

City of Kenmore



City of Kenmore - 18120 68th Avenue NE - PO Box 82607 - Kenmore WA 98028
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City of Kenmore
City Council Special Meeting Agenda
6:00 p.m., Monday, December 3, 2012
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL SPECIAL MEETING TO ORDER

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

Executive Session is expected to last approximately one hour.

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

IV. PRESENTATION

- A. Presentation to 32nd Legislative District Delegation

V. CONSENT AGENDA

- A. Minutes of the July 24, 2012 Special Meeting; July 30, 2012 Special Meeting; August 30, 2012 Special Meeting; September 6, 2012 Special Meeting; September 17, 2012 Regular Meeting; and October 1, 2012 Special Meeting.
- B. Approval of Check Nos. 26845 - 26905 in the Amount of \$754,568.61 and Electronically Transferred Payroll Funds Totaling \$58,693.85 for the Period Ending November 26, 2012.

VI. BUSINESS AGENDA

- A. Sale Listing Agreement with Colliers International for Kenmore Village - Contract No. 12-C1092 - Nancy Ousley, Assistant City Manager
- B. Transportation Improvement Board (TIB) Funds for SR 522 West A - Kris Overleese, Engineering & Environmental Services Director
- C. Adoption of Right-of-Way Acquisition Procedures - Resolution No. 12-211 - Kris Overleese, Engineering & Environmental Services Director

VII. STAFF REPORT

- A. 20-Year Sidewalk Plan - Kris Overleese, Engineering & Environmental Services Director
(A handout will be provided at the meeting.)

VIII. COUNCILMEMBER COMMENTS/REPORTS

IX. ADJOURNMENT

Upcoming Meetings:

City Council Regular Meetings for December 10, 17, and 24, 2012 Have Been Canceled.
January 14, 2012 City Council Regular Meeting 7:00 p.m.

**City of Kenmore
City Council Special Meeting
Kenmore Village Public Forum
Minutes
July 24, 2012**

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

Councilmembers present: Mayor David Baker, Deputy Mayor Bob Hensel, and Councilmembers Brent Smith and Laurie Sperry

Councilmembers excused: Councilmembers Allan Van Ness, Milton Curtis, and Glenn Rogers

WELCOME AND INTRODUCTION

Mayor David Baker and City Manager Rob Karlinsey welcomed everyone to the second Kenmore Village Public Forum.

RECAP TO THIS POINT

Debbie Bent, Community Development Director, gave a brief recap of the downtown development process thus far, noting that one of the dates not currently listed on the key milestone dates is the June 11, 2012, when the City announced the purchase and sale agreement with Kenmore Camera for the sale of 1.24 acres of the Kenmore Village property. On June 14th, Council began discussion of a proposed action strategy that will lead to the sale of the Kenmore Village properties in a way that advances the downtown goals. She noted that those goals are integrating existing business and adding new commercial business; promoting high density residential development that supports transit and a variety of incomes; strengthening connections between the downtown quadrant and the waterfront and capturing pass-through traffic; creating a destination, unique community gathering space; and promoting community events that bring residents together and meet the needs of a range of ages and interests; improving and beautifying the physical environment through design guidelines, sidewalks, landscaping, street trees, art, and signage; and providing development that is responsive to the market and is fiscally responsible. She summarized that the main purpose tonight is to think about what would create a sense of place and identity in Kenmore's downtown.

PRESENTATION

Rod Stevens, Spinnaker Strategies, was present to give a brief slide presentation showing some of the ways other cities have successfully developed gathering places and encouraged economic development, and giving some ideas of what might be possible and successful in Kenmore. He stressed programming as a way to draw people to the downtown, and asked citizens to consider what they would like to see that would make life in Kenmore richer.

PUBLIC COMMENTS AND DISCUSSION

A number of citizens spoke about their visions for Kenmore Village and the development of Kenmore in general. Ideas included building a pedestrian bridge across SR 522 to link the

downtown with the Burke-Gilman Trail and Lake Washington; a park with a water feature; a place to sit outside and meet others, and possibly eat, with lots of greenery; lots of activities for families; a walkable downtown; services that are uniquely suited to Kenmore's position, such as a bike shop at the top of the Burke-Gilman Trail; stores with good exposure, good location, and low rents; buying some property to allow us to build a direct connection to SR 522 and the downtown area. Some concerns expressed by the speakers included figuring out a balance between bringing in economic development and giving residents what they need and want; connecting the downtown to the waterfront; and funding mechanisms.

City Manager Karlinsey pointed out that multiple developers have already contacted the City, and that they will contribute ideas as well. He asked for ideas from citizens about what they would like to have in the downtown if they lived or worked within walking distance and where they currently take out of town visitors.

ADJOURNMENT

Mayor Baker thanked the citizens for coming and adjourned the public forum at 8:55 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore
City Council Special Meeting
Minutes
July 30, 2012**

CALL TO ORDER – Mayor Baker called the special meeting to order at 5:32 p.m.

EXECUTIVE SESSION

Mayor Baker adjourned the meeting at 5:32 p.m. to an executive session to discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i) and Property Acquisition pursuant to RCW 42.30.110(1)(b). He stated that the executive session will last for approximately ninety minutes and that action may be taken when the meeting is reconvened. At 7:00 p.m. Mayor Baker extended the executive session for five minutes.

Mayor Baker reconvened the meeting at 7:05 p.m. He asked for a moment of silence for Dennis Trout, who recently passed away.

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

Staff present: Rob Karlinsey, City Manager; Joanne Gregory, Finance & Administration Director; Richard Sawyer, Surface Water Program Manager; Lauri Anderson, Senior Planner; Dawn Reitan, City Attorney; and Patty Safrin, City Clerk.

MOTION

New Cingular Utility Tax Refund Claim Settlement Agreement – Dawn Reitan, City Attorney, explained that the proposed settlement agreement for a tax refund claim (from AT&T, now New Cingular) was originally approximately \$67,000, and now is \$23,147.45, and includes a mutual release. This amount is to be paid in reductions of future utility taxes over a period of time. She stated that the City will not be entered into a pending lawsuit.

Councilmember Hensel moved to Execute the Agreement of Settlement & Release Between New Cingular Wireless PCS, LLC, and the City of Kenmore. Councilmember Rogers seconded the motion. The motion passed unanimously.

STUDY SESSION

Kenmore Village Positioning Statement Discussion – Rob Karlinsey, City Manager, and Rod Stevens, Spinnaker Strategies, were present to provide a slide presentation and facilitate a Council discussion regarding a positioning statement for selling the Kenmore Village property. City Manager Karlinsey stated that we would like to have an action plan by October. Rod Stevens stressed that the Council needs to come together in setting priorities for what they want to accomplish in Kenmore Village. He pointed out that stacking up many uses for the space will draw people to it. He stated his opinion that a successful downtown development will boost the chances of a successful LakePointe development. In response to questions, Debbie Bent,

Community Development Director, was available to explain some of the details of the deed for the property. Rod Stevens explained that the positioning statement would be used both for the public and to signal to developers that we know what we want and have a vision and a plan for the property. He stated that we will get a better response from investors with a clear position statement and priorities. He suggested that Council think over the proposed positioning statement for the next month. Rob Karlinsey proposed coming back on September 6th to reaffirm the positioning statement or make changes to it before the City gets ready to take the property to market.

CITY COUNCILMEMBER COMMENTS/REPORTS

Mayor Baker stated that the Joint Transportation Committee met here last week and were very impressed with our facility and the ease of getting here. Kris Overleese, City Engineer, Mayor Baker, the Lake Forest Park Mayor and City Engineer, and the Bothell City Engineer talked about the SR 522 Corridor at the meeting. He also noted that Inglewood Golf Club hosted the PGA Legends Tour. Mayor Baker welcomed them to the City at a public gathering. Finally, he stated that he received a phone call from Kaboom asking for an interview, either in Washington, DC, at the City's expense, or we have the option of doing a professional quality video to answer their questions. He recommended that he and Councilmember Curtis do an interview locally in early August. There were no objections.

ADJOURNMENT

There being no further business, Mayor Baker adjourned the meeting at 8:55 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore, Washington
City Council Special Meeting
Minutes
August 30, 2012**

CALL TO ORDER - Mayor David Baker called the special meeting to order at 5:01 p.m.

EXECUTIVE SESSION

Mayor Baker adjourned the meeting at 5:01 p.m. to an executive session to discuss Property Acquisition, pursuant to RCW 42.30.110(1)(b), and Potential Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately one hour and that action may be taken when the meeting is reconvened. Mayor Baker extended the executive session at 6:00 p.m. for 30 minutes, at 6:30 p.m. for 30 minutes, at 7:00 p.m. for 15 minutes, and at 7:15 p.m. for 10 minutes.

Mayor Baker reconvened the meeting at 7:20 p.m.

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

CONSENT AGENDA

Councilmember Rogers moved to approve the consent agenda as submitted. Mayor Baker seconded the motion to Approve Claim Nos. 26175 – 26264 in the Amount of \$548,670.91 and Electronically Transferred Payroll Funds Totaling \$58,421.21 and Electronic Funds Transfer in the Amount of \$1,000,000.00 for the Period Ending July 27, 2012; and Approve Claim Nos. 26265 – 26330 in the Amount of \$265,486.98 and Electronically Transferred Payroll Funds Totaling \$67,740.40 for the Period Ending August 10, 2012.

The motion passed unanimously.

ADJOURNMENT

Mayor Baker adjourned the special meeting at 7:21 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore
City Council Special Meeting
Minutes
September 6, 2012**

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

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

Councilmembers excused: Councilmember Milton Curtis

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Debbie Bent, Director of Community Development; Bryan Hampson, Development Services Director; Lauri Anderson, Senior Planner; and Patty Safrin, City Clerk

STUDY SESSION

Kenmore Village – Positioning Statement – Rob Karlinsey, City Manager, was present to provide a brief report regarding finalizing a positioning statement for the Kenmore Village property. He was also available to answer any questions. He stated that edits were made in the positioning statement following the August 30th Special Council Meeting. Councilmembers made several further suggestions, and City Manager Karlinsey stated that the positioning statement would be finalized with these changes.

Kenmore Village – Specific Actions – Rob Karlinsey, City Manager, and Rod Stevens, Spinnaker Strategies, were present to facilitate a discussion about what further specific actions are needed regarding Kenmore Village. City Manager Karlinsey stated that at the October 1st meeting Council will decide on a mechanism for taking the property to market. It might be necessary to have some flexibility in the City code in order to accomplish this development. Rod Stevens stated that tax abatement is a powerful tool to spur development, specifically multifamily housing projects. Debbie Bent, Community Development Director, stated that the Council would have to adopt an ordinance to put a tax abatement in place. City Manager Karlinsey pointed out that Kenmore has some assets that are not promoted enough and that the City has been working with Frause Full Spectrum on a marketing strategy, which will continue to develop and be a priority. He also stated that a common denominator in successful development projects is some sort of public investment, for example a park or town commons, with programming to help catalyze it. The City is committed to creating and investing in such a space. Rod Stevens stated that significant investment by the City is a statement of pride and that equity partners and banks are looking for this type of commitment by the City.

City Manager Karlinsey stated that he and the Mayor met with Kenmore Post Office people and that they are making a profit. He stressed the need to demonstrate, with a written policy, the City's commitment to keeping the Post Office as a part of Kenmore Village. Moving forward,

tasks include a new Kenmore Municipal Code section for development agreements in October; coming back to the Council with further information on property tax abatements; moving forward with marketing and messaging strategies; dialogue with the neighboring tenants; and continuing to work with developers and trying to attract new businesses.

PUBLIC COMMENTS

Elizabeth Mooney, 5934 NE 201st Street, Kenmore, was present to state that she does not want an industrial or job-related area at LakePointe, but rather restoration of wetlands and natural resources.

Patrick O'Brien, 6330 NE 181st Street, Kenmore, was present to state his interest in a tall multifamily residential building with views of the water, and a hotel. He pointed out that Kenmore has a unique air service and a great state park.

William Leak, 15102 64th Court NE, Kenmore, was present urge Council and citizens to keep open minds in order to be able to compromise and maximize our flexibility.

France St. Laurent, 15911 67th Lane NE, #3, Kenmore, was present to state that she really likes what she heard tonight. She feels that there are good values in Kenmore and that it should not just be a place that people drive through to get somewhere else.

Mayor Baker thanked the citizens for their comments.

CITY COUNCILMEMBER COMMENTS/REPORTS

Councilmember Sperry stated that a Kenmore Library Board of Trustees meeting will be held on September 18th at 5:00 p.m., and they have asked Council to talk with them about this development process.

Councilmember Smith attended a neighborhood meeting with Officer Mark Childers last night.

Mayor Baker gave an update on the AWC Board of Directors' annual meeting, at which they were asked to write a bold visioning statement about their cities. He read his visioning statement to the Council. He was appointed to the Board of Health Drug Take-Back committee, which is now moving toward holding a public hearing and perhaps passing legislation for a mandatory drug take-back program. He gave an update on the Kaboom interview with himself and Councilmember Curtis. Mayor Baker also gave a summary of his meeting with the Washington State Broadband office regarding the development of applications for an open data base. The City is considering becoming a partner next year. He took a tour of SR 522 and saw pontoons being assembled and anchors come through the locks. He had a meeting with Representative Dave Reichart to discuss the problems that Kenmore Air experiences when the President is in the area. He stated that Play Day was a huge success. The Kaboom national Summer Playground Contest grand winner, having visited 727 parks in six weeks, lives in Kenmore and will be contacted to see if he will come in to receive some recognition by Council. Kenmore Camera was submitted by the Mayor and Assistant City Manager Nancy Ousley for a King County Small Business Award, and they are in the final three. Councilmembers are invited to attend the award ceremony in Bellevue on October 10th.

ADJOURNMENT

There being no further business, Mayor Baker adjourned the meeting at 9:14 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore
City Council Regular Meeting
Study Session
Minutes
September 17, 2012**

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

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

Staff present: Rob Karlinsey, City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Engineering & Environmental Services Director; Debbie Bent, Director of Community Development; Jennifer Gordon, Public Works Operations Manager; Bill Evans, Parks Project Manager; Kent Vaughan, Senior Civil Engineer; Richard Sawyer, Surface Water Program Manager; Zack Richardson, Civil Engineer; and Patty Safrin, City Clerk.

STUDY SESSION

Capital Improvement Program (CIP) - Debbie Bent, Director of Community Development; Bill Evans, Parks Projects Manager; Kris Overleese, Engineering & Environmental Services Director; Jennifer Gordon, Public Works Operations Manager; Kent Vaughan, Senior Civil Engineer; Zack Richardson, Civil Engineer; and Richard Sawyer, Surface Water Program Manager, were present to provide brief staff reports regarding the 2013-2018 proposed Capital Improvement Program. They were also available to answer any questions.

City Manager Karlinsey introduced the CIP discussion. He stated that there are three capital improvement plans which have projects, Parks CIP, Transportation CIP, and Surface Water Management CIP, and currently there are no projects proposed in the Facilities CIP. The City Hall water feature will be considered under the Parks CIP. He stated that the CIPs will be adopted as part of the budget document. The Parks and Surface Water Master Plans are proposed to be updated in 2013, so anything for those two from 2014 and beyond is likely to change quite a bit, based on the plan updates that are done next year. Staff is also proposing to complete any projects that were started in 2011-2012 which have not yet been completed. Parks projects have been staggered out so that we can get the Parks, Recreation, and Open Space (PROS) Plan completed in 2013 and then start doing more projects in 2014 and beyond.

Reports and discussion followed on the Parks CIP, the Transportation CIP, and the Surface Water Management CIP.

ADJOURNMENT

There being no further business, Mayor Baker adjourned the meeting at 10:29 p.m.

David Baker, Mayor

ATTEST:

Patty Safrin, City Clerk

**City of Kenmore
City Council Special Meeting
October 1, 2012**

CALL TO ORDER – Mayor Baker called the special meeting to order at 5:39 p.m.

EXECUTIVE SESSION

Mayor Baker adjourned the special meeting at 5:39 p.m. to an executive session to discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 90 minutes and that no action is anticipated when the meeting is reconvened. At 7:00 p.m., Mayor Baker extended the executive session for 10 minutes.

Mayor Baker reconvened the meeting at 7:13 p.m. after a short break.

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

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Debbie Bent, Director of Community Development; Bryan Hampson, Development Services Director; Lauri Anderson, Senior Planner; and Patty Safrin, City Clerk.

STUDY SESSION

Proposed Mechanism to Market the Kenmore Village Property - Rob Karlinsey, City Manager, and Rod Stevens, Spinnaker Strategies, were present to provide a brief report regarding the mechanism for taking the Kenmore Village Property to market. They were also available to answer any questions.

City Manager Karlinsey recommended going forward with a hybrid process of request for qualifications (RFQ)/request for proposals (RFP) and being guided by a real estate broker to help us identify potential buyers and possibly help us get a slightly higher price for the property. He stated that the City will ask for qualifications from all potential buyers and then narrow them down to 4 or 5 that we will ask to submit formal proposals. He also recommended that we offer both the residential and commercial land at the same time. He requested Councilmembers to weigh in on the “must haves” and “like to haves.” He pointed out that we would need to have linking and coordinating with all buyers as well as with Kenmore Camera if there is more than one buyer. He stated that we need a broker who is not desperate to make a deal, someone who is doing well, is regionally known, and is not in a rush.

It was Council consensus that the retail portion of the development should be a “must have,” as many Kenmore residents have hopes and dreams for retail development in the City.

It was Council direction that staff move forward with the process as recommended.

Property Tax Abatement – Debbie Bent, Community Development Director, was present to provide a brief report on tax abatement, what it is, how it works, and how it is applied, in response to Council’s previous request for further information. She was also available to answer any questions.

She stated that staff recommends having tax abatements in place as an incentive. Rod Stevens, Spinnaker Strategies, stated that we are trying to get affordability but also trying to get some higher quality housing, so a balance needs to be found, and tax abatement on the upper end of development, with higher quality housing, can also be helpful. Director Bent pointed out that the City can change what the definition of affordability is through code or development agreement code. Setting affordability at a different level would still line up with the deed restriction. However, changing the percentage of affordable units would not be in keeping with the deed restriction. She explained that tax abatement is defined in State law. It is an 8-year, or sometimes 12-year, tax exemption for market rate on just the value of the residential improvements. Rod Stevens recommended keeping things simple, as the fewer requirements the City has, the more response we will get from investors.

Councilmember Curtis moved to continue forward with staff’s recommendation to have tax abatements in place as an incentive. Deputy Mayor Hensel seconded the motion. The motion passed 6-1, with Councilmember Van Ness voting no.

ADJOURNMENT

There being no further business, Mayor Baker adjourned the meeting at 8:40 p.m.

David Baker, Mayor

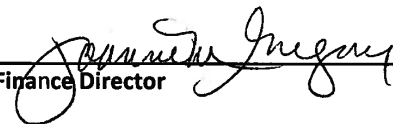
ATTEST:

Patty Safrin, City Clerk

City of Kenmore **Voucher Certification and Approval**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the following claims, paid by checks 26845-26905 which total \$754,568.61, and electronically transferred payroll funds which total \$58,693.85 are just, due and unpaid obligations against the City of Kenmore/King County/Washington, and that I am authorized to authenticate and certify to said claims.


 City Manager 11-27-12
 Date


 Finance Director 11-27-12
 Date

Check #	Vendor Name	Description	Check Amount
26845	CITY OF KENMORE	PERS Reimbursement to City	50.00
26846	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	9,018.49
26847	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	100.00
26848	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,548.06
26849	DRS 457	Deferred Comp Payroll Deduction	1,762.50
26850	AFLAC	Private Medical/ Disability Plans	487.65
26851	CITY OF KENMORE FS	Flexible Spending Medical Plans	153.26
26852	BANK OF AMERICA 941	Payroll Taxes	11,838.23
26853	WA GUARANTEED EDUCATION TUITION	WA Pre-Tax Education Plan	415.00
26854	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	9,745.51
26855	NATIONAL LIFE OF VERMONT	Life Insurance	234.89
26856	AMERICAN GENERAL	Life Insurance	530.79
26857	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
26858	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	141.32
26859	VOID	VOID	-
26860	FULL MAINTENANCE GARDENING	6700 Bldg Oct. Landscaping	373.40
26861	H.W. LOCHNER, INC.	6/23-10/12 On Call Professional Services	25,089.61
26862	H.W. LOCHNER, INC.	61st/181st Signal Const. 8/14-10/12	4,434.81
26863	H.W. LOCHNER, INC.	61st/181st Signal Design/Admin 5/26-8/13	35,012.64
26864	KING COUNTY FINANCE	Oct Road Services, Overlay, Striping	329,311.60
26865	KING COUNTY FINANCE	Oct. Misc. ROW Dumping	82.20
26866	KING COUNTY FINANCE	4th Qtr Enhanced Animal Control Svcs	2,946.25
26867	KING COUNTY FINANCE	Oct. Community Work Program	7,525.00
26868	KING COUNTY OFFICE OF FINANCE	Oct. Public Defense Indigency Screening	1,189.99
26869	KING COUNTY RADIO COMM SERVICES	11/1/12-1/30/13 Qtrly Service	246.58
26870	KING COUNTY SHERIFF	October Police Services	249,084.17
26871	LIGHTHOUSE CONSULTING INC	Oct. Computer Protection/ IT Services	3,251.99
26872	NORTHSHORE UTILITY DIST	Oct. Vehicle Repairs & Gas	2,935.45
26873	NORTHSHORE UTILITY DIST	Refund - Paid Site Inspection Fee Twice	9,368.00

VB. Approval of Check Nos. 26845 - 26905 in the Amount of
 \$754,568.61 and Electronically Transferred Payroll Funds Totaling

26874	OFFICE MAX	Office/ Breakroom Supplies, Paper	590.62
26875	CEMEX	Asphalt for Pipe Repair	38.33
26876	ST EDWARD STATE PARK	2012 Summer Concerts Park Rental	10,379.17
26877	STEWART MACNICHOLS HARMELL, INC.	July & October Public Defender Service	6,100.00
26878	WA STATE DEPT OF ENTERPRISE SVCS	Oct. ListServ	175.00
26879	WASHINGTON STATE DEPT OF INFO SERV	Jan./ Feb. ListServ	385.00
26880	COLUMBIA RIDGE LANDFILL	Dump Fees 10/15-10/31/12	1,706.43
26881	PACIFIC RIM ENVIRONMENTAL, INC	Asbestos Testing - Sr. Center Flooring	798.56
26882	VAN NESS, ALLAN	Mileage Reimbursement	33.86
26883	BANNER BANK CS	Supplies, Food for Teen Dance	484.32
26884	BANNER BANK NO	Parking, Meeting, Meal Expenses	113.37
26885	TYCO INTEGRATED SECURITY	Kenmore Village Alarm Monitoring	43.80
26886	GRAINGER	Gas Safety Cabinet	663.49
26887	BIS	November Web Hosting	175.00
26888	BANNER BANK JGORDON	Planters-Supplies-Battery Recycling	1,547.83
26889	ZUMAR	Northshore Park Sign	80.44
26890	COMCAST	11/14-12/13 City Hall Internet	116.90
26891	TOWNE CENTRE HARDWARE	Tools, Supplies, Grass Seed	362.19
26892	INTEGRA TELECOM	City Hall Phone Bill	795.95
26893	FRONTIER	11/10-12/09 K.V. Fire Alarm & 6700 Bldg.	193.41
26894	NORTH COAST ELECTRIC	City Hall Light Bulbs	45.15
26895	PERTEET INC.	Culvert Replacement, Survey, Addtl. Work	2,809.16
26896	HIGHLAND EST COFFEE TRADERS/CANTEEN	Coffee Supplies	394.86
26897	FRAUSE	Kenmore Village Sell Sheet	1,752.27
26898	JOYCE ZIKER PARKINSON	Oct. Forner Shell & Lk WA Sediment Legal	11,389.00
26899	WAGE WORKS	Flex Plan Oct. Service Charge	50.00
26900	EXPRESS CONSTRUCTION COMPANY LLC	Overpayment of Permits Refunded	300.00
26901	OCSI TRAINING, INC.	Police Dept. - Class Registration	75.00
26902	RANDALL, BRIAN	Refund iPad Keyboard Purchase	86.15
26903	BAKER, DAVID	Expense Reimbursement	107.12
26904	SPERRY, LAURIE	Expense Reimbursement	31.64
26905	KARLINSEY, ROB	Moving Expense Reimbursement	4,592.20
11/16/2012	PAYROLL	Direct Deposit	58,693.85
			<u>\$ 813,262.46</u>

VB. Approval of Check Nos. 26845 - 26905 in the Amount of
\$754,568.61 and Electronically Transferred Payroll Funds Totaling

2012	PRIOR VENDOR ACTIVITY	Previous YTD
	3CMA	800.00
	A+ CONFERENCING	198.42
	AA PARTY RENTALS	1,453.06
	AAA FLAG & BANNER MFG. CO., INC.	8,977.33
	AABCO BARRICADE COMPANY INC.	6,994.97
	ACTION ENTERTAINMENT	1,790.00
	ACTIVE SHOOTER TRAINING LLC	575.00
	ADAMSON POLICE PRODUCTS	947.00
	ADT SECURITY SERVICES	845.00
	ADVANCE TESTING & SERVICE INC	540.00
	AFLAC	4,926.50
	ALCALDE & FAY	50,612.55
	ALCO PRO, INC.	559.00
	ALLIANCE FOR INNOVATION	499.00
	ALLIANCE OF PEOPLE W/ DISABILITIES	1,443.50
	ALLIED WASTE SERVICES #172	9,846.05
	ALLPLAY SYSTEMS LLC	3,379.17
	ALPHA COURIER SERVICES	38.01
	ALTA MAXINE MELVIN	8,126.00
	AM TEST, INC	1,970.00
	AMERICAN GENERAL	5,078.16
	AMERICAN PLANNING ASSOCIATION	842.00
	AMERICAN PUBLIC WORKS ASSOCIATION	850.00
	AMERICAN SOCIETY OF COMPOSERS	311.52
	ANCHOR QEA, LLC	9,748.75
	ARTS OF KENMORE	500.00
	ASBESTO-TEST, INC	1,800.00
	ASP, ANGELA	52.50
	ASPLUNDH	3,701.10
	ASSOCIATION OF WA CITIES	14,058.00
	AT WORK	1,804.50
	AURORA RENTS	368.40
	AUTOMATED CONTROLS	516.84
	AWC EMPLOYEE BENEFITS	363,207.82
	BAKER, DAVID	1,704.99
	BANG, ROBERT	595.00
	BANK OF AMERICA 941	277,701.98
	BANNER BANK BAKER	3,149.58
	BANNER BANK BH	2,606.83
	BANNER BANK CS	5,354.35
	BANNER BANK DB	683.45
	BANNER BANK JG	3,508.99
	BANNER BANK JGORDON	5,435.41
	BANNER BANK KENMORE	25,503.23
	BANNER BANK LB	864.62
	BANNER BANK LD	3,051.81
	BANNER BANK NO	7,125.64
	BANNER BANK PS	139.49
	BANNER BANK ROGERS	440.48

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BANNER BANK	VAN NESS	2,949.28
BARCLAY DEAN		711.75
BARKER MARTIN IOLTA TRUST		3,000.00
BARTON, ANDREW		1,641.29
BASTYR UNIVERSITY		50,000.00
BEEGEE TOLPA		700.00
BENT, DEBORAH A		576.00
BIS		3,240.00
BLACKBAUD		4,956.23
BLUE FLAME LLC		28.14
BLUE WAVE CONSTRUCTION, INC		2,273.22
BONOMI, ANGELO		380.93
BRABEC, MARY		3,500.00
BRAVO ENVIRONMENTAL SERVICE		79,070.75
BRISBIN PROJECTS		8,458.20
BUCHER, WILLIS & RATLIFF		14,000.00
BUILDERS EXCHANGE OF WASHINGTON INC		222.25
BULGER SAFE & LOCK, INC.		745.34
CALPORTLAND COMPANY		1,143.00
CARLSON, THOMAS G.		653.44
CASCADE PEST CONTROL		1,423.50
CATHOLIC COMMUNITY SERVICES		2,887.00
CB RICHARD ELLIS, INC		7,750.00
CEDARBROOK		287.55
CEMEX		2,561.00
CENTER FOR HUMAN SERVICES		22,806.75
CHAMPION COURIER		21.72
CHANDLER, RONALD		937.47
CHIEF LAW ENFORCEMENT SUPPLY		160.41
CHILDERS, MARK		185.00
CITY OF BELLEVUE		195,229.59
CITY OF KENMORE		950.00
CITY OF KENMORE FS		3,424.32
CITY OF LAKE FOREST PARK		619,410.15
CITY OF SHORELINE		2,389.07
CITY OF VANCOUVER		250.00
CLARITY SIGNS		4,046.93
CLEARWIRE LEGACY, LLC		1,214.00
CLYDE/WEST		1,254.02
COASTAL WEAR PRODUCTS INC		1,356.71
COASTWIDE LABORATORIES		5,342.81
CODE 4 PUBLIC SAFETY EDUCATION		99.00
CODE PUBLISHING COMPANY		15,605.82
COLT DEFENSE, LLC		450.00
COLUMBIA RIDGE LANDFILL		10,126.85
COMCAST		1,169.00
COMMERCIAL SOUND, INC.		205.32
COMPASS POINTE CONDOMINIUM HOA		23,500.00
CONSEJO COUNSELING & REF		2,526.00
CONSOLIDATED PRESS		5,209.65

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COX PRINTING & SIGNS	235.43
CPSWQ	100.00
CRITTER CONTROL OF SEATTLE	358.08
CROWN PRODUCTS LLC	1,441.60
CSAT, LLC	800.00
CUSTER SPORTSMEN'S CLUB, INC	340.00
DAILY JOURNAL OF COMMERCE	1,740.85
DANSOUND INC	6,843.77
DAY & NITE PLUMBING & HEATING	3,259.82
DAY WIRELESS SYSTEMS	207.62
DEPARTMENT OF ECOLOGY	10,831.60
DEPARTMENT OF LABOR AND INDUSTRIES	31,814.62
DEPARTMENT OF LICENSING	18,339.20
DEPARTMENT OF RETIREMENT SYSTEMS	213,974.20
DIGITAL REPROGRAPHICS SERVICES INC.	410.01
DIVISION 9 INC.	1,782.36
DRS 457	36,512.50
DUNN LUMBER COMPANY	458.97
DURRANT, JEFF	168.00
EARTHCORPS	842.03
EFFICIENCY INC	967.98
EJ USA, INC.	2,092.42
ELWAY RESEARCH, INC.	8,300.00
EMERGENCY FEEDING PROGRAM	1,804.50
EMERGENCY SERVICE COORDINATING AGCY	47,288.00
EMPLOYMENT SECURITY DEPT	1,972.46
ENTERPRISE SEATTLE	5,000.00
ENTERTAINMENT FIREWORKS INC	12,050.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	2,956.50
ESA ADOLFSON	5,851.93
ESPRESSO WORKS	75.00
EVERGREEN PRINT SOLUTIONS	910.67
EVERGREEN SAFETY COUNCIL	175.00
EVER-MARK, LLC	1,491.61
EXTREME PROMOTIONS	767.98
FAST WATER HEATER	24.21
FAZZARI MARKETING	123.63
FEDEROV, LYUBIM	5,063.50
FEDEX OFFICE	62.33
FERGUSON ENTERPRISES INC	6,489.02
FINANCIAL CONSULTANTS INT'L INC	76.02
FIRE CHIEF EQUIPMENT CO., INC.	6,369.22
FIRE PROTECTION, INC	4,245.05
FIRST AMERICAN TITLE	594.60
FIRST ROMANIAN CHURCH	3,706.00
FLEX ONE/AFLAC BENEFIT SERVICES	550.00
FOMOCO, LLC	396.00
FPOD LLC	15,000.00
FRAUSE	3,458.50
FRONTIER	9,831.07

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FRUHLING SAND & TOPSOIL	1,894.02
FULL MAINTENANCE GARDENING	3,360.60
GALLS, LLC	26.25
GEOENGINEERS INC	3,561.50
GEOLINE, INC	257.30
GORDON DERR	5,411.50
GORDON THOMAS HONEYWELL	36,363.71
GOVERNMENT FINANCE RESEARCH GROUP	2,185.00
GOVERNMENTAL ACCT STANDARDS BOARD	215.00
GRAINGER	371.38
GRAY & OSBORNE, INC	48,077.34
GREATER BOTHELL CHAMBER OF COMMERCE	575.00
GREENWOOD HEATING & AC	39.45
GREGORY, JOANNE	695.15
H.W. LOCHNER, INC.	147,587.54
HAMPSON, BRYAN	2,500.00
HARRIS COMPUTER SYSTEMS	6,569.74
HARRIS, LESLIE	3,519.21
HAWAII MUSIC LIVE	2,000.00
HAWTHORNE LANE LLC	22,162.50
HDR	39,907.16
HERO HOUSE	1,119.00
HIGHLAND EST COFFEE TRADERS/CANTEEN	1,404.46
HOME DEPOT CREDIT SERVICES	1,056.53
HONEY BUCKET	840.98
HOPE HEALTH/IHAC	65.19
HOPELINK	41,166.75
HORIZON DISTRIBUTORS INC	268.93
HWA GEOSCIENCES INC.	5,930.82
ICMA RETIREMENT TRUST 457 - 304745	51,567.51
iCOMPASS TECHNOLOGIES, INC.	8,000.00
INDEPENDENT STATIONERS	2,892.22
INGALLINAS BOX LUNCH	159.76
INGLEMOOR VIKING BASKETBALL BOOSTER	50.00
INGLEWOOD GOLF COURSE	1,047.92
INSLEE, BEST, DOEZIE & RYDER, P.S.	258,534.12
INSTITUTE FOR FAMILY DEVELOPMENT	8,661.00
INTEGRA TELECOM	7,671.52
INTERNATIONAL CITY/CNTY MGMT ASSOC	2,204.57
INTERNATIONAL INST OF MUNI CLERKS	175.00
iWORQ SYSTEMS	4,800.00
J TAYLOR CONSULTING, LLC	10,219.35
JACOBSON, BETTS & COMPANY	5,830.40
JAU JOU, STANLEY	222.80
JEFF DURRANT	739.90
JET CITY PRINTING	3,223.45
JOY KILLS SORROW	1,500.00
JOYCE ZIKER PARKINSON	27,591.00
JURASSIC PARLIAMENT	235.34
KAMINS CONSTRUCTION	259,174.52

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KAUBOY PRODUCTIONS LLC	400.00
KBA INC.	68,747.24
KEEP POSTED INC	220.00
KELLY PRINTING & GRAPHICS	1,878.51
KENMORE AIR	275.00
KENMORE CAMERA	1,729.68
KENMORE ELEMENTARY PTA	3,849.34
KENMORE HERITAGE SOCIETY	225.00
KESSELRING'S	343.47
KING COUNTY	200.00
KING COUNTY W.L.R.D.	130,930.12
KING COUNTY ANIMAL SVCS	3,380.00
KING COUNTY D.D.E.S.	13.24
KING COUNTY DISTRICT COURT	39,266.00
KING COUNTY FINANCE	403,426.72
KING COUNTY FINANCE/ GIS	2,313.21
KING COUNTY LIBRARY SYS	220,842.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	8,787.63
KING COUNTY RADIO COMM SERVICES	1,172.32
KING COUNTY RECORDER'S OFFICE	773.00
KING COUNTY SHERIFF	2,282,170.98
KING COUNTY SUPERIOR COURT	5,400.00
KING COUNTY TREASURY	42,970.40
KOMPAN, INC	471.40
KONICA MINOLTA BUSINESS SOLUTIONS	5,461.80
KRAUSS CRAFT, INC.	20,896.63
KREIDLER FAMILY TRUST	24,701.00
LAKE CITY PICTURE FRAMING	59.13
LANTER ELECTRIC	13,600.00
LAWRENCE, HENRY	752.54
LEONARD, JAMES & MICHELE	207.22
LIGHTHOUSE CONSULTING INC	22,413.07
LIGHTING GROUP NORTHWEST	16,880.52
MAIL FINANCE	2,507.60
MAILSAFE LLC	1,461.83
MCALLISTER, TERESA	58.83
McKEE & SCHALKA	4,000.00
MILLER STEPHENS, MARY	11,250.00
MILNE ELECTRIC, INC	210.00
MINZGHOR, NICHOLAS	2,636.98
MOBILE ELECTRICAL DISTRIBUTORS INC	136.94
MR. T'S TROPHIES	1,072.88
MUNICIPAL RESEARCH & SERVICES CNTR	40.00
NAMI EASTSIDE	1,155.00
NATIONAL ASSOC OF PARLIAMENTARIANS	85.00
NATIONAL BARRICADE CO	1,160.04
NATIONAL IMPRINT CORPORATION	1,001.72
NATIONAL LEAGUE OF CITIES	2,674.00
NATIONAL LIFE OF VERMONT	2,909.60

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NATIONWIDE FINANCIAL 401a	238,945.21
NATIONWIDE RETIREMENT SOLUTIONS 457	16,310.00
NEXTEL COMMUNICATIONS	7,784.82
NEXXPOST	58.21
NORTH COAST ELECTRIC	1,147.57
NORTHSHORE FIRE DEPT	6,929.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE SCHOOL DISTRICT	333.53
NORTHSHORE SENIOR CENTER	17,322.00
NORTHSHORE UTILITY DIST	67,157.56
NORTHSHORE YMCA	5,121.00
NORTHSHORE YOUTH & FAMILY SERVICES	21,651.75
NRC ENVIRONMENTAL SERVICES, INC.	2,059.86
OAC SERVICES, INC	2,356.25
OAKSTONE WELLNESS	128.07
O'CONNOR CONSULTING GROUP	1,950.00
OFFICE CLEANING CREW	8,640.00
OFFICE MAX	6,974.40
OFFICE TEAM	1,304.66
OLYMPIC ENVIRONMENTAL RESOURCES INC	41,407.77
OM WORKSPACE	858.47
ORB ARCHITECTS	94,287.84
OTAK	56,776.57
OUSLEY, NANCY	821.33
OVERLEESE, KRISTEN	498.94
PACIFIC TOPSOILS	9,748.77
PANEFULLY CLEAN LLC	2,285.00
PASSPORT TRAVEL AND TOURS	12,713.12
PAWS	6,560.00
PENDLETON, MICHAEL	7,476.13
PEOPLES STORAGE	1,858.50
PERKINS COIE	109.00
PERTEET INC.	37,064.81
PETERSON, JANET	550.00
PETTY CASH CUSTODIAN	1,263.60
PHOTOTAINMENT	963.60
PHSI PURE WATER FINANCE	905.67
PLYWOOD SUPPLY INC	511.97
PORTER, GREG H.	125.00
PRIDE ELECTRIC INC	2,207.72
PRIMA PLUMBING	955.50
PRIME PACIFIC BANK	60.00
PROTECTION TECHNOLOGIES, INC	6,955.27
PROTHMAN COMPANY	14,247.96
PRUDENTIAL	373.13
PSR MECHANICAL	2,256.81
PUGET SOUND BUSINESS JOURNAL	95.00
PUGET SOUND CLEAN AIR AGENCY	11,308.00
PUGET SOUND ENERGY	495,625.30
PUGET SOUND FINANCE OFFICERS ASSOC	50.00

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PUGET SOUND REGIONAL COUNCIL	7,373.00
PURDY, MICHAEL E.	3,600.00
QUALITY BUSINESS SYSTEMS	6,396.89
RAINIER INDUSTRIES, LTD.	27,922.50
RANDALL, BRIAN	300.97
RAZZ CONSTRUCTION	667,866.82
RCS VALUATION CORP	750.00
RICHARDSON, ZACK	676.28
ROGERS, GLENN	2,507.79
ROLLABELS	37.15
RONGERUDE, JOHN	150.00
SARAH ROBERTS	90,900.00
SCHADEMAN HOMES LLC	7,500.00
SCHINDLER ELEVATOR CORPORATION	897.13
SCHNEE, CARLA	30.52
SEATTLE TIMES	6,514.42
SEES TREES AND EXCAVATION INC	12,811.67
SEITZ, DON	92.01
SESAC	15.00
SEWER KNOWLEDGE SERVICES	900.00
SHERWIN-WILLIAMS CO. #8099	150.75
SHRED-IT	544.50
SIGNS NOW	93.63
SIMPSON, ARTHUR	150.00
SITELINES	3,461.30
SMITH, BRENT	219.23
SNOHOMISH COUNTY SHERIFF'S OFFICE	257,754.82
SOUND LAW CENTER	2,233.00
SOUND PUBLISHING, INC.	4,910.74
SOUND SAFETY PRODUCTS, INC.	233.43
SPERRY, LAURIE	24.10
SPINNAKER STRATEGIES	36,459.70
ST OF WA DEPT OF FISH & WILDLIFE	150.00
STAPLES ADVANTAGE	278.15
STARLIGHT CHILDRENS FOUNDATION	190.00
STATE OF FLORIDA DISBURSEMENT UNIT	6,050.00
STATE OF WA DEPARTMENT OF LICENSING	30.00
STEPHENS, MARY	2,500.00
STEWART BEALL MACNICHOLS	24,800.00
STOUDER, FRED	154.00
STRIPE RITE, INC.	3,969.38
SUBURBAN CITIES ASSOC	11,722.64
SUNBELT	259.13
SUSSMAN/PREJZA & CO, INC	3,147.90
TALAKAI CONSTRUCTION, LLC	16,720.00
TELESYSTEMS WEST	492.75
TERREBONNE LIMITED	321.27
THE BILLIONS CORPORATION	2,000.00
THE BROTHERS COMATOSE	1,500.00
THE FRAUSE GROUP, INC.	787.00

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THE KIPLINGER TAX LETTER	99.00
THE SWEETBACK SISTERS	1,750.00
THE WATERSHED COMPANY	1,842.50
TIMEMARK INCORPORATED	136.92
TOTAL LANDSCAPE CORP	54,209.00
TOWN & COUNTRY FENCE, INC	366.83
TOWNE CENTRE HARDWARE	2,230.69
TRANE U.S. INC.	8,931.35
TYCO INTEGRATED SECURITY	579.28
TYMCO, INC.	186,275.00
UNITED RENTALS NW, INC	178.49
UNITED STATES POSTMASTER	3,253.41
UNITED WAY OF KING COUNTY	986.00
UNITY ELECTRIC	870.53
UNIVERSAL FIELD SERVICES	12,953.96
URBAN LAND INSTITUTE	225.00
US POSTAL SERVICE (HASLER)	3,971.41
VAN NESS FELDMAN, P.C.	14,239.17
VAN NESS, ALLAN	2,918.09
VERGARA, FELIPE & RUBY	4,500.00
VERIZON SELECT SERVICES INC.	724.86
VERIZON WIRELESS	2,830.03
W.S.S.O. Advanced Training	500.00
WA ASSOC OF CODE ENFORCEMENT	275.00
WA CITIES INSURANCE AUTHORITY	148,699.00
WA FINANCE OFFICERS ASSOCIATION	550.00
WA GUARANTEED EDUCATION TUITION	4,150.00
WA RECREATION & PARK ASSOCIATION	104.00
WA STATE DEPT OF ENTERPRISE SVCS	11,011.17
WA STATE DEPT OF LABOR & INDUSTRIES	120.20
WA STATE DEPT OF TRANSPORTATION	35,633.75
WASHINGTON ENERGY SERVICES	56.28
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF INFO SERV	5,078.32
WASHINGTON STATE DEPT OF REVENUE	7,981.38
WASHINGTON STATE OFFICE CASH MGMT	531.00
WASHINGTON STATE PATROL	50.00
WASHINGTON STATE TREASURER	30.00
WELLS FARGO FINANCIAL	8,232.74
WELWEST CONSTRUCTION INC.	66,170.35
WESTERN METAL ART & SIGN	557.14
WESTHOFF, DOUG	2,500.00
WESTOWER COMMUNICATIONS	3,741.99
WETLANDS & WOODLANDS INC	2,029.86
WILDCLIFFE SHORES ASSOCIATION	1,677.00
WONDERLAND DEVELOPMENT	8,299.50
ZONAR SYSTEMS	525.33
ZORNES, GARY	547.40
ZUMAR	188.27
	<u>\$ 9,875,574.74</u>

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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Contract No. 12-C1092 with Colliers International, Sale Listing Agreement for Kenmore Village property	For Council Meeting Agenda of: 3 Dec 2012 Department: Executive Prepared by: Nancy Ousley Initial & Date Approved by Department Head: <u>NKO 27 Nov 2012</u> Approved by City Attorney: <u>K. Weiser - email</u> Approved by Finance Director: <u>[Signature] 11/27/12</u> Approved by City Manager: <u>[Signature]</u>
Proposed Council Action/Motion: Authorize the City Manager to Execute Contract No. 12-C 1092 with Colliers International for Sale Listing Agreement for Kenmore Village property	Exhibits/Attachments: 1) Proposed Contract No. 12-C1092 2) Take to Market Strategy Memo (October 2012)
Expenditure Required \$ commission Amount Budgeted \$ Appropriation Required \$0 contingent on sale of property	
<u>INFORMATION/BACKGROUND:</u> Following interviews with several teams of qualified commercial and residential real estate brokers, the Administration recommends Colliers International (commercial)/Paul Sleeth and Jones Lang LaSalle (residential)/Corey Marx to represent the City in offering the Kenmore Village property. The proposed listing agreement has been reviewed and modified by the City Attorney as appropriate. The brokers are actively contacting prospective buyers, some of whom have previously met with the City and toured the property. The southern (commercial) and northern (predominately residential) segments of the property will be marketed to be purchased separately or together. The overall goal is to have Purchase and Sale agreement(s) in place in Spring 2013. Rod Stevens of Spinnaker Strategies participated in the broker interviews and selection.	
<u>FISCAL CONSIDERATION:</u> Identifying the right partners for owning and developing the City-owned property to meet City goals will have long-lasting financial and civic benefits. Selecting qualified and experienced brokers to represent the City in this transaction is an important step toward those results.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Implement the Economic Development Strategy (Goal III: Create a Multi-Use, Vibrant and Walkable Downtown); Pursue Downtown Development	

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VIA. Sale Listing Agreement with Colliers International for Kenmore Village - Contract No. 12-C1092 - Nancy Ousley, Assistant City

**EXCLUSIVE SALE LISTING AGREEMENT**

This Exclusive Sale Listing Agreement ("Agreement") is made, on this the 27TH day of NOVEMBER, 2012 ("Effective Date") by and between Colliers International WA, LLC ("Colliers") and City of Kenmore, a Washington municipal corporation, as owner ("Owner").

1. **Colliers as Exclusive Selling Agent.** Commencing on the Effective Date and continuing through May 31st, 2013 ("Term"), and then continuing on a month to month basis until terminated by either party with thirty (30) days written notice to the other party, Owner hereby appoints Colliers as sole and exclusive agent for the sale of the real property commonly known as Kenmore Village, located at 6700, 6728, 6734, & 6748 NE 181st Street, Kenmore, WA 98028 and the Kenmore Village Park and Ride located at 18149 68TH AVE NE 98028 and legally described on Exhibit A, attached hereto, with all improvements now or hereafter made on or to the real property. Owner agrees to promptly disclose to Colliers any personal property to be included in the sale. Owner authorizes Colliers to insert or correct the legal description over Owner's signature.
2. **Terms of Sale.** The offering price of the Property shall be determined by Owner, which shall be payable, at the option of the purchaser, in cash or cash and assumption of any existing assumable loan. Any offer to purchase the Property may contain normal and customary contingencies such as the purchaser's approval of a preliminary title report, survey, soils test, feasibility study and existing leases, provided, Owner reserves the right to reject any contingencies. The purchaser shall take possession of the Property on the closing date. Other terms include the following: _____
3. **Negotiations and Cooperation.** All inquiries and offers which Owner receives shall be referred to Colliers and all negotiations shall be conducted solely by Colliers or under its direction. Owner shall cooperate fully with Colliers and shall provide Colliers access to the Property at all reasonable times.
4. **Advertising.** Unless expressly agreed otherwise in writing, Colliers is authorized to publish this listing with Costar, CBA, officespace.com, loopnet, or any other multiple listing service site ("MLS Site") or otherwise advertise the Building and the Premises and prepare and/or secure plans of the Building and the Premises, subject to Owner's approval and at Owner's expense. Costs of brochures and other advertising materials approved by Owner shall be paid by Owner, except that the costs of industry-standard single-page advertising flyers prepared by Colliers shall be paid by Colliers. Colliers shall have the right to place signs advertising the Premises for sale in the Building and the Premises at Colliers expense. Owner understands and agrees that the information contained in this Agreement or otherwise given to MLS Sites becomes the MLS Site's property, is not confidential, and will be available to third parties, including prospective purchasers, other members of Costar, CBA, officespace.com, loopnet who do not represent Owner and who may represent prospective purchasers, and other parties granted access to MLS Site's listing information.
5. **Cooperation With Other Brokers.** Owner understands and agrees that Colliers may, when appropriate, solicit the cooperation of other real estate brokers and, regardless of whether the cooperating broker is the broker of the purchaser, Owner, neither or both, Colliers may pay them from commissions that are received by Colliers under the terms of this Agreement.
6. **Deposits.** If applicable, Colliers is authorized to accept deposits for the purchase and sale of the Property from any prospective purchaser. If Colliers has earned a commission pursuant to Paragraph 8, then Colliers is authorized to apply the deposit to payment of the commission at the time the deposit becomes payable to Owner. In the event any deposit made by a prospective purchaser or tenant and held by Colliers, Owner or any third party agent is forfeited, then the total sum so forfeited shall be divided equally between Colliers and Owner, provided the amount to Colliers does not exceed the amount of the commissions stated below.
7. **Extension.** If during the Term of this Agreement, an escrow is opened or negotiations involving the sale, transfer, conveyance or leasing of the Property have commenced or are continuing, then the

document4



Term of this Agreement shall be extended through the termination of such negotiations or consummation of such transaction.

8. **Commissions.** With respect to a sale, Owner hereby agrees to pay a commission or commissions to Colliers equal to 5% of the purchase price of the "park and ride" site and 6% of the purchase price of the "retail site" as further described in the attached legal description pursuant to the payment provisions set forth in Section 9 of this Agreement. All Commissions received by Colliers shall be shared equally with Jones Lang LaSalle unless otherwise determined between Jones Lang LaSalle and Colliers.

With regard to a sale, Owner shall pay a commission to Colliers upon the occurrence of one of the following events:

- a) **During the Term** (i) Colliers, Owner, or any other person or entity procures a purchaser who is ready, willing and able to purchase the Property on the terms set forth in Section 2 hereof, or on other terms acceptable to Owner; (ii) Owner, through any person or entity other than Colliers, enters into any other contract to transfer or exchange the Property or any interest therein or grants an option to purchase the Property to any person or entity; or (iii) Owner withdraws the Property from the market, makes the Property unmarketable, fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property, in which event Owner shall be deemed to have sold the Property for the price set forth in Section 2; or
 - b) Within one hundred eighty (180) days after expiration of the Term, Owner sells or exchanges, or enters into any contract to sell or exchange, the Property or any interest therein; or Owner grants an option to purchase the Property; or negotiations commence and continue leading to the sale or exchange of, or an option to purchase, the Property or any interest therein to any person or entity to whom Colliers submitted information regarding the availability of the Property for sale or with whom Colliers negotiated or discussed potential terms of such a sale, or any person or entity who submitted to Owner through Colliers a written offer to purchase the Property. The identity of such persons may but need not be conclusively established by mailing a list of such persons or entities to Owner within fifteen (15) days of the expiration date of the Term; or
 - c) During the Term, Owner receives notice that an entity having the power of condemnation has condemned or intends to condemn all or a substantial portion of the Property; provided, all or a substantial portion of the Property is thereafter conveyed to or condemned by such entity either during or after the Term.
9. **Payment of Commissions.** Any commission due pursuant to Section 8 shall be payable on or before the earlier of (a) the closing of a sale or exchange of the Property or any interest therein; (b) the date upon which Owner first acts or fails to act, which act or omission delays or prevents a closing, sale, lease or exchange of the Property for which Colliers would be entitled to receive a commission; (c) the date upon which Owner withdraws the Property from the market, makes the Property unmarketable or fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property; or (d) the date upon which Owner transfers or contracts to transfer any portion of the Property to any other person or entity, other than by sale, exchange or lease. Owner agrees that the Property is commercial real estate and that this Agreement may be recorded pursuant to the Commercial Real Estate Broker Lien Act.
10. **Agency/Dual Agency** Owner authorizes Colliers to appoint **Paul Sleeth, Billy Sleeth, & Corey Marx** to act as Owner's Listing Agent(s) ("Listing Agent(s)"). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and Colliers only, not with any other salespersons of Colliers; provided, Owner authorizes Colliers to appoint other salespersons affiliated with Colliers as subagents to act on Owner's behalf as and when needed, at Colliers' discretion. Any broker or salesperson other than Listing Agent(s) will not be representing Owner and may represent the Purchaser. Accordingly, for purposes of this Agreement, "Colliers" means



Listing Agent(s), including any subagents, and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise.

Owner agrees that if the Property is sold to a purchaser represented by one of Collier's salespersons other than Listing Agent(s), then Owner consents to Colliers acting as a dual agent. Owner understands and agrees that different salespersons affiliated with Broker may represent different sellers in competing transactions involving the same buyer. Owner hereby consents to such representation and agrees that it shall not be considered action by Broker that is adverse or detrimental to the interests of either seller, nor shall it be considered a conflict of interest on the part of Broker. If Colliers acts as a dual agent, then Colliers shall be entitled to the entire commission payable under this Agreement plus any additional compensation Colliers may have negotiated with the purchaser. Acceptance of referral fees between salespersons affiliated with Colliers will not be considered action that is adverse or detrimental on the part of the salespersons or Colliers, nor shall it be considered a conflict of interest by the salespersons or Colliers.

If applicable, Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency" and/or any such required materials of the state in which the Building is located.

11. **Responsibility for Maintenance.** Colliers shall not be responsible for maintenance of the Property or for damages of any kind to the Property or its contents, including, but not limited to, vandalism and theft, unless Colliers caused such damage by its negligence or willful misconduct. Owner hereby releases and waives all rights, claims and causes of action against Colliers, except claims based on its negligence or willful misconduct, for damages to the Property or its contents.

Notwithstanding anything to the contrary contained in Paragraph 8 above or this Agreement in general, in the event the Property and/or Building are rendered "unmarketable" because of damage due to fire, flood, natural disaster or any other occurrence beyond the reasonable control of Owner, such damage shall not constitute a breach of this Agreement by Owner. Owner shall have no obligation to restore or repair the Property and/or Building following such damage, and may terminate this Agreement upon written notice to Colliers of the same.

12. **Indemnification.** Owner shall defend, indemnify and hold harmless Colliers, its shareholders, officers, directors, employees and agents, from and against any and all claims, lawsuits, harm, costs, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses, relating to, arising out of or resulting from Owner's acts or failure to act in connection with (i) any sale or lease of the Property pursuant to this Agreement, (ii) the use of, or access to, the Property by any person pursuant to this Agreement, or (iii) any breach of, or failure to perform, any provision of this Agreement by Owner.

Colliers shall defend, indemnify and hold harmless Owner, its officers, directors, employees and agents, from and against any and all claims, lawsuits, harm, costs, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses, relating to, arising out of, or resulting from Colliers's actions or failure to act in connection with Colliers's performance under this Agreement or any breach of, or failure to perform, any provision of this Agreement by Colliers.

13. **Disclosure; Hazardous Substances.** Owner agrees to promptly disclose to Colliers and any prospective tenant or purchaser all known material defects, if any, of the Property and any knowledge Owner has or may hereafter acquire regarding the production, disposal, storage or release of any hazardous wastes or other toxic or hazardous substances in or on the Property. Colliers is authorized to disclose all pertinent information regarding the Property to prospective purchasers and tenants, and Owner shall indemnify and hold harmless Colliers and any cooperating brokers to the same extent set forth in Section 12 of this Agreement in the event Owner fails to make any required disclosure or makes any misrepresentation about the Property or its condition.



14. **No Discrimination.** Owner and Colliers each hereby acknowledge that it is illegal to refuse to display, sell the Property to any person because of race, color, religion, national origin, sex, sexual orientation, military status, marital status or physical disability.

15. **Owner's Warranty.** Owner warrants that Owner has full authority to execute this Agreement and to sell, lease or exchange the Property, and that all information concerning the Property provided by Owner to Colliers is accurate. The person(s) executing this Agreement on behalf of Owner warrant(s) that such person(s) have full authority to do so and in so doing to bind Owner.

Owner confirms that following closing of the property, the amount of the purchase price and any other terms of the sale of the Property shall not be deemed confidential information and Owner authorizes disclosure of the same.

16. **Attorneys' Fees.** In the event of dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings. The "prevailing party" shall be the party receiving a net affirmative award or judgment.

17. **Notices.** Any notice or other communication required in this Agreement must be in writing and will be effective upon personal delivery, facsimile, or five (5) days following deposit into the United States mail (by certified mail, return receipt requested), addressed to such party at the address listed below.

Company: Colliers International
Attn: Paul Sleeth & Billy Sleeth
601 Union Street, Suite 5300
Seattle, WA 98101

Owner: City of Kenmore, a Washington municipal corporation
Attn: _____
PO Box 82607
Kenmore, WA 98028

18. **Negotiation and Construction.** This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

19. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the State in which the Building is located.

20. **Entire Agreement.** This Agreement sets forth the entirety of the agreement between the parties regarding sale of the Property.

21. **Copy of Agreement.** Owner hereby acknowledges receipt of a fully executed copy of this Agreement.

This agreement is entered into on the Effective Date

Owner: City of Kenmore, a Washington municipal corporation

Name: _____

Its: _____

Date: _____

Address: _____



Agent: Colliers International WA, LLC

A handwritten signature in blue ink, appearing to read "Paul Sleeth", written over a horizontal line.

Name: Paul Sleeth

Its: Senior Vice President

Date: 11-27-12

A handwritten signature in blue ink, appearing to read "Billy Sleeth", written over a horizontal line.

Name: Billy Sleeth

Its: Vice President

Date: 11-27-12

A handwritten signature in blue ink, appearing to read "Scott Coombs", written over a horizontal line.

Name: Scott Coombs

Its: Designated Broker

Date: 11-27-12

Address: 601 Union Street, Suite 5300
Seattle, WA 98101



**EXHIBIT A
LEGAL DESCRIPTION**



City Of Kenmore, Washington

MEMO

Date: October 11, 2012

To: Mayor & City Council

From: Rob Karlinsey, City Manager

RE: Take To Market Strategy for Kenmore Village Properties

Thank you for your helpful feedback at the October 1 City Council meeting regarding how to take the remaining Kenmore Village properties to market, which we are calling "Kenmore Village Action Plan Phase Two."

We are moving forward with a hybrid RFQ/proposal process. We will first hire a regional commercial and residential real estate brokerage firm to assist us with the process, including scouring the market for potential qualified buyers.

The broker will also help us with a Request for Qualifications (RFQ) process. We will then request a handful of respondents to submit proposals. From those proposals, we will select the top two or three for further review and negotiations and ultimately narrow it down to one recommended buyer for your consideration.

We hope to have a buyer selected by Spring next year and to be under contract by May or June. The process itself should not be long in total elapsed time. The primary unknown is what kind of response we will get from the market.

This recommended RFQ/proposal mechanism is a culmination of the many community meetings with the public and the numerous discussions with the business community, including potential tenants, buyers, brokers, and developers.

This process will be different from the 2007 RFP process, mainly because of the shift in responsibility to the buyer to purchase and take the property off of the City's books quickly. This expectation will still be connected with the City's goals for a quality Kenmore Village end product that will raise the bar and act as a catalyst for other parts of the downtown.

The RFQ/ Proposal Process

Attached is a flow chart, with general timelines, that outlines the process. The following is a brief outline of our recommended process:

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

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

www.kenmorewa.gov

1. Select a broker to scour the field of prospects and assist in future negotiation. The broker will be experienced and regionally known, and her/his firm will be known for its depth and capacity for both residential (condos/apartments) and commercial real estate brokering.
2. Create a short, two-to-four page information summary on the properties. We will be offering both the former park-and-ride and the shopping center. The information summary will include the Position Statement, the Goals you reaffirmed earlier this year, and Kenmore's key assets.
3. Request prospective buyers to submit their qualifications. We will give primary weight to their reputation and recent experience owning or developing similar properties.
4. Short-list four or five prospects to be interviewed. The interview team will include the city manager, two or three of his management team members, and Rod Stevens.
5. Invite two or three of the top prospects to submit proposals and monetary offers for the property. Criteria for consideration will include alignment of the proposal with the City's Position Statement and Goals, amount of the monetary offer, financial wherewithal/solvency of the buyer/developer, experience, and commitment/ability to move forward in a timely manner.
6. Evaluate and engage in negotiations with the top proposers, assessing who is the one most likely to reinvest in the property in the near-term.
7. Enter into a letter-of-intent with the selected buyer, leading to a purchase-and-sale agreement with limited contingencies.
8. Close the sale.

Hiring A Broker

We propose hiring a broker, less to manage the process than to scour the field for prospects. While we have already identified several interesting and capable developers, we cannot be sure we will find all of the good prospects without involving a broker.

The broker's commission will be about five percent, which we will pay on closing but not before. Without their mailing lists and contacts, we would spend at least a portion of this in time and money researching buyers and getting word out. The broker is an insurance policy in making sure the property is fully exposed to the market. Hopefully a good portion of the commission will come back in a higher purchase price coming from competition between buyers. In the final bid process, Step #6 above, the broker will play an important role in signaling to buyers what they need to do to get the property.

Public Involvement and Public Information

We plan on keeping the community informed during the property sale process. The past few months have seen very productive discussions in community forums, Town Hall meetings focused on Kenmore Village, and numerous informal meetings and conversations that have yielded important considerations and viewpoints on the future of the property. We will keep all

of this prior public input at the forefront as we move forward through the process. We will routinely inform the public about where the process stands and what comes next, and we will rely on recent discussions and past planning efforts to set priorities about what should happen with the property.

In partnership with the selected buyer, we propose a robust yet focused public discourse in planning the public square, with added effort to include a diverse group of new participants in the discussion. (We would also want to refer back to the community discussions several years ago on the "gathering space" planned at that time for Kenmore Village). We do not propose starting a detailed effort on this now, but in the next two or three months we should set out parameters for how we want the public square to perform so that we know this when we begin negotiating with the developer about how much land to reserve and where. By the way, the City's commitment to creating this square has already proven to be an attraction to several developers.

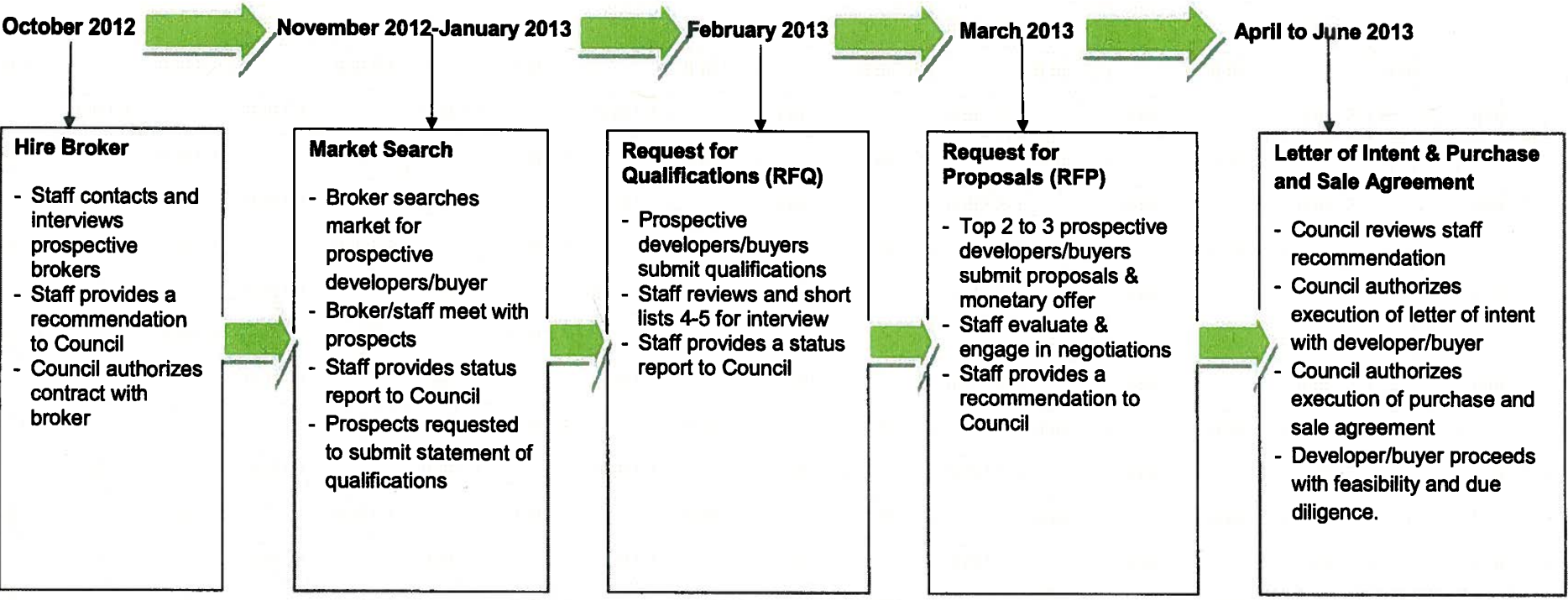
Sale Priorities

Our first goal is to sell the retail property and get it off the City's books. Without knowing more until we take the property to market, we believe it is preferable and likely that we will be able to sell the former park-and-ride to the same buyer as the shopping center. However, it is possible that the former park-and-ride may sell to a different buyer than the shopping center. Regardless, it is important that the two properties remain linked and coordinated.

Overall, we are looking for a buyer who will be a good long term partner with the City, one who steadily improves the property and makes significant investment in it that draws in other investment nearby. We can propose penalties for not redeveloping or reinvesting in the property by a certain date, but if market conditions are not right for the new owner's intended uses, penalties will not get them to build. The best guaranty of reinvestment is pre-qualifying a buyer whose plans are financially feasible today.

We look forward to moving this process forward. Our recent discussions with potential buyers have been very positive. We believe you will have good news to tell the community over the next six to eight months.

KENMORE VILLAGE ACTION PLAN PHASE TWO





City Of Kenmore, Washington

Positioning Statement

"Kenmore Village is a walkable place with a public square where Kenmore-area residents and workers can meet their daily needs and see one another face-to-face."

Definition and Discussion

"Kenmore Village": This refers to the former portions of the shopping center and the park-and-ride lot now owned by the City and the park. This positioning statement envisions a commercial area with a public square, with residential uses adjacent to and possibly above the commercial areas.

"Walkable Place": "Walkable" here has two meanings: both walkable within and walkable to. While most standard shopping centers are walkable in the sense that distances are not so great that shoppers have to get in their cars and drive between stores, the monotony of the parking lots and the fact of walking down drive lanes discourages most people from going more than several hundred feet. In a truly walkable place, pedestrians feel safe and there are interesting things along the route that draw them forward. The second meaning of "walkable", "walkable to", means that Kenmore Village is perceived to be a walkable destination, that it is either within walking distance of neighborhoods or work places or other stores, or that the route itself is interesting enough to make the walk.

The second word here, "place", implies not just that this is a piece of property or real estate or a destination for day-to-day needs, but that it has a sense of place, an interesting character and personality that comes as much from what goes on there as from the buildings and layout.

"Public square": This will be a place the public owns and controls, where people can sit down without worrying about when the stores or shopping center close. It is a public place at the center of things, where people from different backgrounds can strike up a conversation. It is important that this square be integrated with other uses so that it has life day to day. Just because it is a public square and carries the civic identity does not mean that it cannot have less formal and more active uses on the side, like a skateboard park or pea patches.

"Kenmore area residents and workers": While the users may initially be mostly nearby residents, over time this should serve as amenity for nearby businesses, so workers can walk to coffee, take a break from work and hold business meetings there either outside or in restaurants and coffee shops. Things like a gym will also serve draw worker use.

It is also important to define residents inclusively, to include not just middle-income families but seniors, low-income families, latch-key kids, single people, the elderly, teens hanging out together, childless couples, empty nesters, and those who speak a foreign language at home. Recognizing the variety of these different kinds of people will lead to more interesting design and programming. One of the best prospects for animating this space is meeting the needs of the large number of people already living nearby who do not now have much improved outdoor space to enjoy.

“Daily Needs”: This is in contrast to comparison goods purchased in Lynwood, Northgate or University Village. As used here, “daily needs” includes cash and non-cash goods, services and experiences.

On the commercial side, this could include food stores, restaurants, coffee houses, hair salons, pet stores, toy stores, banks, wealth managers, realtors, title companies, insurance firms, gyms, yoga parlors, clothing and shoe stores, stationery and specialty paper stores, knitting and quilting stores, rug and furnishing stores, tutoring and test preparation, ice cream stores, art and framing, optometrists, medical clinics, dentists, pet care, and mailing stores. The key distinction is between high volume/ low service establishments found in the malls and low-volume/ high service establishments found more locally, where convenience, staff training and customer relationships are critical to success.

On the public service side this will or could include reading at the library, book check out and meetings held at the library; visits to the post office, license renewal at a DMV office, and picking up permits at City Hall.

On the civic and non-profit side, this could include a community center, a re-located senior center, a youth club, and garden-club maintenance of the public square or nearby arbors.

At the personal and individual level, this could mean making Kenmore Village a destination for a walk, sitting in the park and watching kids or other people, meeting there as a starting point for rides with a bicycling group, or joining an exercise group in the park.

“See One Another Face to Face”: Two people passing in a supermarket parking lot may glance at one another or, if they know one another, stop briefly to talk, but Kenmore Village will provide a place where people can slow down enough to talk and even sit down if they want to. The promise of the place is that you will regularly run into someone you know or even make new friends there.

DOWNTOWN GOALS

- Integrate existing businesses and add new commercial businesses which include local shopping and dining opportunities. Encourage businesses that draw patrons during both the day and evening.
- Promote high density residential development including housing opportunities meeting the housing needs of a variety of income levels and which also support transit.
- Strengthen connections (particularly pedestrian connections) between the downtown quadrants, neighborhoods and waterfront. Capture pass through traffic on SR522 and the Burke Gilman trail.
- Create a destination, unique community gathering space and promote community events that bring residents together and meet the needs of a range of ages and interests.
- Improve ("beautify") the physical environment through design guidelines, sidewalks, landscaping, street trees, public art and signage.
- Provide a development that is responsive to the market and is fiscally responsible.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:

Transportation Improvement Board (TIB) Funds for SR 522 West A (61st to 65th Avenue NE) and 68th Avenue NE Sidewalk (NE 182nd to NE 185th Street)

Proposed Council Action/Motion:

Authorize the City Manager to Enter Into Agreements with the state Transportation Improvement Board for SR 522 and Sidewalk Funding in the amounts of \$5,201,840 and \$178,457 respectively.

For Council Meeting Agenda of: December 3, 2012

Department: Engineering & Environmental Services
& Finance

Prepared by: Kris Overleese, PE

	<u>Initial & Date</u>
Approved by Department Head:	KNO
Approved by City Attorney:	NA
Approved by Finance Director:	QMS 11/26/12
Approved by City Manager:	POK

Exhibits/Attachments: SR 522 West A Capital
Improvement Program Budget

Expenditure Required: \$11.36 Million	Amount Budgeted \$11.36 Million	Appropriation Required \$NA
---------------------------------------	---------------------------------	-----------------------------

INFORMATION/BACKGROUND:

The City applied for three Transportation Improvement Board (TIB) grants in the fall of 2012: SR 522 West A (61st to 65th Avenues NE) Project, 68th Avenue NE Sidewalk (NE 182nd to NE 185th Streets), and NE 181st Street Sidewalk (south side from Safeway to 73rd Avenue NE). The SR 522 West A Project and the 68th Avenue NE Sidewalk Projects were selected and approved by the TIB Board on Friday November 16, 2012.

The SR 522 West A TIB funds (\$5,201,840) will be utilized to complete design, right of way acquisition and construction. The 68th Avenue Sidewalk TIB funds (\$178,457) will be utilized for design and construction. Construction of the SR 522 Project West A is anticipated to begin in 2014. The 68th Avenue NE Sidewalk project is anticipated to be constructed in 2013.

To accept the funds, the City must enter into an agreement with TIB. It is anticipated that agreements will be signed in December 2012, and funds will be available in January 2013.

FISCAL CONSIDERATION:

The SR 522 West A TIB grant is for \$5,201,840 and this will complete the funding package for the West A Segment. The total cost estimate for the SR 522 West A Segment completion is \$11.36 Million. This does not include the resources to bring the project to its current state. Attachment A demonstrates the City financial

commitment to the SR 522 West A Project.

The 68th Avenue NE Sidewalk Project TIB grant is for \$178,457. The required match is \$59,486 and will come from the 2013 Sidewalk Program budget of \$174,950.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal 3. Seek funds to move forward on the SR522 Project.

Goal 7. Establish a 20 to 30 year sidewalk plan.

Goal 11. Establish a six year Financial Plan.

City of Kenmore Capital Improvement Program
Project Name: SR 522 – West A (61st to 65th Avenues NE
Including 61st Avenue NE approaches)

CURRENT DOLLARS

Year	Prior Years	2013	2014	2015	2016	2017	2018	Total
Expenses								
Project Administration	\$ 10,000	\$ 85,000	\$ 65,000					\$ 160,000
Design	\$ 50,000	\$ 363,500						\$ 413,500
ROW/ Acquisition	\$ 40,000	\$ 2,850,000						\$ 2,890,000
Construction		\$ 1,100,000	\$ 4,800,000	\$ 2,000,000				\$ 7,900,000
Art								
Total	\$ 100,000	\$ 4,398,500	\$ 4,865,000	\$ 2,000,000				\$ 11,363,500
Revenue								
REET	\$ 100,000	\$ 335,000	\$ 65,000	\$ 250,000				\$ 750,000
General								\$ -
Impact Fees		\$ 400,000	\$ 380,000	\$ 400,000				\$ 1,180,000
State		\$ 1,100,000						\$ 1,100,000
TIB			\$ 4,100,000	\$ 1,100,000				\$ 5,200,000
SWM		\$ 63,500	\$ 320,000	\$ 250,000				\$ 633,500
Federal		\$ 2,500,000						\$ 2,500,000
Total	\$ 100,000	\$ 4,398,500	\$ 4,865,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 11,363,500

SCHEDULE

	2013				2014				2015				2016				2017				2018		
Project Timeline	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Right of Way																							
Final Design																							
Construction																							
Closeout																							



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic:

Adoption of New Right of Way Procedures

Proposed Council Action/Motion:

Adoption of Resolution 12-211

For Council Meeting Agenda of: December 3, 2012

Department: Engineering & Environmental Services

Prepared by: Kris Overleese, PE

Approved by Department Head: Initial & Date
Approved by City Attorney: RR
Approved by Finance Director: 11/12/12
Approved by City Manager: ROK

Exhibits/Attachments:

Attachment A: Current Right of Way Procedures
Attachment B: Resolution 12-211

Expenditure Required: NA

Amount Budgeted \$NA

Appropriation Required \$NA

INFORMATION/BACKGROUND:

The City of Kenmore, as part of capital project development and real property management, often acquires property rights including: land, permanent easements, temporary construction easements, wall easements, driveway reconnection permits, utility permits, and reconstruction permits. While rare, it is also possible that the City could relocate a property or business owner when project impacts are considerable.

The City's purchasing policies do not address acquisition of property rights or relocation. In order to acquire right of way for the SR 522 Project West Segment (57th to 65th Avenues NE), the City of Kenmore Right of Way Procedures must be updated by the City and approved by the Washington State Department of Transportation (WSDOT). In July of 2006, WSDOT approved the City of Kenmore right-of-way procedures in Attachment A. While the new procedures attached to Resolution 12-211(Attachment B) are similar, the updated procedures clarify process and purchasing authorities. WSDOT has given preliminary approval of the attached procedures. Once adopted by Council, they will be forwarded to WSDOT for final approval.

Right of Way acquisition will begin when the grant funds for the SR 522 West A Project are obligated (early 2013). Staff will first meet with property owners to outline the right of way acquisition process, project real property needs, and project schedule. Staff will focus on properties connected with the West A Segment (61st to 65th Avenues NE) first and then the properties within the West B Segment (57th to 61st Avenues NE).

Right of way acquisition will be critical path getting the West A Segment to construction. The rule of thumb timeframe for right of way acquisition is 18 months. Final design will be completed in 2013. Staff's goal is to get the project to construction in the summer of 2014. Sooner if possible.

Even though staff will be working to acquire right of way for SR 522 West B in 2013, design for the West B segment will remain at its current 90% completion level until additional funding for this segment is secured. Now that West A is funded and moving forward, funding for West B will be the next SR522 funding priority.

FISCAL CONSIDERATION:

The Right of Way Procedures must be adopted by the City to be eligible for Federal funding for right of way acquisition. The City has been awarded \$2.5 Million in Federal funding for right of way acquisition for the SR 522 West Segment (57th to 65th Avenues NE).

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal 3. Seek funds to move forward on the SR522 Project.



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 11, 2006

Mr. Stephen L. Anderson
City Manager
City of Kenmore
P. O. Box 82607
Kenmore, WA 98028-0607

**Right of Way Procedures
Updated Procedures**

RECEIVED
JUL 13 2006
CITY OF KENMORE

Dear Mr. Anderson:

The Washington State Department of Transportation's, Headquarters-Real Estate Services Division, has reviewed your agency's re-submittal of updated right of way procedures. Upon their review, the city of Kenmore's right of way procedures are approved with the same requirements as those previously submitted:

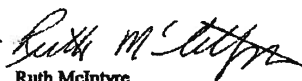
The City's administrative settlement procedures are amended as attached.

1. The city is approved to acquire with supervision from the Region Local Agency Coordinator. At a minimum the Coordinator must review all parcel files prior to first offers being made to the property owner.
2. All Appraisals, Appraisal Reviews, Acquisitions and any Relocation must be contracted for with qualified Agencies or Consultants and any Relocation Consultant must be approved and monitored by the Coordinator.

The city is approved to use the Appraisal Waiver process up to \$25,000.00 on Federal Aid Projects.

If you have any questions regarding the provisions, please contact Tom Boyd, Northwest Region LA Coordinator, at (206) 440-4205, or Galen Wright, Real Estate Services, Olympia, at (360) 705-7308.

Sincerely,


Ruth McIntyre
Standards and Procedures Engineer
Highways & Local Programs Division

RWM:ac
Enclosure

cc: Galen Wright, Real Estate Services, MS 47338
Tom Boyd, Northwest Region, MS NB82-118, w/enclosure
Ed Conyers, Northwest Region, MS NB82-121, w/enclosure



The City Of Kenmore

P.O. Box 82607 • Kenmore, Washington 98028-0607

RIGHT-OF-WAY ACQUISITION PROCEDURES (LAG Manual Appendix 25.142)

ADMINISTRATIVE SETTLEMENT PROCEDURES

The City of Kenmore shall, to the greatest extent possible, expeditiously negotiate all fair market value offers (FMV) for the acquisition of real property. However, the City recognizes the fact that differences of FMV may occur with the property owner. These differences typically exceed the FMV offered by the City. In such cases, an Administrative Settlement may be necessary where the City will continue to negotiate considering all information supporting just compensation in excess of FMV's.

The City's negotiator will work with City staff and property owners towards a mutual and reasonable agreement of just compensation. All reasonable counter offers by the property owner will be submitted to the City Manager or his/her designee for review. If in agreement, the City Manager or his/her designee will coordinate, with the assigned negotiator and other City staff, a letter of support towards an Administrative Settlement. The extent of the letter of support is a matter of judgement and will be consistent for all property owners, subject to the circumstances and the amount of money involved. Considerations in the letter of support may include, but not limited to, salaries, all available pertinent appraisals, range of testimony in a condemnation trial, construction schedules, prior court awards, trial costs (legal counsel) and the public interest.

The City Engineer, or designee, is authorized to approve administrative settlements of up to \$7,000 above the appraised FMV. The City Manager, or designee, is authorized to approve administrative settlements of up to \$25,000 above the appraised FMV. The City Council will approve administrative settlements that exceed \$25,000 above the FMV. All Administrative Settlements will be documented, thoroughly justified and shall be set forth in writing.

6700 NE 181st Street

Office: 425-398-8900

FAX: 425-481-3236

Contract No. 05-C461



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 18, 2005

Mr. Stephen L. Anderson
City Manager
City of Kenmore
P. O. Box 82607
Kenmore, WA 98028-0607

RECEIVED

AUG 19 2005

CITY OF KENMORE

**Right of Way Procedures
City of Kenmore**

Dear Mr. Anderson:

Recently, the Washington State Department of Transportation's Headquarters, Real Estate Services Division, reviewed your agency's submittal of right of way procedures. Upon their review, the city of Kenmore right of way procedures are approved with the following requirements:

1. The city is approved to acquire with supervision from the Region Local Agency (LA) Coordinator. At a minimum, the Coordinator must review all parcel files prior to first offers being made to the property owner.
2. All appraisals, appraisal reviews, acquisitions and any relocation must be contracted for with qualified Agencies or Consultants and any Relocation Consultant must be approved and monitored by the Coordinator.

In addition the city is approved to use the Appraisal Waiver process on Federal Aid Projects. If you have any questions regarding the provisions, please contact Tom Boyd, Region LA Coordinator, at (206) 440-4205, or Galen Wright, Real Estate Services, Olympia, at (360) 705-7308.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ruth McIntyre'.

Ruth McIntyre
Standards and Procedures Engineer
Highways & Local Programs Division

RWM:ac
Enclosure

cc: Galen Wright, Real Estate Services MS 47338
Tom Boyd, Northwest Region, MS NB82-118w/enclosure
Ed Conyers, Northwest Region Local Programs, MS NB82-121, w/enclosure

Contract No. 05-C461



The City Of Kenmore

P.O. Box 82607 • Kenmore, Washington 98028-0607

August 5, 2005

RECEIVED

AUG 10 2005

LOCAL PROGRAMS

Mr. Ed Conyers
Local Programs Engineer, Northwest Region
Washington State Department of Transportation
P.O. Box 330310
Seattle, WA 98133-9710

RE: City of Kenmore Right of Way Procedures

Dear Mr. Conyers:

The City of Kenmore ("AGENCY"), desiring to acquire Real Property in accordance with the state Uniform Relocation Assistance and Real Property Acquisition Act (Ch. 8.26 RCW) and state regulations (Ch. 468-100 WAC) and applicable federal regulations hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The Engineering ("Department") of the AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the "Department" will acquire right-of-way in accordance with the policies set forth in the Washington State Department of Transportation *Right of Way Manual* (M 26-01) and *Local Agency Guidelines* manual (M 36-6). The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

(1) PROGRAM ADMINISTRATION

City Engineer

Agency Position

(2) APPRAISAL

WSDOT, another local agency with approved procedures or a qualified consultant

(3) APPRAISAL REVIEW

WSDOT, another local agency with approved procedures or a qualified consultant

6700 NE 181st Street

Office: 425-398-8900

FAX: 425-481-3236

Email: cityhall@ci.kenmore.wa.us

website: www.cityofkenmore.com

Contract No. 05-C461

August 5, 2005
Mr. Ed Conyers
Page 2

(4) ACQUISITION

WSDOT, another local agency with approved procedures or a qualified consultant

(5) RELOCATION

WSDOT, another local agency with approved procedures or a qualified consultant

(6) PROPERTY MANAGEMENT

City Engineer
Agency Position

Any functions for which the Agency does not have staff will be contracted for with WSDOT, another local agency with approved procedures or a qualified outside contractor. An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator and Highways and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person negotiate who is not experienced in negotiation for FHWA funded projects the Coordinator must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.

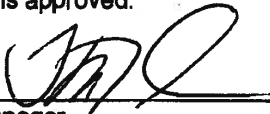
An AGENCY wishing to take advantage of an Appraisal Waiver process on properties valued at \$10,000 or less will make their proposed waiver process a part of these procedures. The process outlined in LAG manual Appendix 25.146 has already been approved. The AGENCY may submit a process different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.

All projects shall be available for review by the FHWA and the WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages and for a three-year period following acceptance of the projects by WSDOT.

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August 5, 2005
Mr. Ed Conyers
Page 3

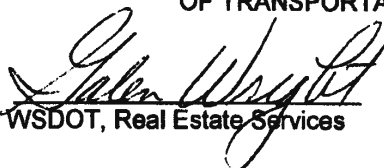
Approval of the AGENCY'S procedures by WSDOT may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.



City Manager

8/5/05
Date

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

Approved By: 
WSDOT, Real Estate Services

8/17/05
Date

SUBJECT TO REQUIREMENTS LISTED IN
RIGHT OF WAY PROCEDURES APPROVAL LETTER

Contract No. 05-C461



The City Of Kenmore

P.O. Box 82607 • Kenmore, Washington 98028-0607

August 5, 2005

RECEIVED

AUG 10 2005

LOCAL PROGRAMS

Mr. Ed Conyers
Local Programs Engineer, Northwest Region
Washington State Department of Transportation
P.O. Box 330310
Seattle, WA 98133-9710

RE: City of Kenmore - WAIVER OF APPRAISAL

Dear Mr. Conyers:

The City of Kenmore, desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives and desiring to take advantage of the \$10,000.00 appraisal waiver process approved by the Federal Highway Administration for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation as follows:

Rules:

A. The City of Kenmore ("Agency") may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the PFE (Project Funding Estimate) is \$10,000.00 or less, including cost-to cure items.

B. The Agency must make the property owner(s) aware that an appraisal has not been done on the property and that one will be completed if they so desire.

C. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures:

A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.

B. The AOS is submitted to City Manager for approval.

C. City Manager signs the AOS authorizing a first offer to the property owner(s).

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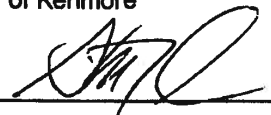
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Contract No. 05-C461

August 5, 2005
Mr. Ed Conyers
Page 2

APPROVED:
City of Kenmore

By:  City Manager

8/5/05
Date

Approved By: 
WSDOT, Real Estate Services

8/17/05
Date

Contract No. 05-C461



The City Of Kenmore

P.O. Box 82607 • Kenmore, Washington 98028-0607

RIGHT-OF-WAY ACQUISITION PROCEDURES (LAG Manual Appendix 25.142)

ADMINISTRATIVE SETTLEMENT PROCEDURES

The City of Kenmore shall, to the greatest extent possible, expeditiously negotiate all fair market value offers (FMV) for the acquisition of real property. However, the City recognizes the fact that differences of FMV may occur with the property owner. These differences typically exceed the FMV offered by the City. In such cases, an Administrative Settlement may be necessary where the City will continue to negotiate considering all information supporting just compensation in excess of FMV's.

The City's negotiator will work with City staff and property owners towards a mutual and reasonable agreement of just compensation. All reasonable counter offers by the property owner will be submitted to the City Manager or his/her designee for review. If in agreement, the City Manager or his/her designee will coordinate, with the assigned negotiator and other City staff, a letter of support towards an Administrative Settlement. The extent of the letter of support is a matter of judgement and will be consistent for all property owners, subject to the circumstances and the amount of money involved. Considerations in the letter of support may include, but not limited to, salaries, all available pertinent appraisals, range of testimony in a condemnation trial, construction schedules, prior court awards, trial costs (legal counsel) and the public interest.

The City Manager, or designee, is authorized to approve administrative settlements above the appraised FMV, if the total compensation of the FMV and administrative settlement is less than \$25,000. The City Council will approve administrative settlements when the appraised FMV exceeds \$25,000 or the total compensation of the administrative offer and FMV is greater than \$25,000. All Administrative Settlements will be documented, thoroughly justified and shall be set forth in writing.

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**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 12-211**

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, ADOPTING RIGHT OF WAY PROCEDURES**

WHEREAS, the City has received federal funding for the SR 522 West (57th to 65th Avenue NE) project; and

WHEREAS, the City must submit Right of Way Acquisition Procedures to the Washington State Department of Transportation for approval prior to spending federal funds.

WHEREAS, the City's current Right of Way Acquisition Procedures do not reference purchasing authorities for real property acquisition and relocation;

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

Section 1. The Right of Way Acquisition Procedures are approved and adopted.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 3rd DAY OF DECEMBER, 2012.

CITY OF KENMORE

Mayor David Baker

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

City of Kenmore Right-of-Way Procedures

The City of Kenmore ("CITY"), desiring to acquire right-of-way and other real property rights for federal aid and federally assisted projects in accordance with the State Uniform Relocation Assistance and Real Property Acquisition Act (Ch. 8.26 RCW) and State regulations (Ch. 468-100 WAC) and applicable federal regulations hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The Engineering & Environmental Services Department ("Department") of the CITY is responsible for the real property acquisition and relocation activities on capital projects administered by the CITY. To fulfill the above requirements the Department will acquire all right-of-way and other real property rights for federal aid and federally assisted projects in accordance with the policies set forth in the Washington State Department of Transportation (WSDOT) *Right of Way Manual* (M 26-01) and *Local Agency Guidelines* manual (M 36-63). The CITY has the following expertise and personnel capabilities to accomplish the functions of:

(1) **PROGRAM ADMINISTRATION**

The CITY's Engineering & Environmental Services Director ("Director") or designee will provide project oversight, management and other related program administrative duties as necessary. The Director will sign the Determination of Values (DV) for the City.

(2) **APPRAISAL**

The City shall use a qualified consultant from WSDOT's approved list of qualified appraisers. Appraisers shall also be certified and licensed by the State of Washington.

(3) **APPRAISAL REVIEW**

The City shall use a qualified consultant from WSDOT's approved list of qualified review appraisers. Review appraisers shall also be certified and licensed by the State of Washington.

(4) **ACQUISITION**

The City will use qualified consultants, another local agency with approved procedures, or available WSDOT staff.

(5) **RELOCATION**

The City will use qualified consultants, another local agency with approved procedures, or available WSDOT staff.

(6) **PROPERTY MANAGEMENT**

The CITY's Finance Director or designee will provide management of excess lands and improvements acquired by the CITY. Property Management duties will be provided in accordance with Section 25.12 of the *Local Agency Guidelines*, as amended.

Any functions for which the CITY does not have staff will be contracted for with an outside qualified consultant, another local agency with approved procedures or WSDOT. If consultants are used, the CITY will work closely with the WSDOT Local Agency Coordinator and Highways & Local Programs to ensure all requirements are met. If the CITY proposes to have a staff person negotiate who is not experienced in negotiation for FHWA funded projects, the WSDOT Local Agency Coordinator must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.

The CITY wishes to take advantage of an Appraisal Waiver process on properties valued at \$25,000 or less and has adopted the process outlined in the attached Waiver of Appraisal (Attachment A).

A copy of the City's Administrative Settlement Policy is also attached (Attachment B) showing the approving authority and the process involved in making administrative settlements.

All projects shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages and for a three year period following acceptance of the projects by WSDOT.

The CITY understands that approval of the CITY's procedures by WSDOT may be rescinded at any time the CITY is found to no longer have qualified staff or is found to be in non-compliance with the regulations, and that such rescission may be applied to all or part of the functions approved.

CITY OF Kenmore

APPROVED:

By: _____
City Manager

WSDOT, Real Estate Services

Date: _____

Attachment A

WAIVER OF APPRAISAL

The CITY desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation as follows:

Rules

- A. The CITY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the PFE (Project Funding Estimate) is \$25,000.00 or less including cost-to cure items.
- B. The CITY must make the property owner(s) aware that an appraisal has not been done on the property and that one will be completed if they desire.
- C. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) worksheet is prepared using data from the PFE.
- B. The AOS is submitted to the CITY Engineering & Environmental Services Director or designee for approval.
- C. CITY Engineering & Environmental Services Director or designee signs the AOS worksheet authorizing a first offer to the property owner(s).

Attachment B

**CITY OF KENMORE REAL PROPERTY AND ADMINISTRATIVE
SETTLEMENT PROCEDURES**

The CITY shall, to the greatest extent possible, expeditiously negotiate all fair market value offers (FMV) for the acquisition right-of-way and other of real property rights. However, the CITY recognizes the fact that differences of opinion as to FMV or other compensation components may occur with property owners. These differences typically exceed the FMV offered by the CITY. In such cases, an Administrative Settlement may be necessary where the CITY will continue to negotiate considering all the information supporting just compensation in excess of the CITY'S calculation of FMV's.

The CITY's negotiator will work with CITY staff and property owners towards a mutual and reasonable agreement on just compensation. All reasonable counter offers by the property owner will be submitted to the CITY Engineering & Environmental Services Director ("Director") or his/her designee for review. If in agreement, the CITY Director or his/her designee will coordinate with the assigned negotiator and other CITY staff, and prepare a letter of support and justification towards an Administrative Settlement. The extent of the letter of support is a matter of judgment and will be consistent for all property owners, subject to the circumstances and the amount of money involved. Considerations in the letter of support may include, but are not limited to, all available pertinent appraisals, range of testimony in a condemnation trial, construction schedules, prior court awards, trial costs (legal counsel) and the public interest. Authority for approval of administrative settlement proposals during project negotiations shall be delegated as follows:

The CITY NEGOTIATOR is authorized to approve administrative settlements of up to \$2,500 above the appraised FMV.

The CITY Engineering & Environmental Services Director or his/her designee, is authorized to: sign all determination of values (DVs), approve acquisitions up to \$25,000, and approve administrative settlements of \$2,501 to \$20,000 above the CITY'S FMV (\$45,000 total authority).

The CITY MANAGER is authorized to approve: acquisitions up to \$300,000 and administrative settlements of \$20,001 to \$50,000 above the CITY'S FMV(\$350,000 total authority). In addition, the CITY MANAGER is authorized to approve provision of relocation benefits and to authorize relocation payments, regardless of value.

The CITY COUNCIL will approve administrative settlements that exceed \$50,000 above the appraised FMV and all acquisitions that exceed \$300,000.

All administrative settlements will be documented, thoroughly justified, set forth in writing, and shall bear the signature of the appropriate City official.