



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

City of Kenmore
REVISED City Council Special & Regular Meeting Agenda

6:15 p.m., Monday, October 13, 2014

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

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

I. 6:15 p.m. - CALL SPECIAL MEETING TO ORDER

II. EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(c), Property Disposition

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

IV. ADJOURN SPECIAL MEETING

V. 7:00 p.m. - CALL REGULAR MEETING TO ORDER

VI. ROLL CALL

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

IX. CITIZEN COMMENTS

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

X. CONSENT AGENDA

- A. Adopt Minutes for the September 15, 2014 City Council Meeting
[Draft Minutes](#)
- B. Approve Check Nos. 30730 - 30826 in the Amount of \$1,313,472.24 and Electronically Transferred Payroll Funds Totaling \$67,948.06 and Payroll Check Nos. 6776 and 6777 Totaling \$1,323.71 for Period Ending September 26, 2014
[Checks for Approval](#)

- C. Approve Contract No. 14-C1331, Interlocal Agreement with King County for Electronic Fingerprint Equipment
[Agenda Bill & Attachment](#)

XI. BUSINESS AGENDA

- A. Adopt Resolution No. 14-249 Approving Amendment to the Easement Agreement with Kenmore Camera and Spencer68 - Rob Karlinsey, City Manager
[Agenda Bill & Attachments](#)
- B. Discussion of Priority-Based Budgeting (PBB) Resource Alignment Diagnostic (RAD) Tool - Joanne Gregory, Finance & Administration Director
[Agenda Bill](#)

XII. STAFF REPORT

XIII. COUNCILMEMBER REPORTS & COMMENTS

XIV. COUNCILMEMBER INITIATIVES

XV. ADJOURNMENT

Upcoming Meetings:

Tues., October 14, 2014, 7:00 p.m. Planning Commission Special Meeting
Mon., October 20, 2014, 7:00 p.m. City Council Regular Meeting
Tues., October 21, 2014, 7:00 p.m. Planning Commission Regular Meeting
Wed., October 22, 2014, 7:00 p.m. Town Green Public Workshop

**City of Kenmore, Washington
City Council Regular and Joint Planning Commission Meeting
Minutes
September 15, 2014**

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor David Baker at 7:02 p.m.

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

Planning Commissioners present: Chairperson Doug Huxtable, and Commissioners Mark Ohrenschall, Douglas Nugent, and Jim Howard

Planning Commissioners excused: Commissioners Mike Vanderlinde, Dennis Mendrey and Angela Kugler

Staff present: Nancy Ousley, Assistant City Manager; Kris Overleese, Engineering & Environmental Services Director; Debbie Bent, Community Development Director; Lauri Anderson, Senior Planner; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Planning Commission Chairman Doug Huxtable led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

PROCLAMATION

Mayor's Day of Concern for the Hungry, September 27, 2014 – Mayor Baker read the proclamation into the record.

CITIZEN COMMENTS

David Mason, 20305 60th Avenue NE, Kenmore, was present to thank the City for taking care of the traffic signal at Bothell Highway and 61st Avenue NE in a timely manner.

Mayor Baker thanked him for his comment.

CONSENT AGENDA

Councilmember Van Ness moved to approve the consent agenda as submitted. Mayor Baker seconded the motion to Approve Check Nos. 30588 - 30667 in the Amount of \$867,655.77 and Electronically Transferred Payroll Funds Totaling \$72,468.94 and Payroll Check No. 6688 in the Amount of \$854.48 for the Period Ending August 29, 2014. The motion passed unanimously.

JOINT PLANNING COMMISSION AGENDA

Discussion of the 2015 Comprehensive Plan Update – Debbie Bent, Community Development Director, and Lauri Anderson, Senior Planner, were present to give a brief introduction and PowerPoint presentation overview of the Comprehensive Plan and its elements. The Planning Commissioners were also present to provide information. They were all available to answer any questions.

STAFF REPORT

Assistant City Manager Ousley reported that City Manager Karlinsey is at an International City Managers' Association conference and will return later this week. She stated that she, Karlinsey and Mayor Baker plan to attend the September 18th Parks Commission meeting in Ilwaco. She gave brief report on the September 10th Parks Commission meeting. She announced that the Arts of Kenmore will have their latest gallery show up this Friday, September 19th and will have a reception that evening at City Hall.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Sperry would like staff to advertise for some new Kenmore Library Advisory Board members, including the youth member.

It was Council consensus that the remaining board members conduct the interviews.

Mayor Baker stated that he has been asked to sign a letter with some other King County mayors prohibiting the use of the old-style tank cars with the new flammable oil and ensuring that new cars are the only ones carrying this type of oil, for safety reasons.

Hearing no objection, the Mayor stated that he will sign the letter to the Department of Transportation.

Mayor Baker stated that nomination and election of the deputy mayor should take place at next week's Council meeting. He announced that Council will provide a picnic lunch for staff on Monday, September 22nd at noon. He reported on the World Congress of Play meeting that he recently attended.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 8:00 p.m.

David Baker, Mayor

ATTEST:

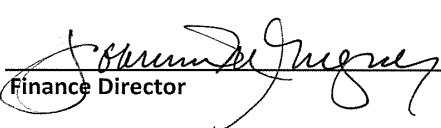
Patty Safrin, City Clerk

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 30730-30826 which total \$1,313,472.24, and electronically transferred payroll funds totalling \$67,948.06, and payroll checks #6776 & #6777 which total \$1,323.71, 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.


 10/2/14

 City Manager Date


 10/1/14

 Finance Director Date

Check #	Vendor Name	Description	Check Amount
30730	KING COUNTY REAL ESTATE SVCS	SR522 West Special Use Permit	500.00
30731	THE EASTMAN COMPANY	Appraisal Review for Parks 14-C1294/Twedt	1,100.00
30732	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	10,014.92
30733	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
30734	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,817.81
30735	DRS 457	Deferred Comp Payroll Deduction	840.00
30736	AFLAC	Private Medical/ Disability Plans	512.27
30737	CITY OF KENMORE FS	Flexible Spending Medical Plans	232.15
30738	BANK OF AMERICA 941	Payroll Taxes	15,396.17
30739	WA GUARANTEED EDUCATION TUITION	Payroll Entry	100.00
30740	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	12,173.78
30741	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	2,137.77
30742	UNITED WAY OF KING COUNTY	Employee Charitable Contribution	451.00
30743	NATIONAL LIFE OF VERMONT	Life Insurance	234.89
30744	AMERICAN GENERAL	Life Insurance	413.53
30745	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
30746	AWC EMPLOYEE BENEFITS	Employee Health Insurance	37,947.28
30747	A-1 LANDSCAPING & CONSTRUCTION, INC	14-C1250 Trib 0057 Channel Relocation	446,085.70
30748	BAKER, DAVID	Mileage/Shuttle Reimbursement	313.24
30749	CASCADE PEST CONTROL	Sept. Rhododendron Park Bait Stations	142.35
30750	CITY OF BELLEVUE	4th Qtr ARCH Contributions	6,489.00
30751	COASTWIDE LABORATORIES	Park Restroom Supplies	316.21
30752	CAPITAL ONE COMMERCIAL/ COSTCO	Supplies for Kenmore Play Day	81.65
30753	FIRST AMERICAN TITLE	SR522 Recordings/Guarantee Litigation	2,805.60
30754	FRUHLING SAND & TOPSOIL	Dumping of Rhododendron Park Brush Bins	300.00
30755	GEOENGINEERS INC	5/31-8/15 Kenmore Village Professional Svcs	2,908.00
30756	GRAY & OSBORNE, INC	7/20-8/16 Trib. 0057 Channel Relocation	702.78
30757	JET CITY PRINTING	City Logo Envelopes	330.69
30758	KENMORE HERITAGE SOCIETY	200 Kenmore Flags	200.00

X. B. Approve Check Nos. 30730 - 30826 in the Amount of \$1,...

30759	KING COUNTY FINANCE W.L.R.D.	Water Quality Audits	778.36
30760	KING COUNTY FINANCE	Aug. Road Svcs Bridge/Traffic/Ped/Signs	178,033.54
30761	KING COUNTY FINANCE	Aug Adult/Juv Detention CWP Program	4,650.00
30762	KING COUNTY OFFICE OF FINANCE	Apr-Aug Public Defense Indigency Screening	5,386.83
30763	KING COUNTY SHERIFF	August Police Services	256,517.42
30764	KING COUNTY SHERIFF	July School District Overtime	232.01
30765	BLACKBAUD	2014 Annual Software Maintenance	5,464.24
30766	MR. T'S TROPHIES	Logo Wear Shirts/Caps/Jackets	751.75
30767	NORTHSHORE FIRE DEPT	August Fire Marshal Review	380.00
30768	NORTHSHORE UTILITY DIST	7/15-9/15 Multiple Utility Bills	6,438.06
30769	HONEY BUCKET	8/31-9/29 Twedt/Squires Landing	220.15
30770	OFFICE DEPOT	Office Supplies	745.20
30771	OLYMPIC ENVIRONMENTAL RESOURCES INC	Inglemoor HS 9/7/14 Fall Recycling Event	18,154.62
30772	PEOPLES STORAGE	Oct. Storage Unit Rent #C304	184.00
30773	PUGET SOUND ENERGY	8/15-9/15 St. Lights/Signals/Electricity Chgs	9,232.91
30774	SEATTLE TIMES	Legal Ads	545.65
30775	TOTAL LANDSCAPE CORP	Sept. NS Summit/City Hall/Parks Landscaping	6,404.21
30776	UNITED RENTALS NW, INC	Road Plate/Sammamish Bridge Joint	886.40
30777	WA STATE CONSOLIDATED TECH SVCS	August ListServ	175.00
30778	NATIONAL LEAGUE OF CITIES	NLC Membership Renewal	1,489.00
30779	SNOHOMISH COUNTY	August Vactor Waste Disposal Charges	624.00
30780	RANDALL, BRIAN	Lodging Reimbursement	151.86
30781	WA STATE DEPT OF TRANSPORTATION	July SR522 West A Services	66.10
30782	BANNER BANK LD	Supplies/Meals/Social Media/Seminar	687.22
30783	BANNER BANK CS	Fax/Copier	187.34
30784	HDR	6/29-8/23 SR522 W. A Design/ROW	99,676.31
30785	BANNER BANK DB	Survey Service	26.00
30786	BANNER BANK NO	Conference Registrations/Parking	1,040.56
30787	OUSLEY, NANCY	9/17-9/18 Mileage/Meals	260.72
30788	QUALITY BUSINESS SYSTEMS	8/2-9/1 1st & 2nd Floor Xerox Copies	964.56
30789	CURTIS, DR. MILTON	Refund Room Rental Deposit	250.00
30790	GRAINGER	Writing Portfolio for Bldg Code Inspector	29.83
30791	TOPIA TECHNOLOGY/ BIS	Website Hosting	200.00
30792	BANNER BANK KENMORE	Office/Breakroom/Maint. Supplies	664.31
30793	BANNER BANK KENMORE	Airfare/Bike Helmets/ICMA Registration	1,666.51
30794	BANNER BANK JGORDON	Garage Door Opener/Fans/Parking	459.15
30795	JACOBS ENGINEERING GROUP	7/26-8/22 W. Samm. Bridge Professional Svc	15,639.84
30796	COMCAST	9/14-10/13 City Hall Cable/Internet	130.80
30797	TOWNE CENTRE HARDWARE	Aug. Supplies - Public Works Crew & City Hall	406.15
30798	SARAH ROBERTS	August Prosecution Services	10,302.00
30799	INTEGRA TELECOM	9/8-10/7 City Hall Phone Service	810.79
30800	PAWS	August Animal Sheltering Services	1,320.00
30801	INDEPENDENT STATIONERS	Ink/Toner/Office Supplies	291.25
30802	BANNER BANK BH	Portable Desktop	16.19
30803	MILLER STEPHENS, MARY	Aug. Public Defense Services @ SCORE	1,250.00
30804	PERTEET INC.	6/30-7/27 Citywide Safety Improvements	48,602.67
30805	GOVERNMENT FINANCE RESEARCH GROUP	Municast Renewal	1,995.00
30806	VERIZON WIRELESS	8/27-9/26 Cell Phones/I-Pads	1,027.95
30807	BANNER BANK VAN NESS	Meals/Lodging/Travel Charges	953.29

X. B. Approve Check Nos. 30730 - 30826 in the Amount of \$1,...

30808	BANNER BANK	BAKER	Transportation/Lodging Meals	1,869.62
30809	ALLPLAY SYSTEMS LLC		Playground Equipment	664.45
30810	KARLINSEY, ROB		Mileage Reimbursement	206.64
30811	KENMORE COMMERCIAL LLC		Oct. Incubator Bldg Lease Payment	3,281.00
30812	ALPHAGRAPHICS US718		Business Cards	101.79
30813	INNOVAC		Vactor Maint/Catch Basin Cleaning	1,940.89
30814	CONTOUR FENCE CO. INC.		61st Fence Repair/Rail Modification	1,483.73
30815	MOBILE MINI, INC.		9/16-10/13 Log Boom Park Storage	110.49
30816	NORTHWEST LANDSCAPE SERVICES		SR522/67th Vegetation Maintenance	1,040.25
30817	HESTON VISUAL ARTS		Council Photos	377.50
30818	TRINITY CONTRACTORS, INC.		Final Pymt 13-C1232 Retainage	7,432.91
30819	MACDONALD MILLER FACILITY SOLUTIONS		Water Heater Repair @ City Hall	1,072.22
30820	SCORE		August Inmate Housing	47,810.00
30821	LYONS, LIZANNE & HAMMOND, JAMES		NS Summit Park Construction Mitigation	531.26
30822	HEWITT		Aug. Professional Svcs/ Skate Park	1,055.61
30823	DENUSKI, STACEY		Airfare Reimbursement 9/22-9/25	354.20
30824	ALLISON & PARTNERS		August Economic Development Services	1,427.50
30825	MAIN STREET PROPERTY GROUP		Skate Park Demolition	10,000.00
30826	OUSLEY, NANCY		Mileage Reimbursement/Business Meetings	235.64
6776	DENNIS LOVELETT		Payroll Check	1,272.01
6777	SEAN URANGA		Payroll Check	51.70
9/19/2014	PAYROLL		Direct Deposit	67,948.06
				<u>\$1,382,744.01</u>

X. B. Approve Check Nos. 30730 - 30826 in the Amount of \$1,...

2014	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2014
	314 PIE		7.00
	6270 BOTHELL WAY LLC		10,000.00
	A+ CONFERENCING		71.98
	A-1 LANDSCAPING & CONSTRUCTION, INC		166,136.14
	AA ASPHALTING, INC		17,426.93
	AA PARTY RENTALS		1,683.78
	AAA FLAG & BANNER MFG. CO., INC.		1,920.25
	ACADEMI TRAINING CENTER, LLC		800.00
	ACF WEST INC		469.79
	ACTION ENTERTAINMENT		395.00
	ADVANCE TESTING & SERVICE INC		540.00
	AFLAC		4,098.16
	ALCALDE & FAY		40,720.62
	ALPHAGRAPHICS US718		552.84
	AMERICAN GENERAL		3,480.48
	AMERICAN PLANNING ASSOCIATION		1,990.00
	AMERICAN PUBLIC WORKS ASSOCIATION		780.00
	ANDERSON, LAURI		142.38
	ARTS OF KENMORE		200.00
	ASP, DANIEL		437.50
	ASSOCIATION OF WA CITIES		17,456.62
	AURORA RENTS		1,905.40
	AV CAPTURE ALL, INC.		2,176.87
	AWC EMPLOYEE BENEFITS		312,394.05
	BADGLEY'S LANDSCAPE LLC		3,941.75
	BAKER, DAVID		1,860.65
	BANK OF AMERICA 941		259,185.99
	BANNER BANK BAKER		13,150.91
	BANNER BANK BH		2,599.96
	BANNER BANK CS		3,524.42
	BANNER BANK DB		1,045.42
	BANNER BANK JG		7,829.07
	BANNER BANK JGORDON		12,017.27
	BANNER BANK KENMORE		17,477.94
	BANNER BANK LD		5,783.95
	BANNER BANK NO		7,428.34
	BANNER BANK PS		1,315.82
	BANNER BANK ROGERS		2,536.68
	BANNER BANK VAN NESS		6,213.11
	BASTYR UNIVERSITY		50,200.00
	BAUER, ANDREW		341.86
	BAYE ENTERPRISES, INC.		833.30
	BEARCOM		170.82
	BEEGEE TOLPA		700.00
	BENT, DEBORAH A		169.52
	BETHANY BIBLE CHURCH		35,850.00
	BINW		1,138.63

X. B. Approve Check Nos. 30730 - 30826 in the Amount of \$1,...

BIOBAG AMERICAS INC.	710.83
BRABEC, MARY	3,500.00
BRIEN, GAYLYNN	400.00
BUENA VISTA SERVICES, INC.	3,960.00
BUILDERS EXCHANGE OF WASHINGTON INC	45.70
BULGER SAFE & LOCK, INC.	704.47
CALPORTLAND COMPANY	957.75
CAMPOS APPRAISALS, INC.	3,200.00
CANTEEN REFRESHMENT SERVICES	2,771.80
CASCADE PEST CONTROL	1,565.85
CEMEX	1,971.53
CENTER FOR HUMAN SERVICES	12,500.00
CENTER FOR PRIORITY BASED BUDGETING	8,500.00
CHARLENE COLLINS FREEMAN	50.00
CHICAGO TITLE	10,000.00
CITY OF BELLEVUE	74,003.56
CITY OF KENMORE	988,899.41
CITY OF KENMORE FS	3,946.55
CITY OF KENT	500.00
CITY OF LAKE FOREST PARK	573,800.58
CITY OF SHORELINE	1,307.90
CITYWORKS/ AZTECA SYSTEMS INC.	9,995.00
CLARITY SIGNS	650.10
CLK CONSTRUCTION LLC	3,171.48
CLOWNS UNLIMITED, INC.	711.75
COASTAL WEAR PRODUCTS INC	2,713.42
COASTWIDE LABORATORIES	4,526.80
CODE PUBLISHING COMPANY	350.00
COLUMBIA BANK	13,725.10
COLUMBIA RIDGE LANDFILL	3,850.99
COMCAST	2,516.57
COMPUCOM	7,207.85
CONSOLIDATED PRESS	7,437.19
CONTECH ENGINEERED SOLUTIONS, INC	2,999.42
CONTOUR FENCE CO. INC.	2,318.12
CPS CONSTRUCTION LLC	4,000.00
CROWN PRODUCTS LLC	811.32
CULLEY, AMBERLY	4,000.00
CUNNINGHAM, ED	250.00
CURTIS, DR. MILTON	67.76
DACO ENTERPRISES	2,975.00
DAILY JOURNAL OF COMMERCE	2,167.00
DANSOUND INC	6,817.50
DAY WIRELESS SYSTEMS	229.32
DEPARTMENT OF ECOLOGY	26,383.24
DEPARTMENT OF LABOR AND INDUSTRIES	18,966.73
DEPARTMENT OF NATURAL RESOURCES	500.00
DEPARTMENT OF RETIREMENT SYSTEMS	216,151.17
DEVELOPMENTAL RESOURCES, INC.	350.00

DEVRIES, DENIS	121.52
DIGITAL REPROGRAPHICS SERVICES INC.	463.27
DORIA, JOSEPH	1,000.00
DRS 457	14,860.00
DURRANT, JEFF	167.75
DWAYNE LANE'S	24,259.73
EMERALD FIRE LLC	303.32
EMERGENCY SERVICE COORDINATING AGCY	48,964.00
ENTERTAINMENT FIREWORKS INC	17,000.00
ENVIROCERT INTERNATIONAL, INC.	100.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	7,675.95
ESTATE OF HARRY S. CHRISTIAN	5,350.00
EVERGREEN PRINT SOLUTIONS	741.14
EVERGREEN SAFETY COUNCIL	199.00
EVER-MARK, LLC	786.81
FABULOUS CLEANERS	16.42
FASTSIGNS	578.16
FAZZARI MARKETING	2,344.74
FEDEX OFFICE	120.72
FERGUSON ENTERPRISES INC #1539	2,914.27
FIRE PROTECTION, INC	5,278.18
FIRST AMERICAN TITLE	7,091.40
FITZGERALD, ELLIOTT	150.00
FRAUSE	15,412.27
FRONTIER	7,897.01
FRUHLING SAND & TOPSOIL	3,010.96
G & H PRINTING	402.39
GEOENGINEERS INC	10,287.50
GIPSON FOOD COMPANY, LLC	360.00
GLOCK PROFESSIONAL, INC	390.00
GOBBLE EXPRESS	91.00
GOODSELL POWER EQUIPMENT #2 INC.	26.21
GORDON THOMAS HONEYWELL	29,283.56
GOVDELIVERY	6,150.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENTAL ACCT STANDARDS BOARD	225.00
GRAINGER	135.11
GRAY & OSBORNE, INC	9,740.84
GREATER BOTHELL CHAMBER OF COMMERCE	725.00
GREGORY, JOANNE	358.11
GSC PRODUCTION	300.00
HANSEN, COREY	3,000.00
HAPA WORLD MUSIC, LLC	2,250.00
HARRIS COMPUTER SYSTEMS	7,105.83
HARRIS, LESLIE	2,759.60
HDR	522,902.30
HERBIG, NIGEL	149.79
HERO HOUSE	700.00
HESTON VISUAL ARTS	700.80

HEWITT	5,975.00
HIGHWIRE	5,439.96
HOFFMAN, GAYLE	1,500.00
HOME COURT ADVANTAGE INC.	1,368.75
HOME DEPOT CREDIT SERVICES	1,813.58
HONEY BUCKET	1,474.75
HOPELINK	34,312.50
HOPKINS, CRAIG	175.28
HORIZON DISTRIBUTORS INC	429.50
HOUGH BECK & BAIRD INC	13,512.50
HP'S SMOKEHOUSE BBQ	154.00
HWA GEOSCIENCES INC.	900.00
ICMA RETIREMENT TRUST 457 - 304745	50,052.77
ICOMPASS TECHNOLOGIES, INC.	8,400.00
INDEPENDENT STATIONERS	1,554.65
INGALLINAS BOX LUNCH	60.63
INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	100.00
INNOVAC	16,665.14
INSLEE, BEST, DOEZIE & RYDER, P.S.	197,710.25
INTEGRA TELECOM	6,391.47
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,273.71
INTERNATIONAL INST OF MUNI CLERKS	210.00
IWORQ SYSTEMS	1,000.00
JACOBS ENGINEERING GROUP	111,232.34
JB TECHNOLOGY, INC	714.29
JET CITY PRINTING	1,409.76
JOHN E. REID & ASSOCIATES	420.00
JOYCE ZIKER PARKINSON	19,457.50
KAMINS CONSTRUCTION	195,968.41
KARLINSEY, ROB	814.69
KCDA PURCHASING COOP	95,358.31
KEEP POSTED INC	278.00
KENMORE COMMERCIAL LLC	26,248.00
KENMORE ELEMENTARY PTA	6,000.00
KENMORE HOLDINGS, LLC	6,950.00
KENMORE INVESTMENT PROPERTIES, LLC	33,700.00
KENMORE LAKEVIEW, LLC	2,500.00
KENMORE SENIOR CENTER	700.00
KING COUNTY ANIMAL SVCS	3,075.00
KING COUNTY DISTRICT COURT	94,353.00
KING COUNTY FINANCE	610,372.74
KING COUNTY FINANCE W.L.R.D.	53,039.23
KING COUNTY FINANCE/ GIS	744.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	4,443.47
KING COUNTY RADIO COMM SERVICES	815.85
KING COUNTY REAL ESTATE SVCS	51,200.00
KING COUNTY RECORDER'S OFFICE	784.00
KING COUNTY SHERIFF	1,826,873.59

KING COUNTY SUPERIOR COURT CLERK	576,800.00
KING COUNTY TREASURY	33,246.11
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KINGMAN, ASHLEY	2,000.00
KOMPAN, INC	976.96
KONICA MINOLTA BUSINESS SOLUTIONS	1,681.09
KUSTOM SIGNALS, INC.	9,260.26
LANGUAGE LINE SERVICES, INC.	182.22
LEE, BRETT	56.94
LIGHTHOUSE CONSULTING INC	31,626.09
LOYUK, SAMANTHA	72.24
LYONS, LIZANNE & HAMMOND, JAMES	2,000.00
MACDONALD MILLER FACILITY SOLUTIONS	7,052.60
MAIL FINANCE	2,701.59
MARINE FLOATS CORPORATION	68,748.76
MCALLISTER, TERESA	63.28
MEDELES, JOSE	600.00
MEITZNER BROTHERS	7,500.00
METROPOLITAN TRANS. COMMISSION	1,500.00
MICRONET, INC.	450.00
MILLER STEPHENS, MARY	8,750.00
MILLER'S EQUIPMENT & RENT ALL INC.	46.81
MINZGHOR, NICHOLAS	343.75
MOBILE MINI, INC.	1,702.86
MORGAN SOUND INC	1,849.46
MR. T'S TROPHIES	814.46
MULVIHILL, MARJORIE	250.00
NATIONAL BARRICADE CO	191.41
NATIONAL BUSINESS INCUBATION ASSOC.	525.00
NATIONAL LIFE OF VERMONT	1,879.12
NATIONWIDE FINANCIAL 401a	172,374.72
NATIONWIDE RETIREMENT SOLUTIONS 457	4,705.00
NEW PIG	3,440.64
NEWELL, HEATHER	1,519.05
NORTH COAST ELECTRIC	1,154.78
NORTH CREEK DESIGN	60.00
NORTHSHORE FIRE DEPT	5,093.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE PAVING INC	6,099.11
NORTHSHORE ROTARY CLUB	202.00
NORTHSHORE SENIOR CENTER	17,600.00
NORTHSHORE UTILITY DIST	201,686.86
NORTHSHORE YOUTH & FAMILY SERVICES	12,500.00
NORTHWEST LANDSCAPE SERVICES	31,630.67
NORTHWEST PLAYGROUND EQUIPMENT INC.	1,053.94
NORTHWEST VENTURES, LLC	9,500.00
OFFICE DEPOT	4,937.50
OFFICE TEAM	643.95
OLSON, ROBERT & KRISTIN	3,800.00

OLYMPIC ENVIRONMENTAL RESOURCES INC	27,116.49
OLYMPUS PURSUITS/ SHAWN JOHNSON	600.00
OSBORN CONSULTING INC.	134,276.93
OUSLEY, NANCY	907.43
OVERLEESE, KRISTEN	283.86
PACIFIC TOPSOILS	6,347.67
PACIFICA LAW GROUP LLP	3,168.00
PART WORKS INC	810.73
PASSPORT TRAVEL AND TOURS	540.00
PAWS	3,630.00
PENDLETON, MICHAEL	5,113.94
PEOPLES STORAGE	1,472.00
PERTEET INC.	289,711.80
PETTY CASH CUSTODIAN	1,276.63
PHAM, NY THI	500.00
PHSI PURE WATER FINANCE	1,308.15
POLYRHYTHMICS, LLC	1,750.00
PRO-VAC	5,672.10
PUBLIC HEALTH DEPT. OF KING COUNTY	100.00
PUGET SOUND BUSINESS JOURNAL	97.00
PUGET SOUND CLEAN AIR AGENCY	11,500.00
PUGET SOUND ENERGY	144,469.11
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PURE WATER TECHNOLOGY OF PUGET SOUND	336.39
QUALITY BUSINESS SYSTEMS	6,165.63
RAZZ CONSTRUCTION	23,077.53
REDFIELD PROPERTIES LLC	2,975.00
REDMOND, MICHAEL	544.71
REITZ, THERESA dba MISS TESS	1,500.00
REPUBLIC SERVICES	6,815.03
RICHARDSON, ZACK	656.88
RNR CONSULTING	15,532.00
ROAD CONSTRUCTION NW, INC.	286,854.55
ROD STEVENS	950.00
RODGERS, DEUTSCH & TURNER PLLC	750.00
ROGERS, GLENN	64.96
RONGERUDE, JOHN	900.00
SAFRIN, PATTY	58.80
SAMYN, DR. JEFFREY	250.00
SARAH ROBERTS	72,114.00
SATO, EDWIN	101.32
SCHINDLER ELEVATOR CORPORATION	950.94
SCHUMACHER, JAMIE	2,710.25
SCHWARZWALTER, MARK	180.00
SCORE	101,161.28
SEATTLE TIMES	9,052.95
SEES TREES AND EXCAVATION INC	5,406.57
SESAC	343.00
SHARAM FAMILY	3,484.30

SHELTON, CINDY	34.72
SHRED-IT	481.64
SIGN UP, SIGN CO, INC	295.65
SIMPSON, ARTHUR	150.00
SKAGIT GARDENS	1,318.20
SMITH, BRENT	68.32
SNOHOMISH COUNTY	5,428.00
SNOHOMISH COUNTY SHERIFF'S OFFICE	9,761.31
SNOHOMISH COUNTY TREASURER/ SHERIFF	44,513.99
SOUND CITIES ASSOC	11,850.97
SOUND EMPLOYMENT SOLUTIONS, INC.	4,539.60
SOUND LAW CENTER	4,102.00
SOUND PUBLISHING, INC.	4,571.97
SPERRY, LAURIE	63.84
SPOT HOT DOG & BRATS	263.00
ST EDWARD STATE PARK	8,454.34
ST OF WA DEPT OF FISH & WILDLIFE	68,108.71
STATE OF FLORIDA DISBURSEMENT UNIT	4,675.00
STATE OF WA DEPT. OF LICENSING	30.00
STEWART MACNICHOLS HARMELL, INC.	28,000.00
STRIPE RITE, INC.	34,000.00
SUSSMAN/PREJZA & CO, INC	2,455.75
TACOMA SCREW PRODUCTS, INC.	88.37
TELESYSTEMS WEST	1,773.91
THE KIPLINGER LETTER	99.00
TIMEMARK INCORPORATED	111.58
TITAN OUTDOOR, LLC	1,505.95
TOPIA TECHNOLOGY/ BIS	7,420.00
TOTAL LANDSCAPE CORP	46,196.68
TOWNE CENTRE HARDWARE	1,878.68
TRAILER BOSS	2,933.81
TRANE U.S. INC.	26,690.67
TRINITY CONTRACTORS, INC.	141,225.28
UNITED RENTALS NW, INC	7,655.08
UNITED STATES POSTMASTER	4,668.47
UNITED WAY OF KING COUNTY	3,876.00
UNIVERSAL FIELD SERVICES	12,087.52
UPS STORE	648.41
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	12,336.03
UTILITIES UNDERGROUND LOCATION CTR	1,161.00
VALUE DRIVEN LLC	7,200.00
VAN NESS, ALLAN	1,912.58
VERIZON WIRELESS	7,658.50
VERTICAL VISUAL SOLUTIONS INC.	15,795.37
VOLGISTICS, INC	186.00
W.S.S.O. Advanced Training	250.00
WA ASSOC OF BUILDING OFFICIALS	650.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	140.00

WA CITIES INSURANCE AUTHORITY	186,543.00
WA FINANCE OFFICERS ASSOCIATION	475.00
WA GUARANTEED EDUCATION TUITION	800.00
WA STATE CONSOLIDATED TECH SVCS	1,225.00
WA STATE DEPT OF LABOR & INDUSTRIES	125.30
WA STATE DEPT OF TRANSPORTATION	4,575.39
WA WILDLIFE & RECREATION COALITION	125.00
WAGE WORKS	400.00
WALL, JOHN	1,792.84
WANG, YU SHENG & HUI KUAN	8,850.00
WASHINGTON MUNICIPAL CLERKS ASSOC	75.00
WASHINGTON STATE DEPT OF REVENUE	40.57
WASHINGTON STATE O.M.W.B.E.	100.00
WASHINGTON TOURISM ALLIANCE	500.00
WASHINGTON WOMEN OF CROSS	400.00
WEIGEL, JON	83.85
WEISBAND, BARRY	21,258.74
WELLS FARGO FINANCIAL	9,874.84
WELWEST CONSTRUCTION INC.	92,492.52
WEST, ELI	1,750.00
WESTERBECK ARCHITECTURE LLC	704.47
WIESE ENTERPRISES, INC.	1,220.34
WILDCLIFFE MANOR, LLC	7,956.00
WINDOW CLEANING & MORE	2,400.00
WINTERBOURNE LANDSCAPE	542.03
WONDERLAND DEVELOPMENT	6,750.00
ZHANG, LIJUAN	206.00
ZONAR SYSTEMS	525.33
ZORNES, GARY	1,668.19
ZUMAR	2,423.56
SR522 ROW Purchases	Wire Transfer
	<u>10,644,715.27</u>

Subject/Topic: Use of Electronic Fingerprint Equipment, Mobile ID

Department: Police

Initial & Date

Att 9/30/14

Aug 10/11/14

Rgk 10/2/14

1

Approve Contract No. 14-C1331, Interlocal Agreement with King County for use of Electronic Fingerprint Equipment provided by the Regional AFIS program.

- Contract No. 14-C1331 with Exhibits A & B

Appropriation Required \$0

FISCAL CONSIDERATION:

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF KENMORE**

for use of

ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

THIS AGREEMENT is entered into between King County ("County") and the city of Kenmore ("Agency"). The County and the Agency may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 17381; and

WHEREAS, the Agency wishes to use AFIS services through Electronic Fingerprint Capture Equipment ("FP Equipment") including the necessary software and computer equipment, and system maintenance services;

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement, the Parties hereto agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish the terms under which FP Equipment, which the County approves for placement in the Agency, will be used and maintained. This applies to FP Equipment previously approved for placement in the Agency and FP Equipment approved for placement in the Agency during the term of this agreement. The goals of this Agreement are to:

- Protect the public by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.
- Provide efficiency and accuracy in criminal record reporting to the Washington State Patrol ("WSP") and the Federal Bureau of Investigation ("FBI").
- Improve the quantity and quality of fingerprints available for search in the King County Regional AFIS Database.

FP Equipment is defined as:

- Livescan: stationary electronic fingerprint capture equipment used to obtain full sets of fingerprints for purposes of searching and storing in AFIS;
- Mobile ID: mobile electronic fingerprint capture equipment used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These prints are not stored in AFIS.

II. CONTRACT ADMINISTRATION

- A. This Agreement shall be administered by the King County Sheriff through the Regional AFIS Manager or other designee and the Agency Chief of Police or its designee. Each Party's governing body shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

III. GENERAL TERMS AND CONDITIONS

- A. The County, in its sole discretion, will decide whether to place FP Equipment in the Agency.
- B. All FP Equipment purchased by the County and located at the Agency's site shall remain the property of the County.
- C. The County may require the Agency to return FP Equipment to the County at any time, for any reason.
- D. All FP Equipment that has been installed by the King County Regional AFIS Program will be available for use by any other law enforcement agency operating within King County, if feasible, and no charge for the use of those devices by other agencies will be levied by the Agency.
- E. All FP Equipment shall be used exclusively for biometric purposes only.
- F. Statistics, or any information, which is pertinent to the FP Equipment and AFIS Program and requested by the King County Regional AFIS Manager, will be compiled by the Agency and submitted as needed.
- G. The Agency shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.
- H. The County may remove any Agency employee's rights to use FP Equipment at any time, for any reason.
- I. The Agency shall ensure that no Agency employee, officer or agent sells, transfers, publishes, discloses, or otherwise makes available any FP Equipment, software, documentation or copies thereof to any third party without the express written authorization of the County.
- J. The Agency agrees to notify the County immediately of any FP Equipment access code of any person who leaves Agency employment so that the County may delete that person's access code in order to maintain the integrity of the AFIS.
- K. The Agency will comply with all FP Equipment requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to the Agency and automatically incorporated as a new Exhibit A to this agreement. No council approval will be required to amend the Exhibit A.
- L. The Agency will comply with the Regional AFIS Program Biometric Handheld Fingerprint Identification Policy. Copy attached as Exhibit B. The Regional AFIS Manager may revise this policy at any time. Any revised policy will be provided to the Agency and automatically incorporated as a new Exhibit B to this agreement. No council approval will be required to amend the Exhibit B.

IV. AGENCY LIAISONS AND TRAINING

- A. The Agency shall assign at least one (1) Liaison. The Agency may assign separate Liaisons for each type of FP Equipment.
- B. All Agency Liaisons are required to attend training in the proper use of and the administrative functions of the FP Equipment. Training shall be provided by the County designated Trainer.
- C. Agency Liaisons for Livescan are responsible to work with the County to schedule staff training, provide user access, perform queue maintenance, and conduct system troubleshooting and testing.
- D. Agency Liaisons for Mobile ID are responsible to work with the County to schedule Agency staff to install the Mobile ID software, schedule staff training, and conduct system troubleshooting and testing.
- E. All Agency FP Equipment Operators are required to attend County provided training in the proper use of the FP Equipment by the County designated Trainer.

V. INSTALLATION AND MAINTENANCE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

A. Costs paid by County

The County shall pay for the one-time delivery and installation of the FP Equipment approved for placement in the Agency. The County shall be responsible for all maintenance costs on the FP Equipment, unless otherwise specified below.

B. Costs paid by Agency

The Agency shall pay the following costs related to FP Equipment:

- 1. Any cost for office space remodeling which may be necessary to accommodate the Agency's Livescan installation;
- 2. Any internal infrastructure which may be necessary to connect the Agency to the King County Network. This infrastructure may include a Local Area Network, wiring, or other equipment;
- 3. Services in connection with the relocation of the FP Equipment or the additional removal of items of equipment, attachments, features, or other devices, except as may be mutually agreed by written amendment to this Agreement;
- 4. Electrical work external to the Agency's FP Equipment;
- 5. Repair or replacement of damaged or lost FP Equipment from any cause whatsoever, while in the care, custody and/or control of the Agency;
- 6. Repair or replacement to FP Equipment due to the FP Equipment being modified, damaged, altered, moved or serviced by personnel other than County's Contractor or its authorized representative;
- 7. Purchase of consumable FP Equipment supplies, such as printer toner cartridges, cleaning supplies, and gloves;

8. Agency employee salary cost and any overtime pay which may be necessary to complete initial or ongoing use or training for FP Equipment;
9. Cost of integrating any Agency system to the FP Equipment.
10. Costs associated with moving FP Equipment.
11. Costs associated with preventative cleaning of FP Equipment.
- C. The County shall act as the point of contact for any questions or service calls from the Agency that need to be relayed to the FP Equipment Contractor. The County shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.
- D. The Agency shall provide a means of gaining access to the FP Equipment twenty-four (24) hours a day, seven (7) days a week for the purpose of installation, service calls, regular maintenance and special maintenance, when agreed upon in advance between parties. The Agency shall permit the County and/or the FP Equipment Contractor prompt and free access to the FP Equipment, including the ability to access the Livescan remotely.
- E. The Agency will not make or permit any person other than the County or the FP Equipment Contractor to make any adjustment or repair to the FP Equipment. The Agency will not relocate, modify, change, or attempt to connect said FP Equipment without the prior written permission of the AFIS Regional Manager. The Agency will not attempt to service the FP Equipment, except for normal cleaning, and will not permit anyone other than the County or the FP Equipment Contractor to perform maintenance services in connection with the FP Equipment.
- F. The Agency shall promptly notify the County of any error, defect, or nonconformity in the FP Equipment.
- G. The Agency shall perform preventative cleaning of the FP Equipment in accordance with the written instructions and schedules provided by the County.
- H. Any local system or network changes that would affect the FP Equipment or King County network must be reviewed by King County prior to implementation.
- I. The Agency shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the FP Equipment Security Policy as described in Exhibit A.

VI. DURATION, TERMINATION AND AMENDMENT

- A. This Agreement shall become effective when it is signed by both Parties.
- B. This Agreement shall continue in full force and effect from year to year unless modified or terminated in accordance with the terms of this Agreement.
- C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Article 2, thirty (30) days advance written notice of the termination.
- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way the County may, upon written notification to the Agency's administrator, as described in Article 2, terminate or suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

- E. This Agreement shall terminate without penalty in the event that, in the opinion of the County, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.
- F. Upon termination of this Agreement, the Agency shall cooperate in the return of all King County property to the County. Such a return would be coordinated by the Regional AFIS Manager.
- G. As described in Section III.M and N, any changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the parties.

VII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. In no event will the County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.
- B. The Agency shall indemnify, defend and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of or in any way relating to the installation, maintenance or use of the County's FP Equipment including any claimed violation of any person's civil rights. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Agency's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the Agency's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Agency shall defend the same at its sole cost and expense; provided, that, the County retains the right to participate in said suit at its own expense if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.
- C. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the Agency, its employees, contractors or others by reason of this Agreement.
- D. The Agency shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) the Agency's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to the Agency of work, services, materials or supplies by Agency employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.
- E. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

VIII. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

IX. DISPUTES

The Parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both Parties will make a good faith effort to continue without

delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

X. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

XI. WARRANTY OF RIGHT TO ENTER INTO AGREEMENT

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement for each Party have the authority to bind that Party.

XII. ENTIRE AGREEMENT

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, the governing body of each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

KING COUNTY	AGENCY:
_____	<u>City of Kenmore</u>
NAME OF PERSON SIGNING	NAME OF AGENCY
_____	<u>Rob Karlinsey</u>
TITLE OF PERSON SIGNING	NAME OF PERSON SIGNING
_____	<u>City Manager</u>
DATE SIGNED	TITLE OF PERSON SIGNING

	DATE SIGNED

EXHIBITS:

- A: FP Equipment Requirements
- B: Biometric Handheld Fingerprint Identification Policy

EXHIBIT A
FINGERPRINT EQUIPMENT
REQUIREMENTS

I. LIVESCAN SPECIFIC REQUIREMENTS

A. Environmental

The County shall provide an Uninterruptible Power Supply ("UPS") to be used with the Livescan equipment at no cost to the Agency.

The Agency shall provide the County with a minimum of two fixed IP addresses to be used only for the Livescan system and fingerprint card printer.

Cities must provide the proper environment for the Livescan, to include:

1. Consistent temperature ranging from 60 to 80 degrees Fahrenheit.
2. Consistent humidity ranging from 20% to 80% non-condensing.
3. Network connections no more than 3-4 feet from equipment.
4. Total of 4 power outlets within 3-4 feet of the Livescan system.

Note: It is recommended that Cities have a dedicated 120V, 15Amp, 60Hz power line for the Livescan to avoid circuit overload.

B. Local Interfaces

Livescans may be integrated with local records management systems provided that:

1. All development and installation costs are paid by the Agency
2. The integration specifications are provided for review and approval by the County prior to implementation
3. The integration is tested by the County prior to implementation

C. Fingerprint, Palmprint and Arrest Record Transmission

1. All Agency criminal misdemeanor, gross misdemeanor, and felony fingerprints and palmprints, on both adults and juveniles, will be electronically transmitted to the King County Regional AFIS database for search and registration.
2. The King County Regional AFIS will transmit the Agency's fingerprint images, charge and demographic data, electronically to the Washington State Patrol for processing.
3. The Agency will be solely responsible for the accuracy of all demographic and charge information on its fingerprint and palmprint submissions. The County will not edit any suburban Agency demographic or charge information prior to submitting to Washington State Patrol.

II. MOBILE IDENTIFICATION SPECIFIC REQUIREMENTS

The Agency must provide the proper environment for the Mobile ID software, to include:

- A. The Mobile Data Terminal or patrol vehicle mounted laptop running Windows 7 (32 or 64 bit) operating system.
- B. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy.

III. QUALITY CONTROL

Maintaining the quality of the Regional AFIS database is important in order to continue our region's ability to identify criminals and solve crimes. The Agency shall submit electronically captured fingerprints and palmprints (where applicable) to the Regional AFIS database that are of the best possible quality. The County will provide training to Agency staff, either through the FP Equipment Contractor or the County. The Agency and County will work together to ensure that all users are trained to competency. The County will review the quality of electronically captured prints and inform Agency of operators not meeting standards. These operators may be required to repeat training, and must improve their overall quality, in order to maintain access to the FP Equipment.

IV. NETWORKING

The Agency will provide coordination of Agency IT staff, when needed, to ensure secure networking is in place.

The Agency shall report, in advance when possible, all network changes and/or outages which have the potential to disrupt FP Equipment connectivity. Reporting can be made via the King County Service Request Line (206-263-2777) or the AFIS IT mailbox (AFISITHelp@kingcounty.gov).

V. SECURITY

A. Roles and Responsibilities

Each participating Agency is responsible for establishing appropriate security control.

All member Cities shall provide security awareness briefing to all personnel who have access to King County FP Equipment.

B. Monitoring

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

Security-related incidents that impact County FP Equipment data or communications circuits shall be reported immediately upon discovery by the Agency to the King County Regional AFIS Program.

C. Physical Security

Cities must assume responsibility for and enforce the system's security standards with regard to all Cities and users it services. The Agency must have adequate physical security to protect against any unauthorized access to FP Equipment, or stored/printed data at all times.

D. Network Environment Security

Cities hosting the connection of FP Equipment shall ensure adequate security measures are taken to provide protection from all forms of unauthorized and unsolicited access to FP Equipment. These security measures will be in compliance with Federal Information Processing Standard (FIPS) 140-2.

Cities are required to provide, manage, and maintain a firewall that segments the FP Equipment from any foreign non-public safety networks.

Any exceptions to this or any other network security requirement must be approved by the Regional AFIS Manager under the guidance of King County by and through its Sheriff's Office Information Services Section and King County Information Technology.

If a security breach occurs and personal identifiable information or confidential data is released or compromised, the host Agency shall bear the responsibility and costs to notify affected individuals whose information was released or compromised. This will be completed in accordance with any applicable state or federal laws.

EXHIBIT B

**BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY
King County Regional Automated Fingerprint Identification System (AFIS)**

I. PURPOSE

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

II. PROGRAM

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

In the future, a simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

- A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.
- B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.
- C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

III. PROCEDURE

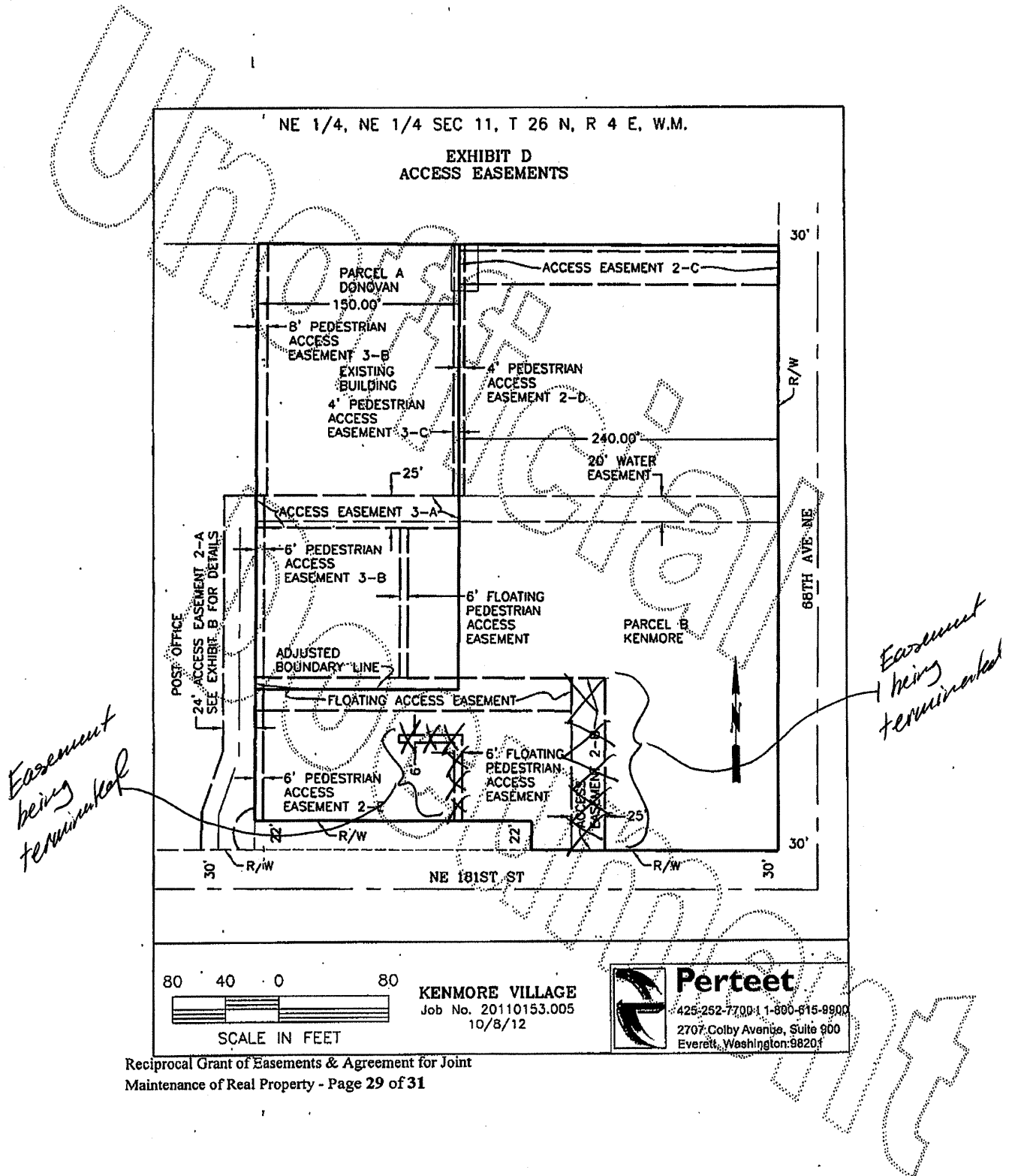
The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

- A. An officer may use Mobile ID when there is probable cause to arrest a suspect.
- B. An officer may also use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.
- C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.
- D. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.



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

Subject/Topic: Kenmore Village Amendment to Easement Agreement with Kenmore Camera and Spencer68 Proposed Council Action/Motion: Adopt Resolution No. 14-249 approving amendment to the easement agreement with Kenmore Camera and Specer68	For Council Meeting Agenda of: October 13, 2015 Department: City Manager's Office Prepared by: Rob Karlinsey, City Manager Initial & Date Approved by Department Head: _____ Approved by City Attorney: <u>Jackson Bennett via email</u> Approved by Finance Director: _____ Approved by City Manager: <u>RJK 10/2/14</u> Exhibits/Attachments: Resolution
Expenditure Required \$0 Amount Budgeted \$N/A Appropriation Required \$0	
INFORMATION/BACKGROUND: In April of 2013 as part of the boundary line adjustment and sale of property to Kenmore Camera, the City entered into an easement agreement with James and Martha Donovan that provided for access to each party's respective properties. One of the easements granted at that time allowed for access to the Kenmore Camera lot from NE 181st St. As part of the redevelopment of the Kenmore Village and the construction of the Town Green, the City staff now contemplates placing the Town Green on the location of an access easement from NE 181st St and a pedestrian easement. Accordingly, the City has negotiated with the owners of Kenmore Camera to amend and restate the previous easement agreement. The amended and restated easement agreement does the following: 1. It terminates the north south easement providing Kenmore Camera with access to NE 181st. 2. It terminates the pedestrian easement. 3. It provides for reciprocal parking on Kenmore Camera's parcel, and on the City's Post Office Parcel and Eastern Parcel. A depiction of the easements being terminated immediately follows this page.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Goal #2: Economic Development	



**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 14-249**

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, APPROVING AN AMENDED AND
RESTATED RECIPROCAL GRANT OF EASEMENTS AND
AGREEMENT FOR JOINT MAINTENANCE OF REAL
PROPERTY.**

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

WHEREAS, the City entered into that certain Reciprocal Grant of Easements and Agreement for Joint Maintenance of Real Property dated April 3, 2013 and recorded on April 5, 2013 in the real property records of King County, Washington under recording no. 2130405001184 with James M. Donovan and Martha W. Donovan (the "Kenmore Camera Easement");

WHEREAS, the City plans to develop the town green on a portion of its property that is currently burdened by an access easement and a pedestrian easement granted pursuant to the Kenmore Camera Easement (the "Access Easements");

WHEREAS, the City wishes to extinguish the Access Easements, and provide for reciprocal parking rights to reflect the planned development of the City's downtown consistent with the City of Kenmore 2003 Downtown Plan and 2009 Economic Development Strategy;

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

Section 1. Approval of the Amended and Restated Reciprocal Grant of Easements and Agreement for Joint Maintenance of Real Property and Authorization of the City Manager. The City Council hereby approves the Amended and Restated Reciprocal Grant of Easements and Agreement for Joint Maintenance of Real Property in substantially the form contained in Exhibit A hereto (the "Amended and Restated Easement"), and authorizes the City Manager to execute the Amended and Restated Easement and record the same in the real property records of King County. Additionally, the City Council authorizes the City Manager to adjust the legal descriptions and depictions of the easements granted in the Amended and Restated Easement Agreement in consultation with the Mayor and the City Attorney.

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

CITY OF KENMORE

Mayor David Baker

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

EXHIBIT A

Form of Amended and Restated Reciprocal Grant of Easements and Agreement for Joint
Maintenance of Real Property

AFTER RECORDING PLEASE RETURN TO:

JACKSON T. BENNETT
INSLEE, BEST, DOEZIE & RYDER, P.S.
10900 NE 4TH ST., SUITE 1500
BELLEVUE, WA 98004

**AMENDED AND RESTATED
RECIPROCAL GRANT OF EASEMENTS
AND
AGREEMENT FOR JOINT MAINTENANCE OF REAL PROPERTY**

Grantor(s): City of Kenmore, a Washington
municipal corporation; James M.
Donovan and Martha W. Donovan,
husband and wife

Grantee(s): City of Kenmore, a Washington
municipal corporation; James M.
Donovan and Martha W. Donovan,
husband and wife; MSPT VI LLC

Abbreviated Legal Descriptions: [to be inserted]

Tax Parcel ID Nos. 6181700350; 6181700410;
7914000010; 7914000020; &
6181700456

**Reference No. of Document
Released:** 20130405001184

This Amended and Restated Reciprocal Grant of Easements and Agreement for Joint Maintenance of Real Property (this "Agreement") is made and entered as of the _____ day of _____, 2014, by and between the **City of Kenmore**, a Washington municipal corporation ("Kenmore"), **James M. and Martha W. Donovan**, husband and wife ("Donovan"), and **MSPT VI LLC**, a Washington limited liability company ("Main Street"), and amends and

457938.1 | 359830 | 0015

-1-

restates in its entirety the Reciprocal Grant of Easements and Agreement for Joint Maintenance of Real Property dated April 3, 2013 and recorded under King County Recording No. 20130405001184 (the "Original Easement Agreement"). Kenmore and Donovan are at all times collectively referred to herein as the "Parties," which term includes all heirs, assigns and successors of each of Kenmore and Donovan.

RECITALS:

A. Kenmore is the owner of the real property described in **Exhibits A-1 and A-2** hereto and the improvements located thereon and therein (collectively, "Kenmore Property"). The real property described on **Exhibit A-1** is also referred to herein as the "Post Office Parcel," and the real property described on **Exhibit A-2** is also referred to herein as the "Eastern Parcel."

B. Main Street is the owner of the real property described in **Exhibit A-3** hereto and the improvements located thereon and therein ("Main Street Property").

C. Donovan is the owner of the real property described on **Exhibit A-4** and the improvements located thereon and therein ("Donovan Property").

D. The Kenmore Property, Main Street Property, and Donovan Property are at times collectively referred to herein as the "Properties".

E. Kenmore and Donovan entered into the Original Easement Agreement. Subsequently, Kenmore has sold the Main Street Property to Main Street. In anticipation of future development of the Properties, the Parties wish to amend and restate the easements granted in the Original Easement Agreement to reflect the current needs of the Parties and their Permittees (as defined below).

F. The Properties are adjoining and the Parties desire to provide for easements and agreements allowing for certain uses of each of the Properties for the benefit of the other Property or the owner, tenants, lessees, licensees and other lawful users of such other Property, and for joint use and maintenance of certain portions of the Properties, all under terms and conditions stated in this Agreement, which uses, terms and conditions are mutually accepted by the Parties.

IT IS THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. **Recitals True.** Each of the foregoing Recitals is true and made a part of this Agreement the same as though re-stated here in full.

2. **Grant of Easements by Kenmore.** Subject to the Easement Conditions hereinafter stated, Kenmore hereby grants and conveys to Donovan and to Donovan's assigns and successors, and the tenants, lessees, licensees, vendors, suppliers and concessionaires thereof, and all employees, agents, contractors and invitees of any or all of the foregoing (all collectively "Donovan Permittees" or at times "Permittees") the following non-exclusive,

perpetual easements for ingress and egress over those portions of Kenmore's Property, legally described in **Exhibit B** to this Reciprocal Grant of Easements as follows:

(A) Post Office Parcel Access Easement. An easement across a portion of the Post Office Parcel for vehicular and pedestrian ingress and egress between the Donovan Property and N.E. 181st Street (the "Post Office Parcel Access Easement," legally described in **Exhibit B as B-1** Post Office Parcel Access Easement);

(B) Rear Access Easement. An easement across a portion of the Eastern Parcel for vehicular ingress and egress between the rear (northern-most) portion of the existing building located, as of the date hereof, on the northern portion of the Donovan Property and 68th Avenue N.E. (the "Rear Access Easement," legally described in **Exhibit B as B-2** Rear Access Easement), which easement, however, shall be used solely for restricted access by commercial trucks and service vehicles for the purpose of pick-up and delivery of inventory, supplies and materials and similar commercial deliveries and for services to be provided through the service or loading areas of the building and for services to those portions of the building not accessible from the front (southern) side of the building.

(C) Eastern Pedestrian Easement. An easement across a portion of the Eastern Parcel providing a direct means of pedestrian access between N.E. 181st Street and the Main Street Parcel (the "Eastern Pedestrian Easement," legally described in **Exhibit B as B-3** Eastern Pedestrian Easement).

(D) Western Pedestrian Easement. An easement across a portion of the Eastern Parcel providing a direct means of pedestrian access between N.E. 181st Street and the Main Street Parcel (the "Western Pedestrian Easement," legally described in **Exhibit B as B-4** Western Pedestrian Easement).

(E) Sign Easement. Donovan shall have the right to place permanent signage on any common signage that may be erected by the owner of the Eastern Parcel for use by occupants of the Property. The location of any such common signage shall be at or near 1) the junction of 181st Street and the Post Office Parcel Access Easement and 2) the junction of 181st Street and the Eastern Parcel Access Easement. The exact location and configuration shall be determined by mutual agreement between the owners of the Donovan and Kenmore Properties. Any permanent signage placed on the common signage by Donovan shall conform to all parties agreed sign standards, if any, and be subject to all laws and ordinances in effect on the date of installation. Utilities and maintenance costs for common signage shall be paid for on an equitable basis as agreed by the Parties.

(F) Visibility Easements. Kenmore hereby grants and conveys to Donovan a non-exclusive, perpetual easement (the "Kenmore Village View Easement") for the non-exclusive use and benefit of Donovan for the preservation or enhancement of visibility and view of the Donovan Parcel from N.E. 181st Street. The Visibility Easements are

graphically depicted on **Exhibit F** and are legally described in **Exhibit B-5**. Further, Kenmore shall not erect, construct, or install or allow to be erected, constructed, or installed any subsequent signage, buildings or other improvements, (either permanent or temporary in nature) within the Kenmore Village View Easement area without Donovans' consent which shall not be unreasonably withheld.

3. Grant of Easements by Donovan.

(A) Subject to the Easement Conditions hereinafter stated, Donovan hereby grants and conveys to Kenmore and to Kenmore's assigns and successors, and the tenants, lessees, licensees, vendors, suppliers and concessionaires thereof, and all employees, agents, contractors and invitees of any or all of the foregoing (all collectively "Kenmore Permittees" or at times "Permittees") the following non-exclusive, perpetual easements for ingress and egress over those portions of Donovan's Property, legally described in **Exhibit C** to this Agreement as follows:

(1) Donovan Property Ingress-Egress Easement. An easement running east and west providing a direct means of vehicular and pedestrian ingress and egress between the Eastern Parcel and the Post Office Parcel (the "Donovan Property Ingress-Egress Easement," legally described in **Exhibit C as C-1** Donovan Property Ingress-Egress Easement);

(2) Western Pedestrian Access Easement. An easement that runs across the Donovan Parcel providing a direct means of pedestrian access between N.E. 181st Street and the Main Street Parcel (the "Western Pedestrian Access Easement," legally described in **Exhibit C as C-2** Western Pedestrian Access Easement);

(B) Subject to the Easement Conditions hereinafter stated, Donovan hereby grants and conveys to Main Street and to Main Street's assigns and successors, and the tenants, lessees, licensees, vendors, suppliers and concessionaires thereof, and all employees, agents, contractors and invitees of any or all of the foregoing (all collectively "Main Street Permittees" or at times "Permittees") the following non-exclusive, perpetual easements for ingress and egress over those portions of Donovan's Property, legally described in **Exhibit C** to this Agreement as follows:

(1) Western Pedestrian Access Easement. An easement that runs across the Donovan Parcel providing a direct means of pedestrian access between N.E. 181st Street and the Main Street Parcel (the "Western Pedestrian Access Easement," legally described in **Exhibit C as C-2** Western Pedestrian Access Easement);

4. Graphic Depiction of Easements. The Post Office Parcel Easement, Eastern Parcel Easement, Rear Access Easement, Western Pedestrian Easement, Eastern Pedestrian Easement, Donovan Property Ingress-Egress Easement, Access Easement DP, Access Easement EP, and Visibility Easement are graphically depicted on **Exhibits D, E and F** hereto.

5. Access Easement – Donovan Property

(A) Access Easement - DP. Subject to the Easement Conditions hereinafter stated, Donovan hereby grants and conveys to Kenmore a non-exclusive, perpetual easement for the non-exclusive use and benefit of the Kenmore Permittees for vehicular and pedestrian ingress and egress over and across the portions of Donovan's Property depicted as the "Floating Access Easement" on Exhibit D (hereinafter the "Access Easement – DP".) The Kenmore Permittees shall have the non-exclusive right to utilize the Access Easement – DP as described herein for vehicular and/or pedestrian ingress and egress across Donovan's Property. The exact location of the Access Easement – DP may be adjusted from time to time in the general vicinity of the easement area depicted on Exhibit D depending upon the parking layout of the adjoining parking areas and by mutual agreement of the owners of the Donovan and Kenmore Properties. The parties agree to cooperate in developing a parking layout that maximizes the number and size of parking spaces as well as the utility of the Eastern Parcel Easement and the Access Easement, DP.

(B) Preservation of Access. To preserve the right of the Kenmore Permittees to use the Access Easement - DP, Donovan agrees not to construct any improvements or to make or permit the making of any alterations, the purpose or effect thereof is to reduce the reasonable use of the Access Easement - DP except with the express written consent of Kenmore, which consent may be withheld, conditioned or denied in Kenmore's sole and absolute discretion; *provided*, nothing herein shall bar Donovan from making alterations to the configuration or layout of the parking areas or parking spaces or drive aisles or from installing improvements thereto so long as following such alterations or installation of improvements the means of ingress and egress across the Donovan Property between the Eastern Parcel and the Post Office Parcel are not materially impaired, reduced or adversely affected.

(C) Reservation of Rights. Donovan reserves and retains the right of the Donovan Permittees to use Access Easement - DP, as described and limited herein, in common with the Kenmore Permittees for for access to and from the Donovan Property over the Post Office Parcel Easement and the Eastern Parcel Easement. In addition, Donovan shall have the right to make any use of the surface and subsurface of areas subject to Access Easement – DP and may construct or install any surface or subsurface improvements thereon for any use or purpose not inconsistent with the rights granted to the Kenmore Permittees under this Access and Parking Easement.

(D) Rules and Regulations. Donovan shall have the right to issue reasonable rules and regulations for the use and occupancy of the areas affected by the Access Easement - DP. Donovan agrees to adopt, maintain and enforce reasonable rules and measures to prevent improper use of the Access Easement – DP by its Permittees or by any other person for vehicular parking in any areas other than specifically marked and designated parking areas (including measures to prevent parking in fire lanes and other areas in which parking is prohibited by law) or for permanent storage of vehicles or

equipment. Donovan shall not rent, lease or otherwise use areas otherwise subject to the Access and Parking Easement for parking by persons other than employees, contractors, customers, vendors and others using the buildings located on the Properties. Such rules and regulations shall be in such form and substance as Donovan deems reasonably appropriate for the use, safety, cleanliness and fair usage of the Access Easement -DP; *provided*, in no event shall any such rules or regulations impose any fee or tariff for access by pedestrians or vehicles over or across the Access Easement -DP or unreasonably limit the use by Kenmore Permittees of the Access Easement -DP, as prescribed in this Agreement. Donovan shall be solely responsible for the posting, publication and/or enforcement of any such rules and regulations, except that Kenmore agrees reasonably to cooperate with Donovan in making reasonable efforts to publish, publicize and otherwise make known such rules and regulations to Kenmore's Permittees.

(E) Parking Management. Nothing in this Agreement shall prohibit Donovan from retaining or contracting with a third-party parking management service to maintain the Access and Parking Easement, so long as such service manages the property in a manner which does not violate this Agreement or the rights of the Kenmore Permittees with respect to this Access and Parking Easement.

(F) Improvement Cooperation. Subject to existing and future zoning, regulations, and permitting standards, the owners of the Properties agree to coordinate all future improvements in order to avoid disrupting their respective use and improvement of their properties and the use and enjoyment of themselves and their tenants and permittees. To that end, Donovan and Kenmore shall give each other at least six (6) months notice of their intent to begin any significant construction or improvement activities and will meet and confer within a reasonable time in order to mitigate the effects of such construction or improvement activities. Effort shall be made in the planning process and ultimate design of any significant construction or improvement to make the construction or improvement architecturally compatible between the Donovan and Kenmore properties. Significant construction or improvement activities are defined to include but are not limited to permanent signage or other physical restriction of parking areas for use of Donovan or Kenmore Permittees, structural alterations or improvements of buildings or structures in excess of an estimated gross cost of \$100,000.00 or greater or similar physical alterations of their respective properties that can reasonably be expected to have a material effect on traffic or use of the neighboring property.

6. Access Easement – Eastern Parcel.

(A) Access Easement - EP. Subject to the Easement Conditions hereinafter stated, Kenmore hereby grants and conveys to Donovan non-exclusive and perpetual easements for the non-exclusive use and benefit of the Donovan Permittees for vehicular and pedestrian ingress and egress over and across Kenmore's Property, depicted as the "Floating Access Easement" on Exhibit D (hereinafter the "Access Easement – EP".) The Donovan Permittees shall have the non-exclusive right to utilize the Access Easement –

EP as described herein for vehicular and/or pedestrian ingress and egress across Kenmore's Property to and from NE 181st Street in conjunction with the Eastern Parcel Easement subject to the rights and restrictions stated herein. The exact location of the Access Easement – EP may be adjusted from time to time in the general vicinity of the easement area depicted on Exhibit D depending upon the parking layout of the adjoining parking areas and by mutual agreement of the owners of the Donovan and Kenmore Properties. The parties agree to cooperate in developing a parking layout that maximizes the number and size of parking spaces as well as the utility of the Eastern Parcel Easement and the Access Easement, EP.

(B) Preservation of Access. To preserve the right of the Donovan Permittees to use the Access Easement - EP, Kenmore agrees to not construct any improvements or to make or permit the making of any alterations the purpose or effect thereof is to reduce the use of the Access Easement – EP as access between 181st Street and the Donovan Property, except with the express written consent of the other party, which consent may not be unreasonably withheld, conditioned or denied. Further, nothing herein shall bar the parties from making alterations to the configuration or layout of the parking areas or parking spaces or drive aisles or from installing improvements thereto so long as following such alterations or installation of improvements, the number and size of parking spaces available for use on the Donovan or Kenmore Properties in the immediate vicinity of the Access Easement – EP are not reduced in number or size and the means of ingress and egress across the Eastern Parcel between the Donovan Parcel and N.E. 181st Street in general conformance with the access easements depicted on **Exhibits D, E and F** attached to this Agreement are reasonably maintained.

(C) Reservation of Rights. Kenmore reserves and retains the right of the Kenmore Permittees to use the areas on its property affected by the Access Easement – EP as described and limited herein, in common with the Donovan Permittees for parking and for access to and from the Eastern Parcel Property to N.E. 181st Street. In addition, Kenmore shall have the right to make any use of the surface and subsurface of its property and construct or install any surface or subsurface improvements thereon for any use or purpose not inconsistent with the rights granted to the Donovan Permittees under this Reciprocal Grant of Easements.

(D) Rules and Regulations. Kenmore shall have the right to issue reasonable rules and regulations for the use and occupancy of the areas affected by the Access and Parking Easement. Kenmore agrees to adopt, maintain and enforce reasonable rules and measures to prevent use of the Access Easement – EP by its Permittees or by any other person for vehicular parking in any areas other than specifically marked and designated parking areas (including measures to prevent parking in fire lanes and other areas in which parking is prohibited by law) or for permanent storage of vehicles or equipment. Kenmore shall not rent, lease or otherwise use the Access Easement – EP Area for parking by persons other than employees, contractors, customers, vendors and others using the buildings located on the Properties. Such rules and regulations shall be in such form and substance as the Parties deem reasonably appropriate for the use, safety,

cleanliness and fair usage of the Access Easement – EP Areas; *provided*, in no event shall any such rules or regulations impose any fee or tariff for access by pedestrians or vehicles over or across the areas affected by the Access Easement – EP or unreasonably limit the use by the Parties Permittees of the Access and Parking Easement, as prescribed in this Agreement. The Parties agree to share the cost of posting, publication and/or enforcement of any such rules and regulations, on a proportionate and equitable basis.

(E) Parking Management. Nothing in this Agreement shall prohibit the parties from retaining or contracting with a third-party parking management service to maintain the areas affected by the Access Easement – EP, so long as such service manages the property in a manner which does not violate this Agreement or the rights of the Parties with respect to this Access Easement – EP.

(F) Parking Improvement Cooperation. Subject to existing and future zoning, regulations, and permitting standards, Donovan and Kenmore agree to coordinate improvements to their respective properties and areas on their properties affected by the Access Easement – EP in order to avoid disrupting their respective use and improvement of their properties and the use and enjoyment of themselves and their tenants and permittees. To that end, Donovan and Kenmore shall give each other at least six (6) months notice of their intent to begin any significant construction or improvement activities and will meet and confer within a reasonable time in order to mitigate the effects of such construction or improvement activities. Effort shall be made in the planning process and ultimate design of any significant construction or improvement to make the construction or improvement architecturally and structurally compatible between the Donovan and Kenmore properties. Significant construction or improvement activities are defined to include but are not limited to permanent signage or other physical restriction of parking areas for use of Donovan or Kenmore Permittees, structural alterations or improvements of buildings, utilities, and/or structures in excess of an estimated gross cost of \$100,000.00 or greater, similar physical alterations of their respective properties that can reasonably be expected to have a material effect on traffic or use of the neighboring property.

7. Reciprocal Grant of Parking Easements. Kenmore and Donovan grant to each other reciprocal, non-exclusive, perpetual easements on and across the Kenmore and Donovan Property, respectively, for purposes of allowing the Kenmore and Donovan Permittees to park vehicles (the “Reciprocal Parking Easement”). The Reciprocal Parking Easement grants only the right to park vehicles on the respective properties, it in no way grants the non-owner authority to rearrange, replace, construct, restripe or otherwise change the configuration of parking stalls on the Kenmore or Donovan Property, respectively, provided, however, that Kenmore and Donovan shall have the rights described in **Sections 9 through 15** below relating to, but not limited to, shared costs and consultation regarding layout and design, as is more particularly discussed therein. Additionally, Kenmore and Donovan agree that while the Reciprocal Parking Easement does not require either party to maintain a specific number of spaces on each grantor’s property, Kenmore and Donovan shall both maintain a number of parking stalls sufficient to independently

meet the needs of the retail businesses that are currently located on or that may be located in the future on each party's respective property.

With regard to the parking stalls located on the Post Office Parcel that are immediately adjacent to the building located on the Post Office Parcel (the "Post Office Parcel Restricted Stalls"), Kenmore, in its sole discretion, reserves the right to restrict the parking rights of the Post Office Parcel Restricted Stalls.

8. Access and Parking Easement Areas Defined. As used herein, "Access Easement" means the Access Easement – DP and the Access Easement – EP, collectively, and "Access Easement Areas" means the areas affected by either of the Access Easements.

9. Agreement Not To Obstruct Easement Areas. With respect to each of the Post Office Parcel Easement, the Eastern Parcel Easement, the Rear Access Easement, the Donovan Property Ingress-Egress Easement, and the Access Easements (collectively, the "Surface Easements"), Kenmore and Donovan agree, for themselves, their grantees, assigns and successors, never to place, locate, erect, construct, establish, suffer or otherwise permit the temporary or permanent placement, location, erection, construction or establishment of any structure, device, or apparatus of any nature within any of the Surface Easement Areas, the purpose or effect of which is the blocking, hindering or impairing of the free and unimpeded use of such easement area for the purposes described in this Agreement with respect to such easement.

10. Restrictions and Conditions for Use of Surface Easements. Kenmore and Donovan covenant and agree never (i) to establish, undertake, suffer, permit or tolerate the use of any of the Surface Easements by its Permittees for the benefit of any property other than the Properties, or (ii) to authorize or permit its Permittees to utilize any portion of the Surface Easement Areas or any portion of Donovan's Property for long term parking or storage of any nature, or, (iii) except as to vehicular parking allowed in designated parking areas within the Surface Easement Areas, to allow any of its Permittees to park any vehicle, temporarily or otherwise, within the area of any of the Surface Easements or otherwise to use any part of those areas of the Properties reserved for the Surface Easements for any purpose other than for ingress and egress as described in this Agreement.

11. Parking, Costs of Maintenance, Repair and Replacement of Surfaces and Improvements within Easement Areas. Except as otherwise specifically required by this Reciprocal Grant of Easements, each property owner shall pay for their own respective expenses related to the maintenance, repair, and replacement of the surfaces, structures, and capital improvements located within the boundaries of their property. Expenses related to repair, maintenance, and replacement of shared utilities, including stormwater, sewer, water, communications, and power, shall be equitably allocated between the property owners benefitting from the use of those shared utilities. The allocation shall be based upon the actual and reasonably probable use of the shared utilities over the useful life of the utilities.

12. **Landscape Islands and Lighting.** The Parties hereby agree to coordinate and cooperate with each other to provide uniform landscape islands and lighting located on and within their respective properties. Installation, maintenance, and repair costs shall be borne by the owner of each respective parcel where the landscape islands and lighting are located

13. **Agreement for Layout of Parking Areas.** The Parties agree to coordinate and cooperate in developing a mutually acceptable parking layout in any future development of their respective properties.

14. **Utility Easements.** The parties hereto grant to each other mutual and reciprocal easements across, under or above the adjacent parcels of each other in order to accommodate the installation and maintenance of utilities to fully develop their respective parcels, provided that such installation does not unreasonably interfere with the other parties intended use. Utilities include but are not limited to telephone, cable, electrical, water, sewer and storm water. In the event that either party must relocate any existing utilities, the utilities shall be relocated at the sole expense of the party hereto requiring relocation in a place and manner consented to by the burdened party which consent shall not be unreasonably withheld. Further, the party installing, relocating, replacing or repairing the utility or utilities shall be responsible for immediately restoring the premises to their original condition and for all associated restoration costs.

15. **Waiver of Adverse Possession.** Each of Kenmore and Donovan waives and releases any claims or entitlements that may have accrued or which may accrue in the future under the theory of adverse possession, prescriptive easement or any other legal or equitable theory whereby the Kenmore or Donovan, or either of their grantees, successors and assigns are entitled to utilize any portion of the Property of the other Party pursuant to the easements herein granted.

16. **Miscellaneous.**

(A) **Runs with the Land.** The covenants, conditions, restrictions and rights set forth herein shall run with the land constituting the Properties and be obligatory upon the current fee owners thereof and upon their respective grantees, assigns and successors, tenants, sub-tenants, licensees and invitees; *provided*, anything herein to the contrary notwithstanding, no rights in or to the general public (except to the extent members of the public are also Permittees) are created hereby.

(B) **Successors and Assigns Bound.** The terms and conditions and all rights and entitlements stated herein and arising herefrom shall inure to the benefit of and be binding upon all heirs, assigns, successors, administrators, trustees and others claiming by or through the Parties hereto.

(C) **Remedies.** In the event of any violation or breach or threatened violation or breach of any provision of this Agreement or of any of the covenants, conditions or restrictions herein contained by the fee owner or future owner of either of Kenmore's Property or Donovan's Property or by any of their respective tenants, sub-tenants, licensees and invitees and their respective grantees, assigns and successors, then the non-

breaching or non-defaulting fee owner shall, in addition to all other remedies at law or at equity, have the right to sue to specifically enforce the terms, covenants and/or conditions set forth in this Agreement.

(D) Attorneys' Fees. In the event of any lawsuit, arbitration or legal proceeding is brought to enforce any of the terms hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including costs and fees on appeal) from the non-prevailing party.

(E) Severability. The provisions of this Agreement shall be independent and severable. The unenforceability or invalidity of any one provision shall not affect the enforceability of any other provision.

(F) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington.

(G) Binding Effect. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the fee owners of Donovan's Property and the fee owners of Kenmore's Property, and their respective grantees, assigns and successors.

(H) Entire Agreement. This document, including exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof.

(I) Headings. The captions and paragraph headings in this Agreement are inserted for convenience and reference only and are not intended to define, limit or amplify the interpretation or construction of any terms or provisions hereof.

(J) Amendment. This Agreement may be amended from time to time by the fee owners of Kenmore's Property, its grantees, assigns and successors and by the fee owners of Donovan's Property, its grantees, assigns and successors but only pursuant to a written instrument signed by all such persons or entities

(K) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

DATED: _____, 2013.

GRANTOR/GRANTEE:

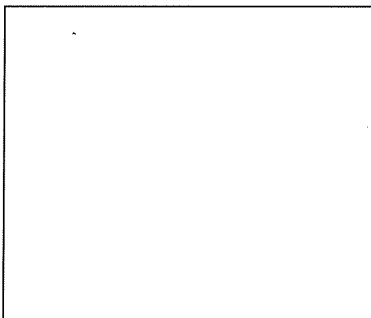
THE CITY OF KENMORE,
a Washington municipal corporation

By: _____
Name: Rob Karlinsey
Title: City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)

DATED: _____, 2013.

GRANTOR/GRANTEE:

JAMES M. DONOVAN

GRANTOR/GRANTEE:

MARTHA W. DONOVAN

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of April, 2013, personally appeared before me James M. Donovan and Martha W. Donovan, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: _____



Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)

GRANTEE:

MSPT VI LLC, a Washington limited liability
company

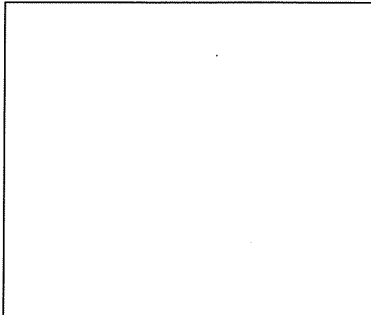
By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)

EXHIBIT INDEX

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Main Street –

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Exhibit E	Depiction of Easements
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Exhibit F	Depiction of Easements
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EXHIBIT A-1

PARCEL NO. 6181700350

LEGAL DESCRIPTION

VACATED LOTS 8 AND 9 IN BLOCK 12 OF NORTHLAKE TERRACE, ACCORDING TO PLAT RECORDED IN VOLUME 33 OF PLATS AT PAGE 20, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE SOUTH HALF OF VACATED NORTHEAST 182ND STREET ADJACENT THERETO;

AND TOGETHER WITH ALL OF THAT PORTION OF VACATED 67TH AVENUE NORTHEAST THAT LIES WEST OF A LINE DRAWN 390 FEET WEST OF THE EAST LINE OF BLOCK 13 OF SAID ADDITION AND SOUTH OF THE CENTER LINE OF NORTHEAST 182ND STREET EXTENDED EAST.

EXHIBIT A-2

PARCEL NO. 6181700410

LEGAL DESCRIPTION

PARCEL B OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048 RECORDED
UNDER KING COUNTY RECORDER NO. 2012100390001.

EXHIBIT A-3

PARCEL NO. 1126049152

LEGAL DESCRIPTION

[Insert legal description for Main Street Property]

EXHIBIT A-4

PARCEL NO. 6181700456

LEGAL DESCRIPTION

PARCEL A OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048 RECORDED
UNDER KING COUNTY RECORDER NO. 2012100390001.

EXHIBIT B

KENMORE VILLAGE ACCESS EASEMENT LEGAL DESCRIPTIONS

-CITY OF KENMORE TO DONOVAN-

B-1 POST OFFICE PARCEL ACCESS EASEMENT

AN ACCESS EASEMENT OVER, ACROSS AND THROUGH A PORTION OF THE FOLLOWING DESCRIBED TRACT:

VACATED LOTS 8 AND 9 IN BLOCK 12 OF NORTHLAKE TERRACE,
ACCORDING TO PLAT RECORDED IN VOLUME 33 OF PLATS AT PAGE 20, IN
KING COUNTY, WASHINGTON;
TOGETHER WITH THE SOUTH HALF OF VACATED NORTHEAST 182ND
STREET ADJACENT THERETO;
AND TOGETHER WITH ALL OF THAT PORTION OF VACATED 67TH AVENUE
NORTHEAST THAT LIES WEST OF A LINE DRAWN 390 FEET WEST OF THE
EAST LINE OF BLOCK 13 OF SAID ADDITION AND SOUTH OF THE CENTER
LINE OF NORTHEAST 182ND STREET EXTENDED EAST.

SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE S 02°33'07"
W, ALONG THE EAST LINE THEREOF, A DISTANCE OF 190.00 FEET TO THE **TRUE
POINT OF BEGINNING**;
THENCE S 02°33'07" W A DISTANCE OF 238.14 FEET TO THE BEGINNING OF A 19.66
FOOT RADIUS CURVE TO THE LEFT WITH A CENTER WHICH BEARS S 08°36'06" E;
THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.69
FEET, THROUGH A CENTRAL ANGLE OF 118°36'47" TO THE NORTH RIGHT OF WAY
LINE OF NORTHEAST 181ST STREET;
THENCE N 87°26'53" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF
28.69 FEET;
THENCE N 02°33'07" E A DISTANCE OF 28.56 FEET;
THENCE N 21°36'19" E A DISTANCE OF 49.01 FEET;
THENCE N 02°33'07" E A DISTANCE OF 195.11 FEET;
THENCE S 87°26'53" E A DISTANCE OF 24.00 FEET TO THE TRUE POINT OF
BEGINNING.

B-2 REAR ACCESS EASEMENT

AN ACCESS EASEMENT OVER, ACROSS AND THROUGH THE SOUTH 25.00 FEET OF
THE NORTH 30.00 FEET OF THE FOLLOWING DESCRIBED TRACT:

PARCEL B OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048
RECORDED UNDER KING COUNTY RECORDER NO. 2012100390001.

B-3 EASTERN PEDESTRIAN EASEMENT

A PEDESTRIAN ACCESS EASEMENT OVER, ACROSS AND THROUGH THE WEST 4.00 FEET OF THE SOUTH 100.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL B OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048
RECORDED UNDER KING COUNTY RECORDER NO. 2012100390001.

B-4 WESTERN PEDESTRIAN EASEMENT

A PEDESTRIAN ACCESS EASEMENT OVER, ACROSS AND THROUGH THE WEST 6.00 FEET OF THE NORTH 190.00 FEET OF THE FOLLOWING DESCRIBED TRACT:

PARCEL B OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048
RECORDED UNDER KING COUNTY RECORDER NO. 2012100390001.

B-5 KENMORE VILLAGE VIEW EASEMENT LEGAL DESCRIPTION

-CITY OF KENMORE TO DONOVAN-

A VIEW EASEMENT OVER, ACROSS AND THROUGH A PORTION OF THE FOLLOWING DESCRIBED TRACT:

VACATED LOTS 8 AND 9 IN BLOCK 12 OF NORTHLAKE TERRACE, ACCORDING TO THE PLAT RECORDED IN VOLUME 33 OF PLATS AT PAGE 20, IN KING COUNTY, WASHINGTON;
TOGETHER WITH THE SOUTH HALF OF VACATED NORTHEAST 182ND STREET ADJACENT THERETO;
AND TOGETHER WITH ALL OF THAT PORTION OF VACATED 67TH AVENUE NORTHEAST THAT LIES WEST OF A LINE DRAWN 390 FEET WEST OF THE EAST LINE OF BLOCK 13 OF SAID ADDITION AND SOUTH OF THE CENTER LINE OF NORTHEAST 182ND STREET EXTENDED EAST.

SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, THENCE N 87°26'53" W, ALONG THE SOUTH LINE OF SAID TRACT, 15.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE N 87°26'53" W, ALONG THE SOUTH LINE OF SAID TRACT, 25.00 FEET;
THENCE N 12°49'36" E 224.26 FEET TO THE EAST LINE OF SAID TRACT;
THENCE S 02°33'07" W, ALONG SAID EAST LINE, 174.53 FEET;
THENCE S 20°33'52" W 48.51 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH A PORTION OF PARCEL B OF CITY OF KENMORE BOUNDARY LINE ADJUSTMENT NUMBER 2012-048 AS RECORDED UNDER RECORDING NUMBER 2012100390001, RECORDS OF KING COUNTY, WASHINGTON, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL, THENCE N 02°33'07" E, ALONG THE WEST LINE OF SAID PARCEL, 24.13 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE N 02°33'07" E, ALONG SAID WEST LINE, 75.87 FEET;
THENCE S 87°26'53" E 24.67 FEET;
THENCE S 20°33'52" W 79.78 FEET TO THE TRUE POINT OF BEGINNING;

AND TOGETHER WITH A PORTION OF SAID PARCEL B MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL, THENCE N 87°26'53" W, ALONG THE SOUTH LINE OF SAID PARCEL, 130.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE N 87°26'53" W, ALONG THE SOUTH LINE OF SAID PARCEL, 25.00 FEET;
THENCE N 26°54'59" W 172.78 FEET;
THENCE N 02°33'07" E 110.62 FEET;
THENCE S 20°17'50" E 283.28 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C

KENMORE VILLAGE ACCESS EASEMENT LEGAL DESCRIPTIONS

-DONOVAN TO CITY OF KENMORE-

C-1 DONOVAN PROPERTY INGRESS-EGRESS EASEMENT

AN ACCESS EASEMENT OVER, ACROSS AND THROUGH THE SOUTH 25.00 FEET OF THE NORTH 215.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL A OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048
RECORDED UNDER KING COUNTY RECORDER NO. 2012100390001.

C-2 WESTERN PEDESTRIAN ACCESS EASEMENT

A PEDESTRIAN ACCESS EASEMENT OVER, ACROSS AND THROUGH THE WEST 8.00 FEET OF THE NORTH 190.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL A OF KENMORE BOUNDARY LINE ADJUSTMENT NO. 2012-048
RECORDED UNDER KING COUNTY RECORDER NO. 2012100390001.

TOGETHER WITH THE WEST 6.00 FEET OF SAID TRACT, EXCEPT THE NORTH 215.00 FEET AND THE SOUTH 100.00 FEET THEREOF.

EXHIBIT D

KENMORE VILLAGE ACCESS EASEMENT DEPICTION

[depiction of access easements to be inserted]

EXHIBIT E

KENMORE VILLAGE ACCESS EASEMENT DEPICTION

[depiction of access easements to be inserted]

EXHIBIT F

KENMORE VILLAGE ACCESS EASEMENT DEPICTION

[depiction of view easement to be inserted]

Subject/Topic: Discussion of Priority Based Budgeting Resource Alignment Diagnostic Tool

Department: Executive Department
Finance and Administration

Initial & Date

Approved by City Manager:

Resource Alignment Diagnostic Tool to be distributed
after introduction and presentation on October 6, 2014

Appropriation Required

At the October 6, 2014 City Council meeting, the Denver based Center for Priority Based Budgeting will present the Resource Alignment Diagnostic Tool which was developed from the City's program inventories and the program scoring and costing work completed in September. This tool can be utilized by the City in 1) assessing its spending profile in terms of aligning resources with identified priorities; 2) developing "target budgets" for departments based on their individual prioritized spending profile and 3) analyzing programs using the "Resource Alignment Diagnostic Tool's" unique filtering capabilities. After the introduction and presentation on October 6, staff will provide the Council with the full detailed spreadsheet model for further review and consideration prior to the discussion of the tool on October 13.

None

Vision statement: Clear public priorities: that efficiently and effectively utilizes its public resources.