

SHORELINE CITY COUNCIL WORKSHOP DINNER MEETING

Monday, December 11, 2006 6:00 p.m.

Shoreline Conference Center Highlander Room

TOPICS/GUESTS:

SHORELINE CITY COUNCIL BUSINESS MEETING

Monday, December 11, 2006 7:30 p.m.	Shoreline Conference Center Mt. Rainier Room
1. CALL TO ORDER	<u>Page</u> <u>Est. Time</u> 7:30
2. FLAG SALUTE/ROLL CALL	7:30
(a) Proclamation honoring Ros Bird's Retirement from t Shoreline-Lake Forest Park Arts Council	the <u>1</u>
3. CITY MANAGER'S REPORT AND FUTURE AGENDAS	7:35
4. REPORTS OF BOARDS AND COMMISSIONS	7:40
5. GENERAL PUBLIC COMMENT	7:45

This is an opportunity for the public to address the Council on topics other than those listed on the agenda, and topics which are not of a quasi-judicial nature. The public may comment for up to three minutes; the Public Comment under Item 5 will be limited to a maximum period of 30 minutes. The public may also comment for up to three minutes on agenda items following each staff report. The total public comment period on each agenda item is limited to 20 minutes. In all cases, speakers are asked to come to the front of the room to have their comments recorded. Speakers should clearly state their name and city of residence.

6. APPROV	AL OF THE AGENDA	;	8:00
7. CONSEN	T CALENDAR	:	8:05
(a)	Minutes of October 9, 2006	<u>3</u>	

	(c)	Award Contract Recommendation	<u>13</u>	
	(d)	Approval of Echo Lake Neighborhood Association Mini-Grant in the amount of \$5,000	<u>19</u>	
	(e)	Ratification of Southwoods Purchase Agreement between the City of Shoreline and the Shoreline School District	<u>23</u>	
	(f)	Ratification of Southwoods Purchase Agreement between the City of Shoreline and the Shoreline Water District	<u>75</u>	
	(g)	Ordinance No. 455 extending the Shoreline Water District Franchise	<u>127</u>	
8. A	CTION	ITEMS: OTHER ORDINANCES, RESOLUTIONS AND MO	TIONS	8:30
	(a)	2007 Budget Adoption	<u>129</u>	
	(a.1)	Resolution No. 253, adopting revisions to the Personnel Policies regarding the Compensation Plan for Leadership Team Classifications	<u>135</u>	
	(a.2)	Ordinance No. 451, increasing City fees for inflation, revising fees for Planning and Development Services, reorganizing Hearing Examiner and Business License Fees, and amending Chapters 3.01, 5.07, 5.10, and 5.15 of the Municipal Code	<u>141</u>	
	(a.3)	Ordinance No. 449 adopting the annual budget of the City of		
	(a.3)	Shoreline for the year 2007	<u>173</u>	

Approval of expenses and payroll as of November 30, 2006

11

in the amount of \$2,692,477.60

(b)

The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 546-8919 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 546-2190 or see the web page at www.cityofshoreline.com. Council meetings are shown on Comcast Cable Services Channel 21 Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m.

Agenda Item: 2(a) Council Meeting Date: December 11, 2006

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Proclamation honoring Ros Bird's Retirement from the Shoreline-

Lake Forest Park Arts Council

DEPARTMENT: Parks, Recreation & Cultural Services Department

PRESENTED BY: Dick Deal, Director

PROBLEM/ISSUE STATEMENT:

Ros Bird is retiring after 16 years as the first Executive Director of the Shoreline-Lake Forest Park Arts Council. Ros has been instrumental in the arts for the City and has served on several City of Shoreline art juries. She has helped with the selection of several art pieces in the City, including the Rotary Raven, the Welcoming Figure, the art work on the pedestrian bridges on Aurora Avenue, and the "Parade Route" sculpture that is currently under construction.

In 2005, as part of the City's 10th Anniversary Celebration, Ros was selected as one of twelve "Shoreline Stars" in recognition of her service to the community.

Tonight, Ros will receive a proclamation thanking her for dedication to the arts and for her service to the City of Shoreline and its residents.

Approved By:



PROCLAMATION

WHEREAS,	Ros Bird has announced her retirement from the Shoreline Lake Forest Park Art Council Executive Director position, and
WHEREAS,	Ros has been the Executive Director since the beginning of the Arts Council in 1996 and had been a volunteer with the organization committee starting in 1988, and
WHEREAS,	Ros has served on the Shoreline Sister City Association and traveled to Boryeong, South Korea with the first delegation from Shoreline and,
WHEREAS,	In 2005, Ros was selected as one of twelve Shoreline Stars who were honored by the City Council and thanked for their contributions to the City and,
WHEREAS,	Ros was instrumental in the purchase of the Showmobile, which is used for concerts and other events in the City and,
WHEREAS,	Ros has provided guidance and expertise to City art projects including the Welcoming Figure bronze statue at Richmond Beach Salt Water Park, the Aurora Corridor bridges and Tony Angell's Raven Rock, and
WHEREAS,	Ros is recognized throughout the Northwest for her love and dedication to the arts community,
NOW, THEREF	ORE, I, Robert L. Ransom, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim the week of December 11 th as a week to thank

Ros Bird

for her many contributions to the City of Shoreline and the arts community.

Robert L. Ransom, Mayor

CITY OF SHORELINE

SHORELINE CITY COUNCIL SUMMARY MINUTES OF REGULAR MEETING

Monday, October 9, 2006 7:30 p.m.

Shoreline Conference Center Mt. Rainier Room

PRESENT:

Mayor Ransom, Deputy Mayor Fimia and Councilmembers Hansen,

McGlashan, Ryu, and Way

ABSENT:

Councilmember Gustafson

1. CALL TO ORDER

The meeting was called to order at 7:41 p.m. by Mayor Ransom, who presided.

2. FLAG SALUTE/ROLL CALL

Mayor Ransom led the flag salute. Upon roll call by the City Clerk, all Councilmembers were present, except for Councilmember Gustafson and Councilmember Ryu. Mayor Ransom indicated that Councilmember Ryu would be arriving late.

Councilmember McGlashan moved to excuse Councilmember Gustafson. Councilmember Hansen seconded the motion, which carried 5-0.

Councilmember Ryu arrived at 7:45 p.m.

(a) Proclamation of "Alternative Fuel Vehicle Day"

Mayor Ransom read the proclamation and presented it to the Dr. Lee Lambert, President of Shoreline Community College (SCC) and the following individuals:

- Gidget Terpstra, SCC Board Chair
- Dick Stucky, SCC Board Vice-Chair
- Shoubee Liaw, SCC Trustee
- Edith Loyer Nelson, SCC Trustee
- Madhuri Hosford, Automotive Project Consultant

Dr. Lambert accepted the proclamation on behalf of the board, trustees, faculty, staff and students of Shoreline Community College. He stated he was looking forward to building and maintaining an environmentally sustainable community with the assistance of the City. He thanked the Council for the proclamation.



Madhuri Hosford thanked the Council and noted that the college has received a tremendous response for the Odyssey Days event. She invited the Council and the public to the event and reminded everyone that the event is October 13th and 14th at Shoreline Community College.

3. REPORT OF THE CITY MANAGER

Bob Olander, City Manager provided updates and status reports on the following items:

- Odyssey Days will be held on October 13 14 at Shoreline Community College from 9:30 a.m. to 4:00 p.m.
- There will be an open house at Hamlin Park on October 14 from 10:00 a.m. to 12:00 noon to discuss the possibility of an off-leash dog park in Shoreline.
- Shoreline residents worked to install a new play structure at Ridgecrest Elementary School.
- City staff received an overwhelming response to the Comprehensive Housing Citizens Advisory Committee, with 66 applications received.
- The Richmond Beach Community Association will be sponsoring Candidate Night on October 10 at the Richmond Beach Congregational Church.
- King County is holding an open house concerning the Hidden Lake Pump Station and Boeing Creek Park project for affected residents and the community on October 11.

4. REPORTS OF BOARDS AND COMMISSIONS: none

5. GENERAL PUBLIC COMMENT

(a) Elaine Phelps, Shoreline noted that the Council meeting did not play on Channel 21 last weekend. She thanked the Council for the domestic partner health benefits adoption. She also appreciated the Alternative Fuel Vehicle proclamation. She said there have been some slanderous comments towards City Councilmembers and neighbors, and she felt people should deal with land use and City business-related problems in a public way. She also said the criticism of long meetings is unjustified because the Council is dedicated to community needs.

Mr. Olander stated there have been some issues with Channel 21 this weekend and the City staff is aware and are working to resolve them.

6. <u>APPROVAL OF THE AGENDA</u>

Councilmember Way moved to approve the agenda, pulling Item 7(c) from the Consent Calendar and making it Item 8(a). Councilmember Ryu seconded the motion, which carried 6-0.

7. CONSENT CALENDAR

Deputy Mayor Fimia moved approval of the Consent Calendar. Councilmember Hansen seconded the motion, which carried 6-0, and the following items were approved:

Minutes of Business Meeting of August 28, 2006 Minutes of Workshop Dinner Meeting of September 11, 2006

Approval of expenses and payroll as of September 28, 2006 in the amount of \$2,679,974.42

8. ACTION ITEM: OTHER ORDINANCES, RESOLUTIONS, AND MOTIONS

(a) Approval of Design Contract with D.A. Hogan for Twin Ponds Soccer Field Renovation

Mr. Olander noted that Councilmember Way e-mailed some questions to him regarding water quality and the installation/maintenance of artificial field turf versus dirt soccer fields.

Dick Deal, Parks, Recreation and Cultural Services Director, stated that staff is concerned about water quality because of the proximity of the fields to the creek and ponds. He said the current field was designed for the water to penetrate through the surface to a series of drain lines that are under the existing field. However, the surface has changed and now the water doesn't penetrate the field. A closed system, he said, is optimal at this time to enhance the water quality, playability, and safety of the field. He reported that there has been a Level 1 drainage report and a geotechnical investigation planned at the site for the existing drainage filters. He said the new closed system would allow the water to flow through the turf into the three layers of washed gravel underneath and into the drainage pipes to be carried off the field to the City storm system which runs down 1st Avenue NE. He concluded that water would not run into the pond or into the creek, which is the way it is designed now, but contamination has caused the water to collect on the surface and overflow. Contamination is caused by gypsum, which is the material used to draw the soccer lines. The new fields will have lines that are sewn in and will never fade. The consultant, D.A. Hogan, has installed over 100 turf fields. Mr. Deal noted that there was a field installed next to a sensitive area by Nathan Hale High School, which is adjacent to Thornton Creek. He reported that the water quality samples were better after the synthetic soccer field was installed next to the high school. He added that parking at Twin Ponds Park would not have additional cars, but usage would increase.

David Buchan, Capital Improvement Project Manager, stated that the new turf system with the gravel-to-gravel contact will mean the water will pass through well. He said it is a great solution to enhance water quality and the habitat.

Councilmember Hansen inquired if the water will run through an oil separator or another filtration system.

Mr. Buchan said the level one study will identify what filtration is needed at the site.

Councilmember Way said if the water enters the storm drain, it also goes into the creek. She said she believed the water would be cleaner but asked why it just can't percolate through the soil.

Mr. Buchan noted that turf fields can handle a high concentration of water. He said they didn't know enough about the hydrology or the existing system there to discuss it. That is the purpose of the studies, he explained. Once the reports are completed they will be disclosed and all of these questions will be addressed. Mr. Buchan said the water quality will be improved, but we won't know how much until the reports are done.

Mr. Olander reaffirmed that the groundwater analysis has to be done prior to the design to determine existing conditions.

Councilmember Way asked if the installation of pipes beneath the field is considered a detention system.

Mr. Buchan responded that it is not a detention system. It is a filtration system that features a direct gravel-to-gravel contact and the water that percolates through the synthetic turf travels through three layers of washed gravel so there is no contamination there. He added that there is a geotechnical fabric that creates a barrier between the surfaces below so there is direct contact, gravel-to-gravel, and the water is taken off of the site cleanly and quickly.

Councilmember Way wanted to know how this technology compared to the functions of a wetland, since wetlands already perform some of the functions this field is designed for. She asked if there would be any mitigation for some improvements to the trails next to the pond.

Mr. Buchan stated there will be ball control fencing on the west side and the south side of the field, which will prevent intrusion into the pond areas. Mr. Deal said the trail issue will be addressed in the master site plan process.

Mr. Olander stated there were not sufficient funds available at this time to do extensive wetland mitigation on the buffer in that area. However, he said it will be seriously considered in the master site plan.

Councilmember Ryu suggested the City get a second opinion prior to building the turf fields and contact Tom Holtz, who is a zero-impact development expert.

Mr. Olander suggested that the City bring the water quality analysis, when complete, and staff recommendation back to the Council. Once that is done, he explained, if there are any further questions the staff can address them or proceed with further analysis.

Deputy Mayor Fimia said she would support this but is concerned about the footprint. She concluded that the existing footprint puts the field in the buffer and it should be moved to the east to avoid encroaching.

Mayor Ransom called for public comment. There was no one wishing to provide public comment on this item.

Councilmember Hansen moved to approve the design contract with D.A. Hogan for Twin Ponds Soccer Field renovation. Councilmember Way seconded the motion, which carried 6-0.

(b) Approval of Contract Amendment for Legal Services

Ian Sievers, City Attorney, stated that this is a request to extend the legal services contract with Foster Pepper, P.L.L.C. He commented that the City Attorney's Office has had a rollover contract for over two years with Foster Pepper, P.L.L.C. In 2006, there have been a couple of litigations assigned that have caused the City to amend the contract administratively to an amount not to exceed \$75,000.

Mayor Ransom called for public comment.

1) Elaine Phelps, Shoreline, said she is concerned about this new request for continuance regarding the lawsuit alleging violations of the Open Public Meetings Act. She asked if the City can demand reimbursement from the plaintiffs.

Councilmember Ryu moved to approve an amendment to the contract with Foster Pepper P.L.L.C. extending the contract from December 31, 2006 to December 31, 2007 and increasing the total contract payments from \$75,000 to an amount not to exceed \$120,000 over the new contract term. Councilmember Way seconded the motion.

Mr. Sievers responded to an inquiry from Deputy Mayor Fimia that all Councilmembers can vote on the item. He also noted that the recall suit was dismissed.

Deputy Mayor Fimia asked how much the two lawsuits have cost the City so far.

Mr. Sievers responded that they have cost the City approximately \$83,000.

Councilmember McGlashan said that according to page 28 of the staff report, it seems there is \$20,000 being used for this item coming from the next years' \$25,000 allocation.

Mr. Sievers said he included the contract amount for next year in the amount so he wouldn't have to come back for more funds. However, if the City has to pay for defense for a full trial next June, staff will be back to ask for more funding for the trial.

Regarding the recall suit, Councilmember McGlashan and said he thought the attorney withdrew from the case, not that the case was dismissed.

Mr. Sievers said there was a request to withdraw the petition filed in Superior Court.

Councilmember Way inquired if there have been any other instances in the past where the City has had to utilize outside attorneys to defend Councilmembers or City staff.

Mr. Sievers responded that there were outside attorneys utilized in the past. He recalled that outside legal services were utilized in the appeal concerning Aurora Avenue, and "Preston" handled the Parkers Casino land use action cases. Both of these, he added, where to defend claims against staff and the Council.

Mr. Olander summarized that it is not uncommon for City staff and/or Council to be sued. All cities have statutes concerning the defense of public officials. He said that both of these cases fall under the terms and conditions of normal legal defense.

Responding to Deputy Mayor Fimia, Mr. Olander noted that these funds come out of the general operations fund.

Councilmember McGlashan wondered if the plaintiff's attorney had a history of filing lawsuits.

Responding to Council questions, Mr. Sievers explained that Washington law as it pertains to attorney's fees states that everyone pays their own fees, with limited exceptions. The Open Public Meetings Act states that the plaintiffs can be awarded attorney's fees if it is demonstrated that an intentional violation occurred. If the City prevails, no attorney's fees will be awarded.

Councilmember Hansen questioned what the likely cost of continued defense would be, and how much it would cost if it goes to trail.

Mr. Sievers answered that these types of cases are unpredictable, but there will be depositions and the refiling of the summary judgment. The "meat" of this case is whether or not there were intentional violations. If it is determined that there were, the case will go to trail. He concluded that it could cost another \$50,000 through the trial.

Councilmember Ryu said she originally supported this without reservation of rights. The Councilmembers were acting based on the legal counsel of the Washington Cities Insurance Authority (WCIA). She said it is unfortunate that these legal actions were brought and are turning out to be expensive. Legal counsel should be provided for "onthe-job" actions. She said the Councilmembers have the right to ask the City for representation for the possible lawsuits.

A vote was taken on motion to approve an amendment to the contract with Foster Pepper P.L.L.C. extending the contract from December 31, 2006 to December 31,

2007 and increasing the total contract payments from \$75,000 to an amount not to exceed \$120,000 over the new contract term, which carried 6-0.

EXECUTIVE SESSION

At 8:42 p.m., Mayor Ransom announced that the Council would recess into Executive Session for a period of 30 minutes to discuss real estate acquisition.

At 9:13 p.m., Mayor Ransom announced that the Executive Session would be extended for an additional 30 minutes.

10.	ADJOURNMENT	Γ
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At 9:45 p.m., Mayor Ransom declared the meeting adjourned.

Scott Passey, CMC City Clerk

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Council Meeting Date: December 11, 2006 Agenda Item: 7(b)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:

Approval of Expenses and Payroll as of November 30, 2006

DEPARTMENT:

Finance

PRESENTED BY:

Debra S. Tarry, Finance Director

EXECUTIVE / COUNCIL SUMMARY

It is necessary for the Council to formally approve expenses at the City Council meetings. The following claims/expenses have been reviewed pursuant to Chapter 42.24 RCW (Revised Code of Washington) "Payment of claims for expense, material, purchases-advancements."

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of the following detail:

\$2,692,477.60 specified in

*Payroll and Benefits:

		EFT	Payroll	Benefit	
Payroll	Payment	Numbers	Checks	Checks	Amount
Period	Date	(EF)	(PR)	(AP)	Paid
11/05/06-11/18/06	11/24/2006	16683-16870	5810-5853	31055-31068	\$432,726.41
				•	\$432,726.41

*Accounts Payable Claims:

Expense	Check	Check	
Register	Number	Number	Amount
Dated	(Begin)	(End)	Paid
11/16/2006	30969	30989	\$24,255.77
11/22/2006	30990		\$559.20
11/29/2006	30991	31021	\$98,987.86
11/29/2006	31022	31045	\$747,530.86
11/30/2006	31046		\$1,387,386.47
11/30/2006	30836		(\$142.40)
11/30/2006	31047	31054	\$1,173.43
			\$2,259,751.19

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Council Meeting Date: December 11, 2006 Agenda Item: 7(c)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: North Central Segment, Interurban Trail - Construction Contract

Award Recommendation

DEPARTMENT: Public Works

PRESENTED BY: Kirk McKinley, Aurora and Interurban Project Manager

Jesus Sanchez, Interim Capital Projects Administrator

Dave Buchan, Capital Projects Manager

This Staff Report provides Council with background and a recommendation regarding award of the construction contract for the North Central Segment of the Interurban Trail.

BACKGROUND

The North Central segment of the Interurban Trail extends from N 175th Street to N 192nd Street where the new trail will connect with the existing north segment of the trail. The total length of the North Central segment of the trail is roughly 4,500 lineal feet. From N 175th Street to N 185th Street the North Central segment travels between Aurora Avenue North and Midvale Avenue North within the Seattle City Light right-of-way. From N 185th the trail turns east to connect with Midvale Avenue North and then travels northbound on Midvale up to N 192nd Avenue North.

Given the location of the North Central segment adjacent the perceived "heart" of the City of Shoreline (N 175th Street to N 185th Street), the trail has been designed to be more distinctive in appearance with amenities such as concrete surfacing instead of asphalt, more extensive landscaping than on other trail segments, and the potential for pedestrian scale lighting along this corridor The wider sections of trail area between Aurora Avenue and Midvale Avenue North between N 175th Street and N 185th Street create opportunities for landscaping features that can offer special event opportunities.

PROJECT IMPACTS

The schedule for the North Central segment of the Trial was delayed for a number of months in 2006 because of concerns raised by Seattle City Light over design elements of the proposed trail that they believed could cause either delayed response time by Seattle City Light crews during a power emergency or that could create access impediments for maintenance. Negotiations over a period of months resolved these concerns, but a few of the design features proposed in earlier design stages were required to be eliminated to satisfy these Seattle City Light concerns. These elements include the proposed "Tivoli lighting" feature near N 178 and Midvale, and the proposed Rain Garden near N 180th and Midvale Avenue North. The proposed metal and concrete arbor at N 185th was removed at Seattle City Light directive and is not included in the current bid documents. However, as a separate contract in 2007 Seattle City

Light has agreed that a wood arbor with portable benches and other garden features may be placed at this same location. Other minor design changes to our landscape plans were carried out by our design team to further resolve Seattle City Light concerns. Staff will explore design options for the arbor and report back to Council in 2007.

BIDDING FOR THE NORTH CENTRAL SEGMENT

The North Central trail project was advertised for bidding on November 1, 2006. The Base Bid for the North Central segment of the Interurban Trail includes all of the site demolition, grading, storm water systems, concrete and asphalt trail surfacing, street paving, curbs, gutters, landscaping and irrigation systems for the full length of the trail. The available total budget for construction of the North Central project is \$2,167,451.

COUNCIL PRIORITIES FOR ADDITIVE ALTERNATES

Five additive alternates form part of the bid package for the North Central segment of the trail. At its February 6, 2006 Special Meeting, Council prioritized the potential Additive Alternates for the North Central Segment of the Interurban Trail. On a numbered priority basis these additives are:

1. Midvale Avenue Sidewalk at N 185th Street:

This alternate creates a concrete curb/gutter and sidewalk on the east side of Midvale at N 185th Street and completes the full intersection treatment at this location (Note: the base bid provides for a full signalized intersection at N 185th Street and Midvale Avenue North).

2. 20-stall Parking Lot at N. 178th Street:

This proposed parking lot will be located adjacent Midvale Avenue North at N 178th Street. This site works well to provide parking for trail users and for the possible future park area at this location.

3. Electrical infrastructure, Metal Halide lighting fixtures and poles on trail from N 175th Street to N 185th Street:

This alternate provides pedestrian height light poles at 70 foot intervals along the full length of this corridor.

3A. Electrical infrastructure, QL lighting fixtures and poles on trail from N 175th Street to N 185th Street:

The only difference between item 3 and 3A is the type of light source used for the fixtures. The QL lighting has a higher initial cost but offers a significantly longer lamp life.

- **4. Alternate 4 not used:** Note: This alternate number had previously been set aside for the proposed "Tivoli" lighting system for the area near the future Heritage Plaza park. Seattle City Light did not approve this lighting proposal and it has been eliminated from the bid documents.
- **5. Alternate 5 not used:** Note: This alternate number had previously been set aside for lighting improvements at the Arbor at N 185th Street. Seattle City Council did not approve design proposals for the arbor and this lighting has been removed from the bid documents.

- 4. Electrical infrastructure, Metal Halide lighting fixtures and poles from N 185th Street and Midvale to N 191st Street and Midvale Avenue North.
- 4A. Electrical infrastructure, QL lighting fixtures and poles from N 185th Street and Midvale to N 191st Street and Midvale Avenue North.
- **5.** Electrical infrastructure, Metal Halide Lighting and Poles at Future Park site: This alternate reduces the spacing between light poles from 70' intervals to 35' intervals in the area of the proposed future park site at N 178th and Midvale Avenue North.
- 5A. Electrical infrastructure, QL Lighting and Poles at Future Park site.

FINANCIAL IMPACT: The Interurban Trail Project - North Central Segment (175th Street to 192nd Street) is identified in the 2007-2012 Capital Improvement Program. The total project budget totals \$2,960,875. The following chart provides a financial breakdown of project:

Interurban Trail Project – North Central Segment (175th Street – 192nd Street)

Project Phase	Amount	Status
Planning/Design	\$606,424	Complete
Real Estate Acquisition	\$187,000	Complete
Construction	\$2,167,451	Underway
Total	\$2,960,875	
Revenue	Amount	Status
Revenue King County Parks Grant	Amount \$129,533	Status Obligated
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King County Parks Grant	\$129,533	Obligated
King County Parks Grant Interagency for Outdoor Recreation (IAC)	\$129,533 \$1,215,000	Obligated Obligated

The construction budget for the North Central project is \$2,167, 451. This amount includes a 10% project contingency for this project.

BID RESULTS

Bids for the North Central Segment of the Trail were opened on November 22, 2006. Ten bids were received by the City's Purchasing Department. The apparent low bidder for the Base Scope of Work was submitted by Road Construction Northwest, Inc. with a base bid amount of \$1,472,387.40. Four of the bids were within \$40,000 of each other, suggesting that the bids were an accurate reflection of the current bidding environment.

The Engineer's estimate for the Base bid was \$1,330,285. This represents roughly a 10% difference between the Engineer's estimate and the low base bid amount. Attached you will find a summary of the bid results for the North Central trail segment.

Staff has completed a review of the low bidder's references and the capacity of the company to carry out the North Central project given its current workload. With this review now complete staff recommends that Road Construction Northwest, Inc. Company be awarded a contract in the amount of \$1,551,962.70 that represents the cost of the Base Bid, plus Alternate # 1 (curb, sidewalk and street improvements at N 185th Street and Midvale Avenue North). It is highly desirable that Alternate #1 be awarded so that a finished intersection treatment can be achieved at this intersection.

RECOMMENDATION

Staff recommends that Council award a construction contract with Road Construction Northwest, Inc. Construction Company in the amount of \$1,551,962.70 for construction of the North Central segment of the Interurban Trail for Base Bid plus Additive Alternate #1; and authorize the City Manager or designee to approve change orders of up to 10% of the contract amount for project contingencies.

Approved By:	City Manager	City Attorney
Attachment: Bid ta	ab summary	

City of Shoreline N Central Segment Interurban Trail Bid No. 3789

BID SUMMARY OF BID TABS

COMPANY NAME	BAS	E BID AMOUNT		ADD ALT 1		ADD ALT 2		ADD ALT 3	Α	DD ALT 3A		ADD ALT 6	ADD ALT 6A		ADD ALT 7	ΑI	DD ALT 7A
1 Road Construction Northwest, Inc.	\$	1,472,387.40	\$	79,575.30	_\$_	148,369.74	\$	314,680.00	\$	341,140.00	\$	146,020.00	\$ 155,722.00	\$	60,280.00	\$	64,465.00
2 Trimaxx Construction Inc.	\$	1,499,486.25	\$	87,673.96	_\$_	182,051.23	\$	290,300.00	\$	314,800.00	\$	124,200.00	\$ 135,855.00	\$	40,500.00	\$	45,900.00
3 Paul Brothers, Inc.	\$	1,502,937.05	_\$_	79,770.80	_\$_	126,919.33	\$	298,300.00	_\$_	324,760.00	\$	128,060.00	\$ 139,400.00	\$	43,000.00	\$	47,410.00
4 Strider Construction Co., Inc.	_\$	1,510,974.00	\$	67,858.00	<u>\$</u>	129,483.97	_\$	297,500.00	\$	322,000.00	\$	130,250.00	\$ 140,750.00	\$	40,750.00	\$	45,250.00
5 Marshbank Construction, Inc.	\$	1,575,296,50	_\$_	169,032.00	<u> </u>	274,032.38	\$	298,100.00	\$	312,600.00	_\$_	133,700.00	\$ 144,200.00	\$	42,500.00	_\$	47,000.00
6 Precision Earthworks, Inc.	\$	1,583,605.00	\$	89,440.00	\$	179,084.80	\$	328,000.00	\$	352,500.00	_\$	141,100.00	\$ 151,600.00	_\$_	48,500.00	_\$	53,000.00
7 Dennis R. Craig Construction, Inc.	\$	1,649,193,60	\$	90,021.55	\$	172,347.69	_\$_	320,580.00	_\$_	348,602.00	_\$_	137,252.00	\$ 149,637.00	\$	45,294.00	\$	50,584.00
8 Grade, Inc.	\$	1,903,199,55	\$_	101,382.10	\$	170,426.50	\$	304,500.00	\$	333,900.00	<u>\$</u>	130,800.00	\$ 143,400.00	\$	43,320.00	\$	49,620.00
9 Gary Merlino Construction Co., Inc.	\$	2,047,643.00	\$	86,216.00	\$	165,483.71	_\$_	336,400.00	_\$_	365,800.00	_\$_	144,030.00	\$ 157,050.00	\$	47,490.00	\$	53,070.00
10 A-1 Landscaping and Construction, Inc.	\$	3,245,729.50	\$	255,952.00	\$	1,407,024.45	\$	279,600.00	\$	328,300.00	_\$_	139,700.00	\$ 131,040.00	\$	47,500.00	\$	49,100.00

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Council Meeting Date: December 11, 2006 Agenda Item: 7(d)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Echo Lake Neighborhood Association Mini-Grant for

\$5,000

DEPARTMENT: Communications & Intergovernmental Relations

PRESENTED BY: Joyce Nichols, C/IR Director

PROBLEM / ISSUE STATEMENT:

The Echo Lake Neighborhood Association has requested \$5,000 in Mini-Grant funds to contribute to the installation of a piece of public art in Echo Lake Park near the Interurban Trail. The neighborhood association has been interested in a marker that incorporates both art and the history of the area for many years. In 2001, the City Council approved \$3,400 in Mini-Grant money for the Echo Lake Neighborhood Association to purchase and install an art/historic marker in the park. The project was put on hold until construction of the Interurban Trail in this area was completed. With trail construction in this area complete, the neighborhood association is proposing to use the \$3,400 in previously approved Mini-Grant funds, add it to the requested \$5,000 in 2006 Mini-Grant funds and combine it with \$8,400 in matching funds from the 1% for Art program to create a more substantial piece of art in Echo Lake Park. The neighborhood association was inspired by the beautiful bronze Raven art installation at the NE 145th Street entrance to the south end of the Trail and would like to have a similarly nice art/historical installation along the section of trail that runs through the well-used section of Echo Lake Park.

On November 30, Echo Lake Neighborhood Association representatives went to the Parks, Recreation and Cultural Services Board to propose that the \$8,400 in Mini-Grant funds be used as a match for \$8,400 from the 1% for Art program. The \$16,800 in combined funding would allow a more significant piece of art to be created. The Parks Board approved the idea, contingent on City Council approval of this grant for \$5,000 in 2006 Mini-Grant funds.

In 2007, the Parks, Recreation and Cultural Services Board would oversee review, selection and implementation for the Echo Lake Park art as part of the process of using 1% for Art money. Echo Lake Neighborhood Association would provide a representative to serve on a committee for the public art selection.

This project would result in a tangible improvement to the neighborhood. As proposed by the Neighborhood Association, an art installation funded by pooling money could be a more significant piece of art. The project also reinforces the commitment of the Echo Lake community to Echo Lake Park, where neighborhood volunteers have spent hundreds of hours this year, weeding and mulching planting beds adjacent to the Interurban Trail. The proposed project meets the requirements set forth for use of Mini-Grant funds.

FINANCIAL IMPACT:

Council authorized \$30,000 in the 2006 budget to fund Neighborhood Mini-Grants. This is the fifth Mini-Grant submitted for approval this year. The project budget is included in Attachment A.

RECOMMENDATION

Staff recommends Council approve \$5,000 in 2006 Mini-Grant funds for the Echo Lake Neighborhood Association. If approved, the \$5,000 would be combined with \$3,400 carried-over from the 2001 Mini-Grant, for a total of \$8,400 in Mini-Grant funds.

Approved By: City Manager City Attorney ___

BACKGROUND

Resolution No. 54 established the Neighborhood Mini-Grant program, with the process and administration of the funds to be handled by Neighborhoods staff. The allocation of the total funds available is determined from year to year by appropriation of the City Council. All such grants to individual neighborhood associations are governed by rules approved by the City Council October 7, 1996 and amended November 23, 1998. Grants must be approved by City Council prior to their implementation.

The Mini-Grant program provides grants of up to \$5,000 to each of the active, qualifying neighborhood associations in the City of Shoreline. Neighborhood associations are required to match Mini-Grant funds. A match may be generated from co-sponsoring groups, businesses, organizations, schools, media, in-kind donations and/or "sweat equity".

Mini-Grant project categories include the following:

- Projects that create or enhance a tangible improvement in the neighborhood;
- Projects that disseminate information and increase awareness of the goals and mission of the neighborhood association to the neighborhood community;
- Projects that directly benefit a public agency or organization and its immediate neighborhood, and that require the active involvement of both the public agency and members of the neighborhood in planning and carrying out the program.

RECOMMENDATION

Staff recommends Council approve \$5,000 in 2006 Mini-Grant funds for the Echo Lake Neighborhood Association. If approved, the \$5,000 would be combined with \$3,400 carried-over from the 2001 Mini-Grant, for a total of \$8,400 in Mini-Grant funds.

ATTACHMENTS:

Attachment A – Echo Lake Neighborhood Association Budget for Art Installation

Echo Lake Neighborhood Association 2006 Mini-Grant Budget Art Installation in Echo Lake Park

Project / Item	Cost
2006 Mini-Grant funds for art	\$5,000
2001 Mini-Grant funds approved by City Council and carried over until Interurban Trail construction was completed	\$3,400

1% for Art matching money for Interurban Trail art \$8,400

TOTAL Art Project Budget \$16,800

Project Match

The Echo Lake Neighborhood Association proposes to provide match for its Mini-Grant through "sweat equity". The Association will provide the following labor in Echo Lake Park: coordinating and directing volunteers; removing invasive species and weeds; mulching weeded beds; and picking up and disposing of litter.

Council Meeting Date: December 11, 2006 Agenda Item: 7(e)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Ratification of Southwoods Purchase Agreement Between the City

of Shoreline and Shoreline School District

DEPARTMENT: City Manager's Office

PRESENTED BY: Robert L. Olander, City Manager

PROBLEM/ISSUE STATEMENT:

Last spring the voters of Shoreline approved a bond issue to acquire park property and improve parks throughout the community. One element of that bond was to acquire the "Southwoods" properties owned by the Shoreline Water District and the Shoreline School District. Prior to the bond election the City purchased three acres from the School District at the discounted value of \$240,000 an acre from general capital funds. The School District's remaining portion is 4.79 acres, while the portion owned by the Water District is 7.794 acres. The City Council authorized the City Manager to negotiate purchase agreements with both entities. The School District has accepted the City's offer of \$2,730,000 and staff is requesting Council ratification of the purchase agreement.

FINANCIAL IMPACT:

The City's appraisal valued the property at approximately \$130,000 to \$135,000 per developable single family lot (21 lots) (Attachment A). Given the number of lots likely to be marketed in a limited area, the true value would likely be closer to \$130,000 per lot. The District has accepted the City's offer of \$130,000 per lot for a total of \$2,730,000. The following is a review and estimate of the major property acquisitions in this area:

Expenditures

Water District Purchase Agreement	\$ 4,160,000
School District Purchase Agreement	2,730,000
Seattle Public Utilities Estimate	3,530,000

TOTAL \$10,420,000

Revenues

Southwoods Bond	\$ 6,000,000
Hamlin/Seattle Public Utilities Bond	3,300,000
Conservation Futures/Hamlin-Seattle Public Utilities Grant	650,000
Conservation Futures/Southwoods Grant	387,612
TOTAL	\$10 337 612

Additional Required

\$82,388

As part of the bond sale process UBS (low bidder) bid with a "premium" of \$123,000. Most jurisdictions apply any bid premium to the bond projects which is what we recommend. This premium will cover the additional \$82,388 required for these land purchases.

RECOMMENDATION

It is recommended that the City Council ratify the attached (Attachment B) agreement authorizing the purchase of Southwoods Lot 2 from the Shoreline School District.

Approved By:

City Manager City Attorney

Attachment A Attachment B



SHORELINE CITY COUNCIL

Robert L. Ransom Mayor

Maggie Fimia Deputy Mayor

Rich Gustafson

Ron Hansen

Keith McGlashan

Cindy Ryu

Janet Way

November 8, 2006

Superintendent Sue Walker Shoreline Public Schools 18560 First Avenue, NE Shoreline, WA 98155

Dear Superintendent Walker:

Attached is a copy of our appraisal for the School District portion of the Southwoods property and a follow-up letter from our appraisal firm which I just received. As near as I can tell, they attribute the difference in lot value (\$135,000 per lot vs. \$130,000 per lot) between the School and Water District properties to the assumption that the School District property would be marketed separately as a stand alone development. As such, fewer lots on the market at any one time could command a higher price. Also, with more lots to market on the larger Water District property, developers might lower the price to speed up sales.

However, I think a more likely assumption is that in an open market sale both properties would be available for development and sale at roughly the same time. In fact, there would be economies of scale and mobilization if a developer were to buy both and develop them at the same time. This scenario would lead toward the lower price range. I would appreciate the opportunity to review your appraisal to see how they handled this issue and discuss any differences before moving forward with a revised offer. It may be helpful for you, Stu and I to meet to discuss any outstanding issues and to see if we can arrive at a consensus position to recommend to our respective boards.

Sincerely,

Robert L. Olander, City Manager

cc: Ian Sievers, City Attorney
Debbie Tarry, Finance Director

Stu Turner, Shoreline Water District

Attachment



APPRAISAL GROUP OF THE NORTHWEST LLP

Central Park Building 1980 112th Ave. N.E., Suite 270 Bellevue, WA 98004-2940 (425) 453-9292 (800) 453-4408 FAX: (425) 455-9740

E-Mail: agnw@appraisalgroupNW.com

November 1, 2006

Mr. Sievers:

The value of larger parcels will decrease the value of the individual lots of that parcel. This reflects the tendency for those individuals who purchase items in bulk to expect a lower price per unit. Also, when a developer purchases a large piece of land with more lots, it will take longer to sell all of those lots in order to earn a return on their investment. Lots might sell at a rate of 1-2 per month, and since there is a substantial difference of eleven lots, the time to sell those additional lots could be more than six months. Most developers will lower the price per lot in order to sell those lots faster. Residential lots sell on a lot basis, which is not directly proportional to differences in square footage.

Glenn Price Appraisal Group of the Northwest, LLP

APPRAISAL GROUP OF THE NORTHWEST LLP

Complete Summary Appraisal Report

of a

Vacant Parcel of 4.79 Acres

Located at

2210 NE 150th St

Shoreline, WA 98133

for

Ian Sievers
City Attorney
City of Shoreline
17544 Midvale Ave. S
Shoreline, WA 98133

bу

James B. Price, MAI, SR/WA Glenn L. Price, Appraiser Appraisal Group of the Northwest LLP 1980 112th Avenue NE, Suite 270 Bellevue, WA 98004

C-3087



Appraisal Group of the Northwest LLP

Central Park Building 1980 112th Ave. N.E., Suite 270 Bellevue, WA 98004-2940

(425) 453-9292 (800) 453-4408 FAX: (425) 455-9740 AGNW@AppraisalGroupNW.com

June 30, 2006

Ian Sievers City Attorney City of Shoreline 17544 Midvale Ave. N Shoreline, WA 98133

Re:

Complete Summary Appraisal of Lot 2, with 4.79 acres located at 2210 NE 150th St in

Shoreline, WA.

Dear Mr. Sievers:

In accordance with your request, we have prepared a complete summary appraisal report of the fee simple interest in the subject property referenced above. The most pertinent data gathered and the techniques of valuation are set forth in this report. This appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation.

The evidence best supports a just compensation for the fee simple interest for the subject property as of April 27, 2006, of:

TWO MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND DOLLARS \$2,835,000

Thank you for the opportunity to be of service. If you have any questions regarding this appraisal, please feel free to contact us.

Sincerely,

Jámes B. Price, MAI, SR/WA

Certified General Real Estate Appraiser, WA

Certification No. 1100229

Glenn L. Price, Appraiser

Registered Real Estate Appraiser Trainee, WA

Certification No. 1000389

Islam L. Price

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- 4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics, the Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice.
- 8. I, James B. Price, MAI, SR/WA, and I, Glenn L. Price, have made a personal inspection of the property that is the subject of this report.
- 9. No one has provided significant real property appraisal assistance to the persons signing this certification.
- 10. The use of this report is subject to the requirements of the Appraisal Institute regarding review by its duly authorized representatives.
- 11. As of the date of this report, James B. Price, MAI, SR/WA, has completed the requirements under the continuing education program of the Appraisal Institute.

Jame B. Pina Slam L. Price	
Sames B. Price, MAI, SR/WA	Glenn L. Price, Appraiser
June 30, 2006	June 30, 2006
Date	Date

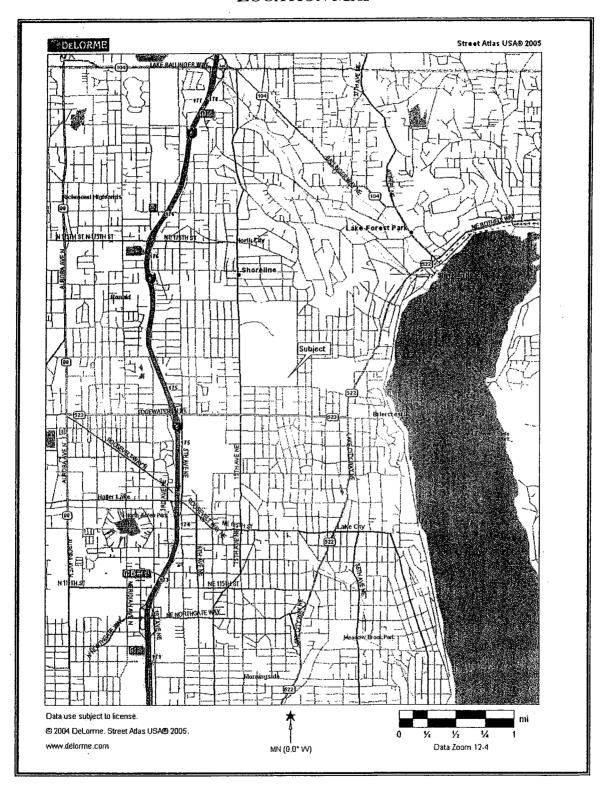
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City of Shoreline / Ian Sievers June 30, 2006 Page iv

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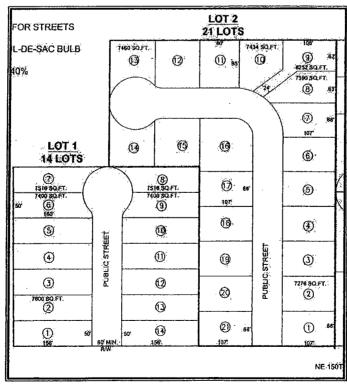
COMPARABLE SALES SHEETS
QUALIFICATIONS OF APPRAISERS

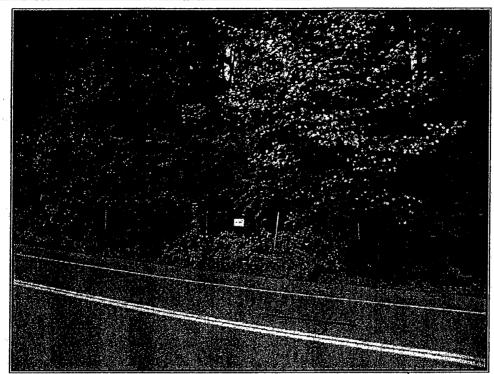
LOCATION MAP



PLAT MAP







Looking North at Southern Edge of Lot 2 across NE 150th St.



Looking East at Southern Edge of Lot 2 Across NE 150th St. (Subject to Left)

PROPERTY IDENTIFICATION - DESCRIPTIVE DATA

This is a complete summary appraisal report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of professional Appraisal Practice for a summary appraisal report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses may be retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

Property Identification

The subject of this appraisal consists of an acquisition of a parcel of land. Lot 2 of the new South Woods Short Plat has 4.79 acres.

Ostensible Owner

Shoreline School District 412

Legal Description

Lot 2, South Woods Short Plat; that portion of the North ½ of Southwest 1/3 defined as follows – beginning at southeast corner said subdivision thence northerly along east line said subdivision 629.34 feet then north 87-53-29 west 1053.31 feet then south 00-09-30 west 250.26 feet then south 88-03-56 west 192.49 feet then south 00-06-03 west to south line said subdivision then easterly along said line 1240.72 feet to point of beginning – less county road undivided 50% intersecting perpendicular record #20051205001171. Original tax parcel number prior to short plat was 162604 9098.

Date of Inspection

April 27, 2006

Date of Appraisal

April 27, 2006

Date of Appraisal Report

June 30, 2006

Subject Sales History

According to King County public records, the subject has not been sold in the last 10 years. It has been quit-claimed between the Washington State Department of Natural Resources to the Shoreline Water District on 03/13/2000, then was transferred to the Shoreline School District 412.

Function of the Appraisal Report

The function of the appraisal is to provide the client with an opinion of market value of fee simple interest in lot 2.

Disclosure of Client and Intended User(s)

The term Client is defined in the Uniform Standards of Professional Appraisal Practice, 2005 edition as:

"The party or parties who engage an appraiser (by employment or contract) in a specific assignment."

The term Intended User(s) is defined in *Uniform Standards of Professional Appraisal Practice*, 2005 edition as:

"The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report, by the appraiser on the basis of communication with the client at the time of the assignment."

This report is intended for use only by the City of Shoreline. Use of this report by others, without permission by the client, is not intended by the appraisers.

Disclosure of Client's Intended Use

The term Intended Use is defined in Uniform Standards of Professional Appraisal Practice, 2005 edition as:

"The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraisers based on communication with the client at the time of the assignment."

The intended use of this appraisal is to assist City of Shoreline in establishing the market value of the subject real property.

Contact with Property Owner

Larry from the Shoreline School District was contacted since Sue Walker was unavailable, and was knowledgeable about the subject property.

Property Rights Appraised

The subject property is valued on a fee simple interest basis.

Scope of the Appraisal

The scope of the appraisal assignment included the following tasks:

- An inspection of the subject property and comparable sales data considered,
- An analysis of the subject property's physical, locational, and investment characteristics,
- An investigation and evaluation of market characteristics and trends,
- The collection and analysis of pertinent data,
- The development of a conclusion as to the market value of the property through the application of all three approaches to value.

The value conclusions contained in this report are based upon review and analysis of market conditions affecting real property value, with primary consideration of physical and site characteristics influencing the subject property, with emphasis on recent sales and listings of generally similar property type and the attributes of competitive properties. This information has been obtained from CoStar Comps, MetroScan, public records, real estate brokers, property managers, buyers and sellers, King County Assessor's records, the Appraisal Group of the Northwest market database, personal inspections, and interviews with various market participants. The subject and comparable properties have been inspected and photographed.

This report is intended to comply with appraisal guidelines and reporting requirements set forth under Standard Rule 1 and Standard Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the subject real property.

Fee Simple Interest

Fee Simple Estate is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.¹

Disclosure of Competency

The appraisers' qualifications in the Addenda provide evidence that they are well-qualified for this assignment. They have completed appraisal assignments that involved valuing properties similar to the subject in and around the State of Washington.

¹ The Appraisal of Real Estate, 12th Ed. (Chicago: Appraisal Institute, 2001), P. 68.

Market Value

According to the Uniform Appraisal Standards for Federal Land Acquisitions, the definition for Market Value is as follows:

"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

ASSUMPTIONS

This appraisal is contingent upon the following assumptions:

- 1. The legal description is correct, and title to the property is good and marketable.
- 2. The title to the property is free and clear of liens or encumbrances.
- 3. The property has responsible owner(s) and competent property manager(s).
- 4. The information furnished by others is reliable, but no warranty is given for its accuracy.
- 5. All engineering is correct. (The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.)
- 6. There are no hidden, unapparent conditions of the property, subsoil, or structures that render it more or less valuable. This includes any toxic waste or asbestos insulation that may be present. We take no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.
- 7. There is full compliance with all applicable federal, state, and local environmental regulations and laws.
- 8. The property conforms to all applicable zoning and use regulations and restrictions.
- 9. All required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value contained in this report is based.
- 10. The use of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass.
- 11. We did not observe any hazardous materials, which may or may not be present, on the property. We have no knowledge of the existence of such materials on or in the property, but we are not qualified to detect such substances. The presence of such substances as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The opinion of value is formulated under the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them.

LIMITING CONDITIONS

This appraisal report is subject to the following conditions:

- 1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless the proration or division of interests has been set forth in the report.
- 2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
- 3. No appraiser, by reason of this appraisal, is required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless prior arrangements have been made.
- 4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of any appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- 5. Appraisal Group of the Northwest and its associate appraisers and employees assume liability only to the client and only up to the amount of the fee actually received for this assignment.
- 6. Appraisal Group of the Northwest and its associate appraisers and employees are not responsible for any costs incurred to discover or correct any deficiency in the property. If a lawsuit is instigated by a lender, partner, part owner in any form of ownership, tenant, or any other party wherein this report is used in evidence; in the disposition of any and all awards, settlements, or cost, regardless of outcome, Appraisal Group of the Northwest and its associate appraisers and employees will be held completely harmless.
- 7. A survey plot plan was furnished of the area to be acquired, which is what was referenced in order to determine the dimensions of the subject. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted.
- 8. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply-and-demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

9. This is a complete summary appraisal report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and to the intended function stated previously. The appraisers are not responsible for unauthorized use of this report.

SITE DESCRIPTION

Location and Access

Lot 2 of the South Woods Short Plat is located at 2210 NE 150th St. in Shoreline. Access is off 25th Ave. NE and NE 150th Street. Lighting is present on two-lane NE 150th St. while 24th Ave. NE has two lanes, curbs, gutters, and street lighting. The subject is located in a residential area of predominantly average-quality houses, just south of Shorecrest High School and east of the Fircrest State Institute. The primary north/south arterial is the I-5 freeway roughly 1 mile to the west that provides access to Seattle to the south and Everett to the north.

Shape and Total Size

Lot 2 is "L"-shaped and slopes gently to the east. It measures 4.79 acres or 208,668 square feet. This data is provided on the South Woods Short Plat Plan, displayed previously, provided by the City of Shoreline and prepared by Triad Associates. Based on a potential subject plat provided by the City of Shoreline, the average potential lot size of the 21 lots in the subdivision of Lot 2 is estimated to be 7,452 SF.

Environmental Concerns

No significant nuisances or hazards were noted at the time of inspection; however, we are not qualified environmental inspectors capable of making any determination of environmental contamination.

As noted in the Assumptions and Limiting Conditions, Appraisal Group of the Northwest is not qualified to detect hazardous material or toxic conditions, and this appraisal is based on the assumption that there is no hazardous material or toxic condition present adversely affecting the market value, utility, or marketability of the subject property. It is therefore assumed that the subject is nominally free of toxic materials and is appraised as such.

Identification of Possible Flood Hazard

The corresponding flood map number for the subjects is 53033C0331F on May 16, 1995. The subjects are located in Zone "X." This is an area determined to be outside the 100-year floodplain.

Easements and Restrictions

No title report was previously provided for review. For the purposes of this appraisal, the subject properties are assumed to be free from any adverse easements, restrictions, or encroachments.

Topography and Forestation

The subject slopes gently to the south and is at street grade. The site is uncleared, and has a potential for profit by tree harvest. However, since the subject would most likely

be utilized as a residential subdivision, many trees would remain, and removing trees would be offset by the extra cost of lot development. Therefore, the trees contribute only aesthetic value to the subject.

Soils and Drainage

From direct observation of the site, the subject parcel appears to be well-drained. No indications of toxic hazards were observed; however, detailed analysis of such potential is beyond the scope of this appraisal. We are assuming, for the purposes of this appraisal, that the subject soil conditions are supportive of the improvements, and that the site is adequately drained, as well as free of toxic materials.

Utilities

The subject property has public water, sewer, electric service and telephone service.

Assessment and Taxes - King County, Washington (Total Parcel)

2006 Assessed Value:								
Parcel	Municipal .	e Emil	Improvements	iotal	Taxes (2006)			
155	04 9098	\$0	\$0	\$0	\$12.94			
	CONTRACTOR OF THE	verter server server	2 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	FIG ACTES ASSESSED				

The new parcel number is 162604 9106.

Zoning

The subject property is zoned R6, Residential 6, by the City of Shoreline. This zoning permits 6 lots per acre.

HIGHEST AND BEST USE ANALYSIS

Highest and best use analysis is a method of inquiry in which the appraiser attempts to determine the optimum use of a property in light of market conditions. It is grounded on the assumption that the price a typical purchaser will pay for a property is based on his determination of the most profitable use of the site or improved property. This concept helps an appraiser to determine what improvements should be constructed on a site if it were vacant, and how the present improvements can best be utilized.

The highest and best use of a property is formally defined in The <u>Appraisal of Real Estate</u> (12th Edition; Chicago: Appraisal Institute, 2001; p. 305) as:

"The reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, and financially feasible and that results in the highest value."

Because the price that potential purchasers consider feasible to pay for a property tends to be based on the use they plan for it, the highest and best use of the property is a major factor affecting its market value. This use may be as if the property were vacant or as it is improved. To determine the highest and best use of the property, four significant factors were analyzed. These are the possible uses that are: (1) legally permitted, (2) physically possible, (3) economically feasible, and (4) maximally productive.

- 1. The subject property is zoned R6, which enables development of 6 lots per acre.
- 2. Judging by the improvements in the area, the soils appear suitable for most types of development. The site is well located, with good access and exposure. Water, electricity, sewer and telephone service are all available to the site.
- 3. A realistic assessment of market demand for the proposed use of the property is important. For a site to be economically feasible for a given use, the proposed use must be compatible with the surrounding neighborhood and have sufficient demand. The subject property has all the attributes requisite to a residential development.
- 4. In light of the analysis above, it appears that the most profitable use of the subject site, as though vacant, would be to develop a residential plat.

APPRAISAL TECHNIQUES

The traditional approaches to estimating the value of real estate are the cost, sales comparison and income approaches.

COST APPROACH

The cost approach is based on the principle that the value of a property is set by the cost of producing a substitute property of equal utility. Value is estimated as the cost of acquiring the vacant land plus the cost of reproducing or replacing the improvements, less accrued depreciation from all causes.

Implementation of the cost approach depends on the availability of: 1) comparable land sales, 2) data that allow accurate estimates of construction and development costs, and 3) data to support a reasonable estimate of accrued depreciation.

The cost approach is especially applicable to new construction where the improvements represent the highest and best use of the land and depreciation is of little consequence, or to special purpose properties and where there are no comparable data from which to develop either the sales comparison approach or the income approach.

SALES COMPARISON APPROACH

The sales comparison approach is based on the principle that the value of a property tends to be set by the price that would have to be paid to acquire an equally desirable substitute property in the open market. The value estimate is based on prices paid for similar properties in arm's-length market transactions over a time period that reasonably reflects market conditions.

Therefore, the validity of the sales comparison approach depends on the existence of recent sales of properties, which are comparable in location, size, date of sale, utilities, topography, zoning, and overall market appeal. This approach is useful for valuing developed general-purpose properties or vacant land.

INCOME APPROACH

The income approach is based on the principle that the value of a property is dependent on the magnitude of the income stream it is expected to produce. The value of a property is estimated by capitalizing or discounting its expected cash flow, employing market derived investment return rates. In addition to return rates, every element of the expected cash flow is market-derived or supported, including rents, expenses, and vacancy rates. Therefore, as with the other approaches to value, the validity of the income approach depends on good market data.

RECONCILIATION

The appraisal process is concluded by a review and re-examination of each of the approaches to value that has been employed. The appraiser considered each approach with respect to its appropriateness, accuracy and the quantity of data available for its implementation. The appraiser also examined the differences in the value indications yielded by the approaches used, and attempted to resolve any inconsistencies. Based on this analysis, and giving the appropriate weight to each approach used, a final value estimate is concluded.

CASH EQUIVALENCY

Standard definitions of market value indicate payment in cash or its equivalent. The equivalent of cash includes financing terms generally available in the market. If below-market financing is involved in a comparable sale, the sales price must be adjusted to a cash equivalent price. In this report, vacant land sales and improved sales were for cash or the sales prices were adjusted to cash equivalency if sufficient data were available.

SUMMARY

In this appraisal, only the sales comparison approach is applicable since no improvements are being evaluated, and the subject does not produce income.

SALES COMPARISON APPROACH

In the sales comparison approach, the value of a property is estimated by comparing it with similar properties in its market area. This approach is based on the premise that the value of a property is set by the prices of equally desirable substitute properties in the same area.

PROCEDURE

Recent sales of similar and competing properties are selected for comparison with the subject property. An appropriate unit of comparison is determined (e.g., entire property, price per square foot, price per room, etc.), and adjustments are made to each comparable sale in order to account for value differences between these properties and the subject. The adjustments are made for such property and transaction characteristics as financing terms, conditions of sale, date of sale, location, and physical attributes. The result of appropriate adjustments applied to sales of comparable properties should be a relatively narrow indicated value range. From within this range, a specific estimate of the subject property's value is often selected.

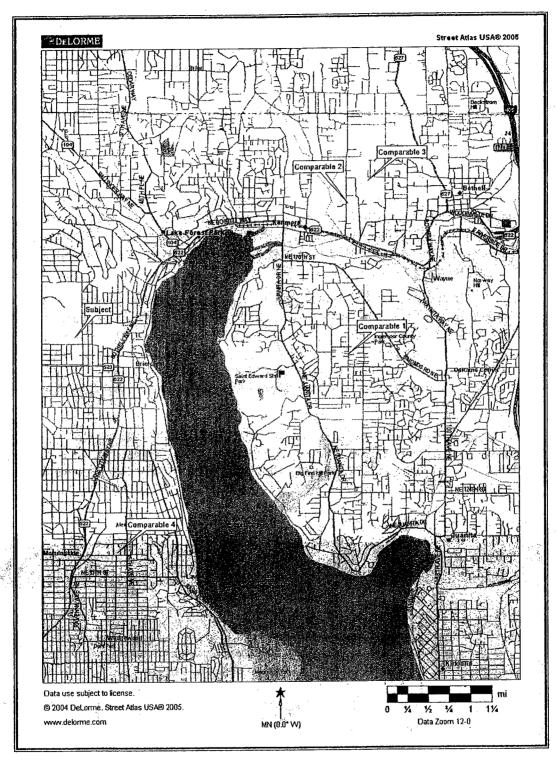
The most widely recognized and market-oriented unit of comparison is the price per lot. The market search for comparable sales was undertaken in the local subject area that resulted in closed sales, proximate in time to the date of appraisal, of comparable land parcels in the subject neighborhood. After being inspected, confirmed, and analyzed for their applicability and comparability with the subject, the sales summarized on the following pages were considered to be the best indicators of fee simple market value for the subject by the sales comparison approach.

The following elements of comparison were considered and adjusted, as appropriate, to the subject: property rights conveyed, financing, condition of sale, market conditions, location, and physical characteristics. Maps and a summary table of the sales are presented on the following pages. Photographs are also enclosed with a summary of the sales.

SUMMARY OF COMPARABLE SALES

Sale No.	Location	Sale Date	Adjusted Land Price	Zoning	Area (Acres)	Lots	\$/Lot
1	14723 81st Ave. NE, Kenmore	9/15/2005	\$1,170,000	R6	2.000	9	\$130,000
2	18224 80th Ave. NE, Kenmore	1/17/2006	\$1,970,000	R6	2.400	13	\$151,538
3	84th Ave NE and NE 190th St, Bothell	5/9/2005	\$3,100,000	R4PSO	4.900	20	\$155,000
4	3212 NE 100th St., Seattle	4/16/2004	\$1,812,000	SF 7200	2.945	12	\$151,000
Subject Lot 2	2210 NE 150th St, Shoreline			R6	4.790	21	

COMPARABLE LAND SALES LOCATION MAP



COMPARABLE SALE GRID

	(Sill) prom	Silas	Adj.	Terapre)510 Suloz	Adj.	ramination and	Adj.	TO TOTAL TELES	Adj.
PAYUNOUS BANGEROOM		\$1,170,000		\$1,970,000		\$3,100,000		\$1,812,000	
Tiplife of Single		9/15/2005	7.1%	1/17/2006	2.6%	5/9/2005	11.6%	4/16/2004	25.5%
		\$1,253,070		\$2,021,220		\$3,459,600		\$2,274,060	
	والمرافق والمساورة	\$139,230		\$155,478		\$172,980		\$189,505	
7:10(0)(0)()	2210 NE 150th St. Shoreline	14723 B1st Ave. NE, Kenmore		18224 60th Ave. NE, Kenmore		84th Ave NE and NE 190th St, Bothell		3212 NE 100th St., Seattle	-15%
Z4031119E-33	R6	R6		R6		R4PS0		SF 7200	
	21	9		13		20		12	
	4.79	2.00	-6%	2.40	-5%	4.90	0%	2.945	-4%
. Sign	"L" Shaped	Rectangular		Rectangular		Rectangular		Rectangular	
The fall both of the state of t	Mild Stope	Mostly Level		Level	-5%	Level	-5%	Level	-5%
医性性的 (1)(1)(1)(1)	All Available	Same		Same		Same		Same	
MAY LOYS LONG	7,452	7,260	2%	6,031	13%	8,004	-5%	8,018	-5%
coinne à la				Prelim. Plat Approval	-15%	Views	-10%		
and unleggoration	PAdjustment	133,159	-4%	136,048	-12%	138,901	-20%	134,395	-29%

Discussion of Comparable Sales

The preceding chart presents the comparable sales indicating sale price per lot. This range of value is after adjustments for factors such as location, size, slope and other characteristics.

Property Rights

The property rights conveyed for all of the comparable sales is the fee simple estate, the same rights being appraised for the subject. Therefore, no adjustments for property rights conveyed are necessary.

Financing

All of the sales involved are based on all-cash equivalent sales terms. Based on the market evidence and market standards, no adjustment for financing is applied to any of the transactions.

Conditions of Sale

All of the transactions appear to represent arm's-length transactions and are free from any non-market influences. Therefore, no adjustment for conditions of sale is warranted.

Market Conditions

All of the sales closed between April 2004 and January 2006, and are considered to be the most current sales recorded of comparable properties in the subject's market area. From conversations with realtors and brokers of residential acreage properties and analysis of other properties in the subject's market area, including

properties contained in our database, these sales were considered most similar to the subject.

Discussion of Comparable Sales

All of the comparables required adjustment when comparing them to Lot 2.

Comparable 1 required downward adjustment due to less site area. It was adjusted upward for market time and smaller average lot size. It was considered similar in terms of zoning, shape, topography, and utilities.

Comparable 2 requires downward adjustment for less area, more level topography, and preliminary plat approval at sale. It requires upward adjustments for market time, and a smaller average lot size. It is considered similar to the subject in terms of zoning, shape and available utilities.

Comparable 3 required downward adjustment for more level topography, larger average lot size, and views. It requires upward adjustment for market time. It is similar in terms of utilities.

Comparable 4 requires downward adjustment for location, smaller size, larger average lot size, and level topography. It requires upward adjustment for market time. It is considered similar in terms of zoning, shape and utilities.

SALES COMPARISON CONCLUSION FOR LOT 2

In conclusion, all sales have been considered, each with their similar characteristics. A reasonable market value for the subject is estimated at \$135,000/lot.

 $135,000 \times 21 \text{ lots} =$

\$2,835,000

ADDENDA

COMPARABLE SALE NO. 1

(1) ADDRESS or LOCATION:

14715-14723 81st Ave. NE, Kenmore, WA 98028

(2) SALE SKETCH and PHOTO are on following page:

a. Access: 81st Ave. NE

Use at Sale:

I old home and I newer one with excess land.

H & B Use:

Residential

Zoning:

R6 (6 lots per acre)

Area:

2 Acres

Sale Date:

09/15/2005

Sale Price:

\$1,460,000 + \$10,000 for Demolition = \$1,470,000

h. Instrument Type: Warranty Deeds

Terms:

Cash

Ex. Tax # or AF #: E2155049 & E2155041

Seller: k.

Cheryle R. and Paul Davies, and another from Kelly S. and Paul R. Conley.

Buyer: I.

Parkmont Properties LLC

m. Confirmed with:

Danelle at Heiser Construction, Parkmont's parent company.

Phone #:

(425) 462-5770

Date: Confirmed by: May 2, 2006 Glenn L. Price

n. Date Inspected:

April 27, 2006

(4) LEGAL DESCRIPTION:

Block C, Lot 5, Moorland Heights Unrec.

(5) DESCRIPTION:

Topography:

Mostly Level

View:

None

Utilities:

All available

Improvements:

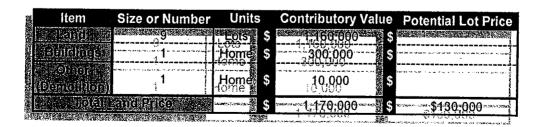
I usable home, I demolished home

Comments:

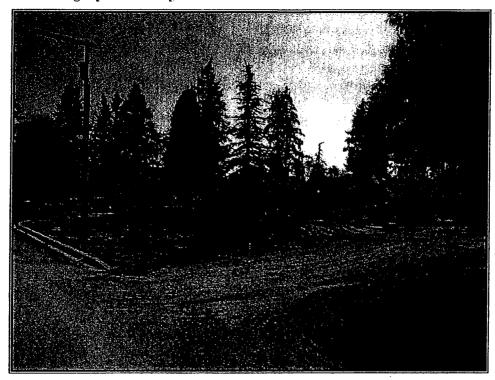
These sale properties were improved with two structures; one from 1936 (demolished) and another built in 1994 which is being retained on one of the 9 available lots. New homes are currently under construction, and other than the 2 homes previously on-site, the building sites were bought with no platting process begun. The lot is mostly cleared and in close proximity to amenities. The area has been rapidly increasing in property values due to its central position between

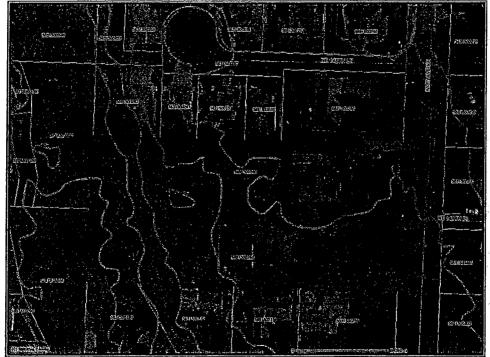
Seattle, Redmond, and Bellevue.

(6) ANALYSIS:



Sketch and Photographs of Comparable Land Sale No. 1





Date Taken: April 27, 2006

Taken By: GLP

COMPARABLE SALE NO. 2

(1) ADDRESS or LOCATION:

18224-18308 80th Ave. NE, Kenmore, WA 98028

(2) SALE SKETCH and PHOTO are on following page:

a. Access:

80th Ave. NE

Use at Sale:

2 Homes

H & B Use:

Residential

Zoning: d.

R6 (Six lots per acre)

Area:

2.4 Acres

Sale Date:

01/17/2006

Sale Price:

\$1,950,000 + \$20,000 for demolition = \$1,970,000

Instrument Type: h.

Terms:

Special Warranty Cash

Ex. Tax # or AF #: E2181825

Seller:

Alice and John L. Osgood

Buyer:

Chateau Construction/Development LLC

Confirmed with:

E-Tax records

Phone #:

Date: Confirmed by: 05/02/2006 Glenn L. Price

n. Date Inspected:

April 27, 2006

(4) LEGAL DESCRIPTION:

Block 15, Lot 38 & 39, Lot 40 Alderwood Manor #14. 38 L&SS south 112 feet & all 39

(5) DESCRIPTION:

Topography:

Level

View:

None

Utilities:

All available

Improvements:

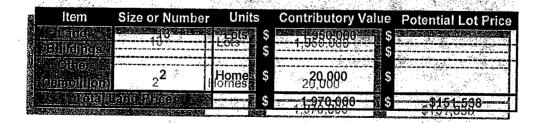
2 buildings which have been subsequently demolished.

Comments:

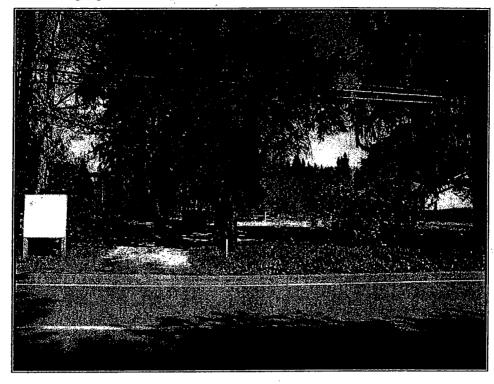
The site had preliminary plat approval at the time of sale. The site will be developed with 13 lots. Construction of new homes on the site was ongoing at the time of the inspection. The lot is mostly cleared and in close proximity to amenities. The area has been rapidly increasing in property values due to its central

position between Seattle, Redmond, and Bellevue.

(6) ANALYSIS:



Sketch and Photographs of Comparable Land Sale No. 2





Date Taken: April 27, 2006

Taken By: GLP

COMPARABLE SALE NO. 3

(1) ADDRESS or LOCATION:

Corner of 84th Ave. NE and NE 190th St., Bothell, WA 98011

(2) SALE SKETCH and PHOTO are on following page:

a. Access: NE 190th St.
b. Use at Sale: Vacant
c. H & B Use: Residential

d. Zoning: R4PSO
e. Area: 4.9 Acres
f. Sale Date: 05/09/2005

g. Sale Price: \$3,100,000

h. Instrument Type: Special Warranty Deed

i. Terms: Cash j. Ex. Tax # or AF #: E2121550

k. Seller: Farley Enterprises LLCl. Buyer: John F. Buchan Construction

m. Confirmed with: Wendy at John F. Buchan Construction Incorporated

Phone #: (425) 739-3890
Date: 05/09/2005
Confirmed by: Glenn L. Price
n. Date Inspected: 04/27/2006

(4) LEGAL DESCRIPTION:

Section 6, Township 26, Range 5, Tax Lot 19, west 5 Acres of north 10 Ac of west ½ of Gl 7 less county road.

(5) DESCRIPTION:

Topography: Level View: None

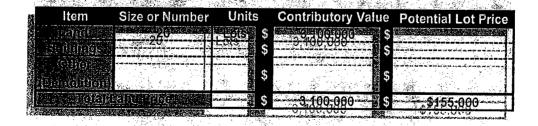
Utilities: All available

Improvements: None
Comments: Based on the zoning, the site can be developed with 20 lots. The property has view

potential of the surrounding area and is situated next to other recently developed neighborhoods and open agricultural land owned by King County. The lot is cleared and in close proximity to amenities. The area has been steadily increasing in property values due to its central position between Seattle, Redmond, and

Bellevue.

(6) ANALYSIS:



Sketch and Photographs of Comparable Land Sale No. 3





Date Taken: April 27, 2007

Taken By: GLP

COMPARABLE SALE NO. 4

(1) ADDRESS or LOCATION:

3212 NE 100th St., Seattle, WA 98125

(2) SALE SKETCH and PHOTO are on following page:

Access: NE 100th St. Use at Sale: Vacant H & B Use: Residential SF 7200 Zoning: 2.945 Acres Area: Sale Date: 04/16/2004 f. Sale Price: \$1,812,000 Instrument Type: Bargain & Sale

i. Terms: Cash j. Ex. Tax # or AF #: E2114180

k. Seller: Seattle School District No. 1
l. Buyer: Steve Williams Custom Homes Inc.

m. Confirmed with: Monica Williams at Steve Williams Custom Homes Phone #: (206) 522-9994

Daté: 05/09/2006
Confirmed by: Glenn L. Price
n. Date Inspected: 04/27/2006

(4) LEGAL DESCRIPTION:

Fischer's Highway Garden, Tracts #2, Parcel 1 Seattle LBA #2307324 Record # 20040415900001 said LBA defined as follows -Lots 5 through 8, Block 7.

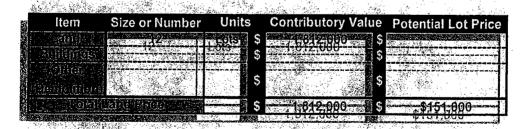
(5) DESCRIPTION:

Topography: Mostly Level View: None Utilities: All available Improvements: None.

Comments: The site was later developed with 12 lots which were cleared at the time of sale. The property has been fully improved with new homes. The site was used for a school, and was sold after the closure of the

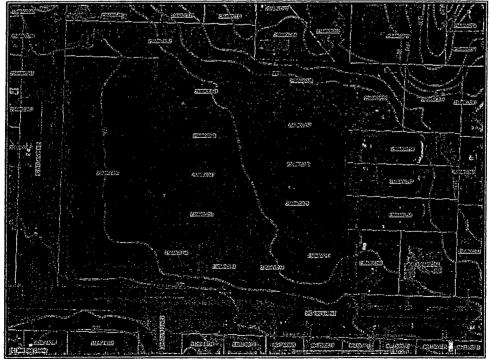
facility. The site has good access to downtown Seattle, and amenities are nearby.

(6) ANALYSIS:



Sketch and Photographs of Comparable Land Sale No. 4





Date Taken: April 27, 2007

Taken By: GLP

QUALIFICATIONS OF APPRAISERS

QUALIFICATIONS OF APPRAISER

JAMES B. PRICE, MAI, SR/WA

EDUCATION

Bachelor of Science in Finance, Real Estate Emphasis: Northern Illinois University. University of Illinois: 1966.

Appraisal Institute courses include Capitalization Theory, Residential Valuation, Easement Valuation, and Standards of Professional Practice.

Seminars and Classes include Real Estate Feasibility, Business Valuation, Valuation of Easements and Litigation Skills, Appraising for Pension Funds, and Appraisal of Partial Acquisitions.

PROFESSIONAL MEMBERSHIPS

Appraisal Institute

Membership:

MAI Designated Member of the Appraisal Institute since 1979

Formerly:

President, Director, and Vice President, Seattle Chapter and Alaska

Chapter

International Right of Way Association

Designation:

SR/WA (Senior Right of Way Agent)

Position:

Regional Vice-Chair and International Right of Way Association

Valuation Committee

Formerly:

International Right of Way Association Director, President, and Vice

President; Seattle, Washington and Fairbanks, Alaska Chapters

EXPERIENCE: Over 35 years

Currently: General Partner, APPRAISAL GROUP OF THE NORTHWEST LLP

Developer of subdivisions, office building, and residences

Owner of office buildings and apartments

Formerly:

Proprietor, APPRAISAL GROUP OF THE NORTHWEST

Appraiser, Schueler, McKown & Keenan

Partner, Price & Associates, Alaska

Senior Appraiser, First State Bank of Oregon Appraiser, Pacific First Federal Savings Bank Appraiser, U.S. Small Business Administration

Appraiser, Washington State Dept. of Transportation

Qualified as an expert witness in Superior Court, Federal Court Master's Hearings, and Federal Bankruptcy Court. Served as an arbitrator in property valuation and lease renewals.

Fee reviewer; Washington Dept. of Transportation, major banks, and governmental clients.

Qualified as a Master; held Master's Hearings in Alaska.

Currently certified under the continuing education program of the Appraisal Institute.

Currently certified in Washington State as a General Appraiser (Certification No. 1100229)

CLIENTS SERVED

Abeyta & Associates, R/W Company

Benson & McLaughlin, Accountants

Bullivant, Houser, Bailey, Pendergrass

& Hoffman; Robert Riede, Attorneys

Bureau of Indian Affairs

Bureau of Land Management

Center Bank

Certified Land Services

Charter Bank

Chevron Products Company

Church of God, Western Washington

City of Auburn

City of Des Moines

City of Issaquah

City of Newcastle

City of Port Angeles

City of Redmond

City of SeaTac

City of Seattle

City of Tacoma

Coldwell Banker Relocation

Columbia Bank

Corr Cronin LLP, Joshua Preece, Atty.

Costco

Eastman, Scott, Attorney, Bellevue

El Centro De La Raza; Felicia Gonzales

Enumclaw Public Schools:

Will Samuelson

First Sound Bank

Huling Brothers; Steve Huling

Johns Monroe Mitsunaga, Attorneys;

Michael Monroe, Darrell Mitsunaga

Kent Schools

KeyBank of Washington

Keating Bucklin & McCormack,

Attorneys

King County Library System

Korea Exchange Bank

Lane & Associates, Inc., R/W Company

John Lynch, CPA, Bellevue

Ogden Murphy Wallace, Attorneys

O. R. Colan Associates, Inc.

(Acquisition Specialists)

Pacific Union Bank

Pharos Corporation (R/W Company)

Port of Friday Harbor

Port of Orcas

Port of Seattle

Puget Sound Energy

Reid Middleton, Engineers

Saehan Bank

Seattle City Light

Seattle Monorail Project

Seattle School District

Sound Transit

Tacoma Utilities

Union Bank of California

U.S. Bank

U.S. Fidelity & Guarantee

U.S. Postal Service

Universal Field Services, Mitch Legal

Washington Dept. of Transportation-

Approved Appraiser & Reviewer

Washington State Dept. of Natural

Resources

Washington State Parks & Recreation

Commission

Waste Management

Williams Northwest Pipeline

Wilshire State Bank

QUALIFICATIONS OF APPRAISER GLENN L. PRICE

EDUCATION

Bachelor of Science from University of Washington, Geology major, Architecture minor

REGISTRATION

Currently registered in Washington State as a Real Estate Appraiser Trainee #1000389

CONTINUING EDUCATION

Appraisal Principals, Appraisal Institute, 2005 USPAP & Ethics, Standards of Professional Practice, Appraisal Institute, 2005 Basic Income Capitalization, Appraisal Institute 2005 Appraisal Procedures, Appraisal Institute, 2006

EXPERIENCE:

Currently: Appraiser, APPRAISAL GROUP OF THE NORTHWEST LLP 2003 - Current

AFFILIATIONS:

Associate Member of the Appraisal Institute

CLIENTS SERVED

Abeyta & Associates
Bellevue Community College
Brandt Law Group
Catherine Janicki, Atty.
Certified Land Services
City of Auburn
City of Shoreline
City of Tacoma
Citywide Mortgage
Dynasty Mortgage
Financial Advantage
Howe, Cunningham & Lowe, PLC
Joseph DePalma Administrative Trust

Kent Schools
KeyBank National Association
King County Water District #1
O.R. Colan Associates, Inc.
Pharos Corporation
Port of Seattle
Schwartz, Kales, Accountants
Sound Transit
Suburban North Wealth Mgmt.
Terry Brink, Atty.
Universal Field Services
US Bank
Weichert Relocation Company



APPRAISAL GROUP OF THE NORTHWEST LLP 1980 112th Avenue NE, Suite 270 Bellevue, WA 98004-2940

Invoice: C-3087

2006 June 30

Ian R. Sievers
City of Shoreline
City Attorney
17544 Midvale Ave. N.
Shoreline, WA 98133

17544 Midvale Ave. N. Shoreline, WA 98133-4921 GLP 18199-1 12Biv-131 SHOREC

Telephone: (425) 453-9292 Toll-Free: (800) 453-4408

Fax: (425) 455-9740

AGNW@AppraisalGroupNW.com Federal ID No. 91-1704802

Description	ProductId	Price per Unit	Quantity	Total
Shoreline School District 412, Vacant parcel of 4.79	APPRRW			\$ 0.01

acres, located at 2210 NE 150th St., Shoreline 98133

Parcel number: 162604 9098

Subtotal: \$0.01 THANK YOU. HOW DID WE DO? Please write comments on back. \$ 0.01 Balance: Remittance Copy (Please copy or cut.) Please return a copy or stub with your payment. Terms: 1.5% per month interest on unpaid balance. Please print name: Visa or \$0.01 Address: GLP 2006 06 30 Mastercard Exp. Date: ____/__ Card No.: ___ SHOREC C-3087 Signature: 64

Attachment B



RECEIVED

NOV 2 1 2006

City Manager's Office

Hund delivered 8:50 a.M

Board of Directors

Deborah Ehrlichman Mike Jacobs Jim Leigh Dan Mann David Wilson

Sue Walker Superintendent Secretary to the Board

November 21, 2006

Mr. Bob Olander, City Manager City of Shoreline 17544 Midvale Ave. N. Shoreline, WA 98133

Dear Mr. Olander:

The Shoreline School Board passed a resolution on November 20, 2006 to approve and authorize the sale of the South Woods property, Lot #2, to the City of Shoreline. The district has accepted your signed offer dated November 1, 2006 and has included a signed original of that purchase agreement with this letter.

Sincerely,

Sue Walker Superintendent

cc: Members, Shoreline School Board Jim McNeill, Foster Pepper

PURCHASE AGREEMENT SOUTH WOODS LOT 2 SHORELINE, WASHINGTON

THIS PURCHASE AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BETWEEN THE CITY OF SHORELINE ("BUYER") AND SHORELINE SCHOOL DISTRICT NO. 412.

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I. PROPERTY

Subject to the terms and conditions set forth herein, Seller agrees to sell and Buyer agrees to purchase Lot 2 of Shoreline short Plat No. SHSP 2006-03, located in the City of Shoreline, King County, Washington, consisting of approximately 4.79 acres in size.

ARTICLE II. PURCHASE PRICE

- 2.1 <u>Purchase Price</u>. The purchase price for the Property (the "Purchase Price") shall be Two Million Seven Hundred Thirty Thousand Dollars (\$2,730,000), subject to adjustments, if any, as provided for under this Agreement. The Purchase Price shall be paid by Buyer in immediately available funds on the Closing Date (as defined below).
- 2.2 Escrow Holder. Fidelity National Title Insurance Company, ("Escrow Holder" in its capacity as escrow holder and "Title Company" in its capacity as title insurer) has been designated as Escrow Holder hereunder by mutual agreement of Seller and Buyer. Upon execution of this Agreement by the last of Seller and Buyer (such date herein referred to as the "Date of this Agreement"), Escrow Holder shall open a closing escrow for the benefit of Buyer and Seller in accordance with the terms of this Agreement.
- 2.3 Earnest Money. Not later than two (2) days following the Date of this Agreement, Buyer shall deposit with Escrow Holder the sum of Twenty Thousand Dollars (\$20,000) in the form of a promissory note payable upon the satisfaction of Buyer's due diligence contingency under Article IV. Such amount, together with interest earned thereon, is referred to herein collectively, as the "Earnest Money". Upon closing of this transaction, the Earnest Money shall be credited against the Purchase Price. In the event this transaction fails to close as a result of Seller's default, the failure of any condition precedent to Buyer's obligations set forth in Article V, the Earnest Money shall be returned to Buyer. In the event this transaction fails to close as a result of Buyer's default or any reason other than the failure of any of Seller's contingencies under Article V, or the failure of any condition precedent to Buyer's obligations set forth in Article VI, Escrow Holder shall deliver the Earnest Money to Seller and retention of the Earnest Money by Seller shall be Seller's sole and exclusive remedy. Escrow Holder shall deposit the Earnest Money in an interest bearing account at a financial institution approved by Buyer and Seller.

ARTICLE III. TITLE

3.1 Review of Title. Within five (5) days after the Date of this Agreement, Seller shall provide Buyer with a preliminary commitment for title insurance for the Property issued by the Title Company, together with complete and legible copies of all exceptions and encumbrances noted thereon (the "Preliminary Commitment"). Buyer shall have fifteen (15) days after the Date of this Agreement to advise Seller in writing of any encumbrances, restrictions, easements or other matters in the Preliminary Commitment (collectively "Exceptions") to which Buyer objects. All Exceptions to which Buyer does not object in writing within the 15-day period shall be deemed accepted by Buyer.

If Buyer objects to any Exceptions within the 15-day period, Seller shall advise Buyer in writing within ten (10) days after receipt of Buyer's written objections: (a) which Exceptions Seller will remove at Closing, (b) which Exceptions the Title Company has agreed to insure over in the title policy to be issued at Closing (together with the proposed form of endorsement), and (c) which Exceptions will not be removed or insured over by Seller. If Seller does not respond to Buyer's objections within such ten (10) day period, Seller shall be deemed to have responded that it will not remove or insure over any Exceptions objected to by Buyer.

Within five (5) days after receipt of Seller's response to Buyer's written objections, or if Seller does not respond then within five (5) days after expiration of the time period for Seller's response, if Seller has not agreed to remove or cause Title Company to insure over all Exceptions to which Buyer objects, Buyer shall notify Seller in writing of Buyer's election either to waive its objections to the Exceptions Seller will not remove or insure over, in which event such Exceptions shall be deemed accepted by Buyer, or terminate this Agreement. If Buyer does not notify Seller of its election within such five (5) day period, Buyer shall be deemed to have waived its objections.

The term "Permitted Exceptions" as used hereafter means: (a) the Exceptions accepted or deemed accepted by Buyer as provided above; and (b) local, state and federal laws, ordinances and governmental regulations.

- 3.2 <u>Title Insurance</u>. Subject to Buyer fulfilling its obligations hereunder, and if requested by Buyer in writing, Seller shall cause Title Company to make available to Buyer at Closing a Standard Coverage Owner's Policy of title insurance or, if Buyer so requests in writing, an Extended Coverage Owner's Policy of title insurance, issued by Title Company in the amount of the Purchase Price, dated the date of Closing, insuring Buyer's title to the Property subject to no exceptions other than the standard printed exceptions and the Permitted Exceptions (the "Title Policy"). The Title Policy may contain such endorsements as Buyer may specify and which Title Company is willing to issue. Buyer shall pay all costs associated with the Title Policy and the cost of any survey required for extended coverage.
- 3.3 <u>Conveyance of Property</u>. At Closing Seller shall convey to Buyer fee simple title to the Property by execution and delivery of a statutory warranty deed (the "Deed").

ARTICLE IV. <u>INSPECTION OF DOCUMENTS AND</u> EVALUATION OF THE PROPERTY

4.1 <u>Buyer's Due Diligence.</u> Buyer shall have 60 days following receipt of the title report ("Due Diligence Expiration Date") to inspect the Property and obtain any necessary

authorization to complete its purchase of the Property (the period of time expiring on the Due Diligence Expiration Date, the "Due Diligence Period"). During the Due Diligence Period, Buyer at its sole expense may inspect the physical condition of the Property and conduct any environmental or other inspections as it deems appropriate; provided, however, Buyer shall have the right to enter upon and inspect the Property only in accordance with the following terms and conditions:

- (a) This Agreement has not been terminated;
- (b) Any entry upon the Property shall be only for the purpose of inspections, studies and surveys upon prior written notice to Seller.
- (c) No invasive drilling or testing shall be conducted without Seller's prior written and specific approval; and
- (d) Buyer shall indemnify, defend and hold Seller harmless from any and all damages, claims, liens, causes of action, or obligations by persons or entities which arise out of or are in any way related to Buyer's activities on the Property prior to Closing, including without limitation Seller's costs, expenses and attorney's fees. Notwithstanding anything to the contrary contained in this Agreement, this indemnity shall survive the termination, expiration and consummation of this Agreement.
- If Buyer is dissatisfied in its sole discretion with the results of its inspection of the Property, Buyer may terminate this Agreement by delivering written notice of such termination to Seller at any time prior to the Due Diligence Expiration Date. Upon such termination, any materials provided to Buyer by Seller relating to the Property shall be promptly returned to Seller without retention of any copies or abstracts thereof, the Earnest Money shall be immediately returned to Buyer, the parties shall have no further obligations hereunder other than those obligations which expressly survive by their terms, and Buyer shall deliver to Seller a copy of all reports and studies prepared by third parties in connection with its due diligence activities. If Buyer fails to timely deliver notice of termination, Buyer shall be deemed to be satisfied with the results of its inspection of the Property.
- 4.2 If Buyer is satisfied in its sole discretion with the results of its inspection of the Property, Buyer shall deliver to Seller at any time prior to the Due Diligence Expiration Date notice of its approval of the Property, together with payment of the Earnest Money Promissory Note.

ARTICLE V. CONDITIONS PRECEDENT TO CLOSING

Buyer's obligations under this Agreement are expressly conditioned on, and subject to satisfaction of, the following conditions precedent:

- 5.1 <u>Removal of Contingencies</u>. The satisfaction or waiver of all express contingencies set forth in this Agreement to Buyer's obligation to purchase the Property, including ratification of this Agreement by the Shoreline City Council.
- 5.2 <u>Performance by Seller</u>. Seller shall have performed all material obligations required by this Agreement to be performed by it.

5.3 <u>Title Policy</u>. Title Company shall be ready, willing and able to issue the Title Policy provided Buyer has fulfilled its obligations with respect thereto.

The conditions set forth in Sections 5.1 through 5.3 above are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied as of the Closing Date, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase of the Property or, in the alternative, to terminate this Agreement, whereupon the Earnest Money and Option Premium shall be returned to Buyer and the parties shall have no further obligations hereunder other than those obligations which survive the termination of this Agreement by their express terms.

ARTICLE VI. PENDING CLOSING

At all times prior to Closing or the sooner termination of this Agreement, Seller agrees not to enter into any contracts or agreements to sell or otherwise transfer the Property except for backup offers which are subordinate to this Agreement so long as it remains in effect.

ARTICLE VII. CLOSING AND ESCROW

- 7.1 <u>Closing</u>. The Closing hereunder (the "Closing" or the "Closing Date") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of the Escrow Holder on or before the date that is thirty (30) days after Buyer's delivery of notice that its contingencies are satisfied pursuant to Article IV above.
- 7.2 <u>Delivery by Seller</u>. On or prior to the Closing Date, Seller shall deposit with Escrow Holder, the following:
 - (a) The duly executed and acknowledged Deed ready for recordation on the Closing Date together with a duly executed real estate excise tax affidavit; and
 - (b) A duly executed counterpart of the real estate excise tax affidavit.
- 7.3 <u>Delivery by Buyer</u>. On or prior to the Closing Date Buyer shall deposit with Escrow Holder the following:
 - (a) The Purchase Price less deposited Earnest Money and other adjustments;
 - (b) A duly executed counterpart of the real estate excise tax affidavit.
- 7.4 <u>Title Policy</u>; <u>Other Instruments</u>. Title Company shall issue the Title Policy if requested by Buyer at Closing or as soon thereafter as practicable. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder, Title Company or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with the terms hereof.

- 7.5 <u>Prorations</u>. All revenues and all expenses of the Property shall be prorated as of 12:01 a.m. on the Closing Date.
- 7.6 <u>Closing Costs and Expenses</u>. Buyer and Seller shall each pay their own attorneys fees and expenses to perform their obligations hereunder in addition to the following:

(a) Seller shall pay:

- i) All real estate excise taxes, and other transfer taxes applicable to the transfer of the Property, if any;
- ii) One-half (1/2) of the fees for the Escrow Holder; and
- iii) One-half (1/2) of the recording costs for the Deed and Covenant.

(b) Buyer shall pay:

- All costs and expenses of Buyer's consultants and investigations during the Due Diligence Period;
- All costs in connection with the Title Policy;
- iii) One-half (1/2) of the fees for the Escrow Holder; and
- iv) One-half (1/2) of the recording costs for the Deed and Covenant.
- 7.7 Closing Statements. The prorations shall be made on the basis of a written closing statement submitted by Escrow Holder to Buyer and Seller prior to the Closing Date and approved by Buyer and Seller, which approval shall not unreasonably be withheld, conditioned or delayed. In the event any prorations or apportionments made hereunder shall prove to be incorrect for any reason, then either party shall be entitled to an adjustment to correct the same. Any item which cannot be prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and re-prorated between Buyer and Seller when the information is available. Notwithstanding the foregoing, any adjustments or re-prorations shall be made, if at all, within ninety (90) days after the Closing Date.

ARTICLE VIII. LOSS BY FIRE OR OTHER CASUALTY: CONDEMNATION

In the event that all or any material portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under the provisions of eminent domain law after the Date of this Agreement but prior to the Closing Date, Buyer may terminate this Agreement and the Earnest Money shall be returned to Buyer. If Buyer does not elect to terminate this Agreement, then Seller shall have no obligation to repair or replace any damage or destruction caused by the foregoing nor shall the Purchase Price be reduced, but the following shall apply at the Closing: (a) in the event of a casualty, Buyer shall receive an assignment of the proceeds of any casualty insurance otherwise payable to Seller; and (b) in the event of a taking,

Seller shall assign to Buyer its rights to any condemnation proceeds resulting from such taking and shall not make any settlements without Buyer's prior written approval.

ARTICLE IX. POSSESSION

Possession of the Property shall be delivered to Buyer on the Closing Date.

ARTICLE X. DEFAULT; REMEDIES

- 10.1 <u>Default by Buyer</u>. If Buyer fails, without legal excuse, to complete the purchase of the Property in accordance with the terms of this Agreement or otherwise defaults hereunder, Seller's sole and exclusive remedy shall be to retain the Earnest Money as liquidated damages. Buyer expressly agrees that the delivery to and the retention of the Earnest Money by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. The foregoing limitation on the liability of Buyer shall not be applicable with respect to Buyer's obligations to be performed or enforced after Closing.
- 10.2 <u>Default by Seller</u>. If Seller fails, without legal excuse, to complete the sale of the Property in accordance with the terms of this Agreement or otherwise defaults hereunder, Buyer may elect to pursue any one or more of the following remedies: (a) terminate this Agreement and receive a refund of the Earnest Money (b) sue for specific performance, but in no event shall Buyer be entitled to recovery of any consequential or punitive damages.
- 10.3 Attorneys' Fees. In the event either party brings an action or any other proceeding against the other party to enforce or interpret any of the terms, covenants or conditions hereof, the party substantially prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party in such amounts as shall be set by the court, at trial and on appeal.

ARTICLE XI. MISCELLANEOUS

- broker or finder has been involved in this transaction. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection with this Agreement, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify Seller against any and all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim. Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify Buyer against any and all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. Notwithstanding anything to the contrary herein, the provisions of this Section 11.1 shall survive the termination of this Agreement or the Closing.
- 11.2 <u>Notices</u>. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by a nationally recognized overnight delivery service, (iii) electronically transmitted with confirmation sent by another

method specified in this Section 11.1 or (iv) mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Buyer at:

City of Shoreline

17544 Midvale Avenue N. Shoreline, WA 98155

Attn: Ian R. Sievers, City Attorney Telephone No. (206) 546-5945

Fax No. (206) 546-2200

Seller at:

Shoreline School District

18560 1st Ave. NE Shoreline, WA 98155

Attn: Sue Walker, Superintendent

With a copy to:

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

- Agreement may be made except by written agreement. No failure by Seller or Buyer to insist upon the strict performance of any covenant, agreement, or condition of this Agreement or to exercise any right or remedy shall constitute a wavier of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller's or Buyer's permitted successors and assigns.
- 11.4 Survival. All provisions of this Agreement which involve obligations, duties or rights to be performed after the Closing Date or the recording of the Deed shall survive the Closing Date and/or the recording of the Deed only to the extent expressly provided herein.
- 11.5 <u>Captions</u>. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.
- 11.6 Merger of Prior Agreements; No Reliance. This Agreement and the exhibits hereto constitute the final and complete agreement between the parties with respect to the purchase and sale of the Property and supersede all prior and contemporaneous agreements, letters of intent and understandings between the parties hereto relating to the subject matter of this Agreement. There are no oral or other agreements, including but not limited to any representations or warranties, which modify or affect this Agreement. Seller shall not be bound by, nor liable for, any warranties, representations or statements of fact or opinion made by any other person, partnership, corporation or other entity, including, without limitation, the Title Company, any surveyor and any consultants. Buyer acknowledges to Seller that in entering into this Agreement, Buyer is not relying on any warranties made by Seller.

- 11.7 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 11.8 Governing Law; Time. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Washington. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Agreement.
- 11.9 Exhibits. All exhibits attached hereto or referenced herein are incorporated in this Agreement.
- 11.10 <u>Severability</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provisions had not been contained herein.
- 11.11 <u>Counterparts</u>. This Agreement and the documents to be delivered hereunder may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- 11.12 <u>Assignment</u>. Buyer's rights under this Agreement are not assignable without the prior written consent of Seller. No such assignment to which Seller may consent shall relieve Buyer of any obligation hereunder. Seller's rights under this Agreement are not assignable without the prior written consent of Buyer.
- 11.13 <u>Time for Acceptance</u>, Buyer's offer is made subject to acceptance of Seller on or before Twelve o'clock midnight thirty (30) days from the date executed by the Buyer.

BUYER:	
Dated: \\\\\\OG	CITY OF SHORELINE
	By: School School Robert Olander, City Manager

lan R. Sievers, City Attorney

	to carry out all the terms thereof on the part of the a true copy of this agreement signed by both parties.
SELLER:	SHORELINE SCHOOL DISTRICT No. 412
Dated: // /20/06	BY SUMME M. Waller
	Its: MPERINTENDENT

Council Meeting Date: December 11, 2006 Agenda Item: 7(f)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Rati

Ratification of Southwoods Purchase Agreement Between the City

of Shoreline and Shoreline Water District

DEPARTMENT:

City Manager's Office

PRESENTED BY:

Robert L. Olander, City Manager

PROBLEM/ISSUE STATEMENT:

Last spring the voters of Shoreline approved a bond issue to acquire park property and improve parks throughout the community. One element of that bond was to acquire the "Southwoods" properties owned by the Shoreline Water District and the Shoreline School District. Prior to the bond election the City purchased three acres from the School District at the discounted value of \$240,000 an acre from general capital funds. The School District's remaining portion is 4.79 acres, while the portion owned by the Water District is 7.794 acres. The City Council authorized the City Manager to negotiate purchase agreements with both entities. We anticipate that the Water District will accept the City's offer of \$4,160,000 on December 5 and if they do so staff is requesting Council ratification of the purchase.

FINANCIAL IMPACT:

The City's appraisal valued the property at \$130,000 per developable single family lot (32 lots) (Attachment A). The following is a review and estimate of the major property acquisitions in this area:

Expenditures

Water District Purchase Agreement	\$ 4,160,000
School District Purchase Agreement	2,730,000
Seattle Public Utilities Estimate	3,530,000

TOTAL \$10,420,000

Revenues

Southwoods Bond	\$ 6,000,000
Hamlin/Seattle Public Utilities Bond	3,300,000
Conservation Futures/Hamlin-Seattle Public Utilities Grant	650,000
Conservation Futures/Southwoods Grant	387,612
TOTAL	\$10.337.612

Additional Required

\$82,388

As part of the bond sale process UBS (low bidder) bid with a "premium" of \$123,000. Most jurisdictions apply any bid premium to the bond projects which is what we recommend. This premium will cover the additional \$82,388 required for these land purchases.

RECOMMENDATION

It is recommended that the City Council ratify the attached agreement authorizing the purchase of Southwoods Lots 3 and 4 from the Shoreline School District.

Approved By:

City Manager City Attorney ___

Attachment A – Appraisal Report and Purchase Agreement

Attachment B - Bond Project List

ATTACHMENT A



SHORELINE CITY COUNCIL

Robert L. Ransom Mayor

Maggie Fimia Deputy Mayor

Rich Gustafson

Ron Hansen

Keith McGlashan

Cindy Ryu

Janet Way

October 23, 2006

Stuart Turner, District Manager Shoreline Water District 1519 NE 177th Street Shoreline, WA 98155

RE: Sale of South Woods Property

Dear Mr. Furner:

Sout le Water Dist af

2 copies of purchase

I am pleased to forward a purchase agreement for the South Woods property for consideration by the Shoreline Water District. The offer is \$4,160,000 or \$533,744 per acre. I have also enclosed a copy of our appraisal verifying that this is a fair market representation of the property value. As you know, this is higher than the amount we had previously estimated and included in the bond. The City had hoped that the District would take into consideration the value to the community and District of leaving this property as open space for environmental and water quality purposes and be able to sell it at the \$500,000 per acre amount. However, since the District is unable to accept this approach, we are providing a full and fair market offer for the property. The accompanying MAI appraisal is well documented and should provide a sufficient foundation upon which the District can make a timely decision. On behalf of the City of Shoreline I respectfully request that the District accept this offer as presented. This will allow us to move forward expeditiously in implementing a crucial component of the voter approved bond issue.

Sincerely,

Robert L. Olander City Manager

Cc:

Mayor and Council Ian Sievers, City Attorney Debbie Tarry, Finance Director City of Shoreline Leadership Team

Attachment

PURCHASE AGREEMENT SOUTH WOODS LOTS 3 AND 4 SHORELINE. WASHINGTON

THIS PURCHASE AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BETWEEN THE CITY OF SHORELINE ("BUYER") AND SHORELINE WATER DISTRICT ("SELLER").

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows.

ARTICLE I. PROPERTY

Subject to the terms and conditions set forth herein, Seller agrees to sell and Buyer agrees to purchase Lots 3 and 4 of Shoreline short Plat No. SHSP 2006-03, located in the City of Shoreline, King County, Washington, consisting of approximately 7.794 acres in size.

ARTICLE II. PURCHASE PRICE

- 2.1 <u>Purchase Price</u>. The purchase price for the Property (the "Purchase Price") shall be Four Million One Hundred Sixty Thousand Dollars (\$4,160,000), subject to adjustments, if any, as provided for under this Agreement. The Purchase Price shall be paid by Buyer in immediately available funds on the Closing Date (as defined below).
- 2.2 Escrow Holder. Fidelity National Title Insurance Company, ("Escrow Holder" in its capacity as escrow holder and "Title Company" in its capacity as title insurer) has been designated as Escrow Holder hereunder by mutual agreement of Seller and Buyer. Upon execution of this Agreement by the last of Seller and Buyer (such date herein referred to as the "Date of this Agreement"), Escrow Holder shall open a closing escrow for the benefit of Buyer and Seller in accordance with the terms of this Agreement.
- 2.3 Earnest Money. Not later than two (2) days following the Date of this Agreement, Buyer shall deposit with Escrow Holder the sum of Twenty Thousand Dollars (\$20,000) in the form of a promissory note payable upon the satisfaction of Buyer's due diligence contingency under Article IV. Such amount, together with interest earned thereon, is referred to herein collectively, as the "Earnest Money". Upon closing of this transaction, the Earnest Money shall be credited against the Purchase Price. In the event this transaction fails to close as a result of Seller's default, the failure of any condition precedent to Buyer's obligations set forth in Article V, the Earnest Money shall be returned to Buyer. In the event this transaction fails to close as a result of Buyer's default or any reason other than the failure of any of Seller's contingencies under Article V, or the failure of any condition precedent to Buyer's obligations set forth in Article VI, Escrow Holder shall deliver the Earnest Money to Seller and retention of the Earnest Money by Seller shall be Seller's sole and exclusive remedy. Escrow Holder shall deposit the Earnest Money in an interest bearing account at a financial institution approved by Buyer and Seller.

ARTICLE III. TITLE

3.1 Review of Title. Within five (5) days after the Date of this Agreement, Seller shall provide Buyer with a preliminary commitment for title insurance for the Property issued by the Title Company, together with complete and legible copies of all exceptions and encumbrances noted thereon (the "Preliminary Commitment"). Buyer shall have fifteen (15) days after the Date of this Agreement to advise Seller in writing of any encumbrances, restrictions, easements or other matters in the Preliminary Commitment (collectively "Exceptions") to which Buyer objects. All Exceptions to which Buyer does not object in writing within the 15-day period shall be deemed accepted by Buyer.

If Buyer objects to any Exceptions within the 15-day period, Seller shall advise Buyer in writing within ten (10) days after receipt of Buyer's written objections: (a) which Exceptions Seller will remove at Closing, (b) which Exceptions the Title Company has agreed to insure over in the title policy to be issued at Closing (together with the proposed form of endorsement), and (c) which Exceptions will not be removed or insured over by Seller. If Seller does not respond to Buyer's objections within such ten (10) day period, Seller shall be deemed to have responded that it will not remove or insure over any Exceptions objected to by Buyer.

Within five (5) days after receipt of Seller's response to Buyer's written objections, or if Seller does not respond then within five (5) days after expiration of the time period for Seller's response, if Seller has not agreed to remove or cause Title Company to insure over all Exceptions to which Buyer objects, Buyer shall notify Seller in writing of Buyer's election either to waive its objections to the Exceptions Seller will not remove or insure over, in which event such Exceptions shall be deemed accepted by Buyer, or terminate this Agreement. If Buyer does not notify Seller of its election within such five (5) day period, Buyer shall be deemed to have waived its objections.

The term "Permitted Exceptions" as used hereafter means: (a) the Exceptions accepted or deemed accepted by Buyer as provided above; and (b) local, state and federal laws, ordinances and governmental regulations.

- 3.2 <u>Title Insurance</u>. Subject to Buyer fulfilling its obligations hereunder, and if requested by Buyer in writing, Seller shall cause Title Company to make available to Buyer at Closing a Standard Coverage Owner's Policy of title insurance or, if Buyer so requests in writing, an Extended Coverage Owner's Policy of title insurance, issued by Title Company in the amount of the Purchase Price, dated the date of Closing, insuring Buyer's title to the Property subject to no exceptions other than the standard printed exceptions and the Permitted Exceptions (the "Title Policy"). The Title Policy may contain such endorsements as Buyer may specify and which Title Company is willing to issue. Buyer shall pay all costs associated with the Title Policy and the cost of any survey required for extended coverage.
- 3.3 <u>Conveyance of Property</u>. At Closing Seller shall convey to Buyer fee simple title to the Property by execution and delivery of a statutory warranty deed (the "Deed").

ARTICLE IV. INSPECTION OF DOCUMENTS AND EVALUATION OF THE PROPERTY

4.1 <u>Buyer's Due Diligence.</u> Buyer shall have 60 days following receipt of the title report ("Due Diligence Expiration Date") to inspect the Property and obtain any necessary

authorization to complete its purchase of the Property (the period of time expiring on the Due Diligence Expiration Date, the "Due Diligence Period"). During the Due Diligence Period, Buyer at its sole expense may inspect the physical condition of the Property and conduct any environmental or other inspections as it deems appropriate; provided, however, Buyer shall have the right to enter upon and inspect the Property only in accordance with the following terms and conditions:

- (a) This Agreement has not been terminated;
- (b) Any entry upon the Property shall be only for the purpose of inspections, studies and surveys upon prior written notice to Seller.
- (c) No invasive drilling or testing shall be conducted without Seller's prior written and specific approval; and
- (d) Buyer shall indemnify, defend and hold Seller harmless from any and all damages, claims, liens, causes of action, or obligations by persons or entities which arise out of or are in any way related to Buyer's activities on the Property prior to Closing, including without limitation Seller's costs, expenses and attorney's fees. Notwithstanding anything to the contrary contained in this Agreement, this indemnity shall survive the termination, expiration and consummation of this Agreement.

If Buyer is dissatisfied in its sole discretion with the results of its inspection of the Property, Buyer may terminate this Agreement by delivering written notice of such termination to Seller at any time prior to the Due Diligence Expiration Date. Upon such termination, any materials provided to Buyer by Seller relating to the Property shall be promptly returned to Seller without retention of any copies or abstracts thereof, the Earnest Money shall be immediately returned to Buyer, the parties shall have no further obligations hereunder other than those obligations which expressly survive by their terms, and Buyer shall deliver to Seller a copy of all reports and studies prepared by third parties in connection with its due diligence activities. If Buyer fails to timely deliver notice of termination, Buyer shall be deemed to be satisfied with the results of its inspection of the Property.

4.2 If Buyer is satisfied in its sole discretion with the results of its inspection of the Property, Buyer shall deliver to Seller at any time prior to the Due Diligence Expiration Date notice of its approval of the Property, together with payment of the Earnest Money Promissory Note.

ARTICLE V. CONDITIONS PRECEDENT TO CLOSING

Buyer's obligations under this Agreement are expressly conditioned on, and subject to satisfaction of, the following conditions precedent:

- 5.1 <u>Removal of Contingencies</u>. The satisfaction or waiver of all express contingencies set forth in this Agreement to Buyer's obligation to purchase the Property, including ratification of this Agreement by the Shoreline City Council.
- 5.2 <u>Performance by Seller</u>. Seller shall have performed all material obligations required by this Agreement to be performed by it.

5.3 <u>Title Policy</u>. Title Company shall be ready, willing and able to issue the Title Policy provided Buyer has fulfilled its obligations with respect thereto.

The conditions set forth in Sections 5.1 through 5.3 above are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied as of the Closing Date, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase of the Property or, in the alternative, to terminate this Agreement, whereupon the Earnest Money and Option Premium shall be returned to Buyer and the parties shall have no further obligations hereunder other than those obligations which survive the termination of this Agreement by their express terms.

ARTICLE VI. PENDING CLOSING

At all times prior to Closing or the sooner termination of this Agreement, Seller agrees not to enter into any contracts or agreements to sell or otherwise transfer the Property except for backup offers which are subordinate to this Agreement so long as it remains in effect.

ARTICLE VII. CLOSING AND ESCROW

- 7.1 <u>Closing</u>. The Closing hereunder (the "Closing" or the "Closing Date") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of the Escrow Holder on or before the date that is thirty (30) days after Buyer's delivery of notice that its contingencies are satisfied pursuant to Article IV above.
- 7.2 <u>Delivery by Seller</u>. On or prior to the Closing Date, Seller shall deposit with Escrow Holder, the following:
 - (a) The duly executed and acknowledged Deed ready for recordation on the Closing Date together with a duly executed real estate excise tax affidavit; and
 - (b) A duly executed counterpart of the real estate excise tax affidavit.
- 7.3 <u>Delivery by Buyer</u>. On or prior to the Closing Date Buyer shall deposit with Escrow Holder the following:
 - (a) The Purchase Price less deposited Earnest Money and other adjustments;
 - (b) A duly executed counterpart of the real estate excise tax affidavit.
- 7.4 <u>Title Policy</u>; Other Instruments. Title Company shall issue the Title Policy if requested by Buyer at Closing or as soon thereafter as practicable. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder, Title Company or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with the terms hereof.

- 7.5 <u>Prorations</u>. All revenues and all expenses of the Property shall be prorated as of 12:01 a.m. on the Closing Date.
- 7.6 <u>Closing Costs and Expenses</u>. Buyer and Seller shall each pay their own attorneys fees and expenses to perform their obligations hereunder in addition to the following:

(a) Seller shall pay:

- i) All real estate excise taxes, and other transfer taxes applicable to the transfer of the Property, if any;
- ii) One-half (1/2) of the fees for the Escrow Holder; and
- iii) One-half (1/2) of the recording costs for the Deed and Covenant.

(b) Buyer shall pay:

- All costs and expenses of Buyer's consultants and investigations during the Due Diligence Period;
- ii) All costs in connection with the Title Policy;
- iii) One-half (1/2) of the fees for the Escrow Holder; and
- iv) One-half (1/2) of the recording costs for the Deed and Covenant.
- 7.7 Closing Statements. The prorations shall be made on the basis of a written closing statement submitted by Escrow Holder to Buyer and Seller prior to the Closing Date and approved by Buyer and Seller, which approval shall not unreasonably be withheld, conditioned or delayed. In the event any prorations or apportionments made hereunder shall prove to be incorrect for any reason, then either party shall be entitled to an adjustment to correct the same. Any item which cannot be prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and re-prorated between Buyer and Seller when the information is available. Notwithstanding the foregoing, any adjustments or re-prorations shall be made, if at all, within ninety (90) days after the Closing Date.

ARTICLE VIII. LOSS BY FIRE OR OTHER CASUALTY: CONDEMNATION

In the event that all or any material portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under the provisions of eminent domain law after the Date of this Agreement but prior to the Closing Date, Buyer may terminate this Agreement and the Earnest Money shall be returned to Buyer. If Buyer does not elect to terminate this Agreement, then Seller shall have no obligation to repair or replace any damage or destruction caused by the foregoing nor shall the Purchase Price be reduced, but the following shall apply at the Closing: (a) in the event of a casualty, Buyer shall receive an assignment of the proceeds of any casualty insurance otherwise payable to Seller; and (b) in the event of a taking,

Seller shall assign to Buyer its rights to any condemnation proceeds resulting from such taking and shall not make any settlements without Buyer's prior written approval.

ARTICLE IX. POSSESSION

Possession of the Property shall be delivered to Buyer on the Closing Date.

ARTICLE X. DEFAULT; REMEDIES

- 10.1 <u>Default by Buyer.</u> If Buyer fails, without legal excuse, to complete the purchase of the Property in accordance with the terms of this Agreement or otherwise defaults hereunder, Seller's sole and exclusive remedy shall be to retain the Earnest Money as liquidated damages. Buyer expressly agrees that the delivery to and the retention of the Earnest Money by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. The foregoing limitation on the liability of Buyer shall not be applicable with respect to Buyer's obligations to be performed or enforced after Closing.
- 10.2 <u>Default by Seller</u>. If Seller fails, without legal excuse, to complete the sale of the Property in accordance with the terms of this Agreement or otherwise defaults hereunder, Buyer may elect to pursue any one or more of the following remedies: (a) terminate this Agreement and receive a refund of the Earnest Money (b) sue for specific performance, but in no event shall Buyer be entitled to recovery of any consequential or punitive damages.
- 10.3 <u>Attorneys' Fees</u>. In the event either party brings an action or any other proceeding against the other party to enforce or interpret any of the terms, covenants or conditions hereof, the party substantially prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party in such amounts as shall be set by the court, at trial and on appeal.

ARTICLE XI. MISCELLANEOUS

- 11.1 <u>Brokers and Finders</u>. Each party represents and warrants to the other that no broker or finder has been involved in this transaction. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection with this Agreement, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify Seller against any and all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim. Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify Buyer against any and all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. Notwithstanding anything to the contrary herein, the provisions of this Section 15.1 shall survive the termination of this Agreement or the Closing.
- 11.2 <u>Notices</u>. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by a nationally recognized overnight delivery service, (iii) electronically transmitted with confirmation sent by another

method specified in this Section 15.2 or (iv) mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Buyer at:

City of Shoreline

17544 Midvale Avenue N. Shoreline, WA 98155

Attn: Ian R. Sievers, City Attorney Telephone No. (206) 546-5945

Fax No. (206) 546-2200

Seller at:

Shoreline Water District 1519 N.E. 177th St.

Shoreline, WA 98155

Attn: Stuart Turner, District Manager

With a copy to:

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

- Agreement may be made except by written agreement. No failure by Seller or Buyer to insist upon the strict performance of any covenant, agreement, or condition of this Agreement or to exercise any right or remedy shall constitute a wavier of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller's or Buyer's permitted successors and assigns.
- 11.4 Survival. All provisions of this Agreement which involve obligations, duties or rights to be performed after the Closing Date or the recording of the Deed shall survive the Closing Date and/or the recording of the Deed only to the extent expressly provided herein.
- 11.5 <u>Captions</u>. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.
- 11.6 Merger of Prior Agreements; No Reliance. This Agreement and the exhibits hereto constitute the final and complete agreement between the parties with respect to the purchase and sale of the Property and supersede all prior and contemporaneous agreements, letters of intent and understandings between the parties hereto relating to the subject matter of this Agreement. There are no oral or other agreements, including but not limited to any representations or warranties, which modify or affect this Agreement. Seller shall not be bound by, nor liable for, any warranties, representations or statements of fact or opinion made by any other person, partnership, corporation or other entity, including, without limitation, the Title Company, any surveyor and any consultants. Buyer acknowledges to Seller that in entering into this Agreement, Buyer is not relying on any warranties made by Seller.

- 11.7 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 11.8 Governing Law; Time. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Washington. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Agreement.
- 11.9 Exhibits. All exhibits attached hereto or referenced herein are incorporated in this Agreement.
- 11.10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provisions had not been contained herein.
- 11.11 Counterparts. This Agreement and the documents to be delivered hereunder may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- 11.12 Assignment. Buyer's rights under this Agreement are not assignable without the prior written consent of Seller. No such assignment to which Seller may consent shall relieve Buyer of any obligation hereunder. Seller's rights under this Agreement are not assignable without the prior written consent of Buyer.
- Time for Acceptance. Buyer's offer is made subject to acceptance of Seller on or before Twelve o'clock midnight thirty (30) days from the date executed by the Buyer.

BUYER:

10 24 06 CITY OF SHORELINE

Ian R. Sievers, City Attorney

On this date	, I/we nereby approve and accept the sale
set forth in the above agreement and agree	to carry out all the terms thereof on the part of the
Seller. I/we further acknowledge receipt of	a true copy of this agreement signed by both parties.
SELLER:	SHORELINE WATER DISTRICT
Dated:	By
	Its:

APPRAISAL GROUP OF THE NORTHWEST LLP

Complete Summary Appraisal Report

of

2 Vacant Parcels of 7.794 Acres

located at

15031 25th Ave. NE

Shoreline, WA 98133

for

Ian Sievers
City Attorney
City of Shoreline
17544 Midvale Ave. S
Shoreline, WA 98133

by

James B. Price, MAI, SR/WA
Glenn L. Price, Appraiser
Appraisal Group of the Northwest LLP
1980 112th Avenue NE, Suite 270
Bellevue, WA 98004

C-3135



Appraisal Group of the Northwest LLP

Central Park Building 1980 112th Ave. N.E., Suite 270 Bellevue, WA 98004-2940 (425) 453-9292 (800) 453-4408 FAX: (425) 455-9740 AGNW@AppraisalGroupNW.com

June 30, 2006

Ian Sievers
City Attorney
City of Shoreline
17544 Midvale Ave. N
Shoreline, WA 98133

Re:

Complete Summary Appraisal Report of Lots 3 & 4, with 7.794 acres at 15031 24th Ave. NE in Shoreline, WA.

Dear Mr. Sievers:

In accordance with your request, we have prepared a complete summary appraisal report of the fee simple interest in the subject property referenced above. The most pertinent data gathered and the techniques of valuation are set forth in this report. This appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation.

The evidence best supports a just compensation for the fee simple interest for the subject property as of April 27, 2006, of:

FOUR MILLION ONE HUNDRED SIXTY THOUSAND DOLLARS \$4,160,000

Thank you for the opportunity to be of service. If you have any questions regarding this appraisal, please feel free to contact us.

Sincerely,

James B. Price, MAI, SR/WA

Certified General Real Estate Appraiser, WA

Certification No. 1100229

Glenn L. Price, Appraiser

Registered Real Estate Appraiser Trainee, WA

Certification No. 1000389

Glow L. Price

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- 4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics, the Standards of Professional Appraisal Practice of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice.
- 8. I, James B. Price, MAI, SR/WA, and I, Glenn L. Price, have made a personal inspection of the property that is the subject of this report.
- 9. No one has provided significant real property appraisal assistance to the persons signing this certification.
- 10. The use of this report is subject to the requirements of the Appraisal Institute regarding review by its duly authorized representatives.
- 11. As of the date of this report, James B. Price, MAI, SR/WA, has completed the requirements under the continuing education program of the Appraisal Institute.

Jame B. Pina	Slean L. Price
James B. Price, MAI, SR/WA	Glenn L. Price, Appraiser
June 30, 2006	June 30, 2006
Date	Date

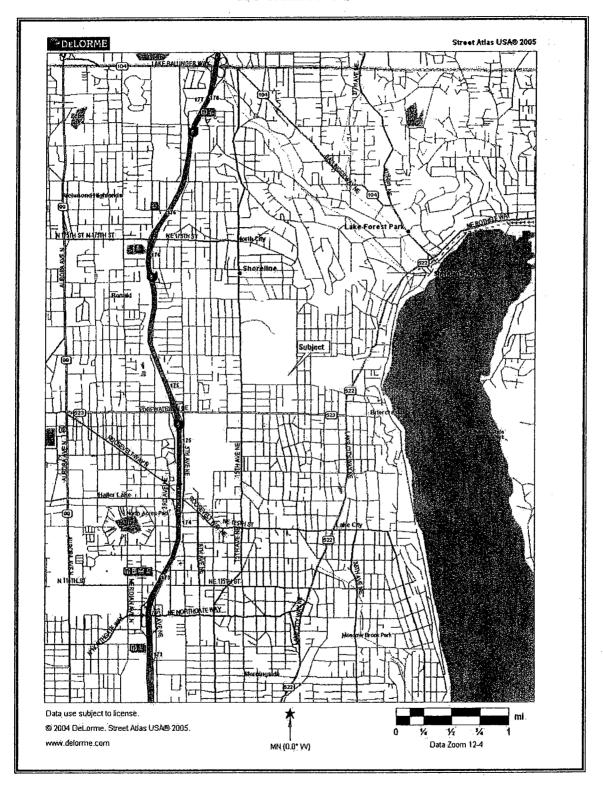
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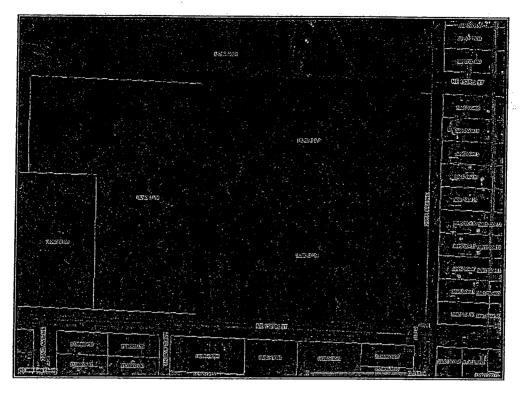
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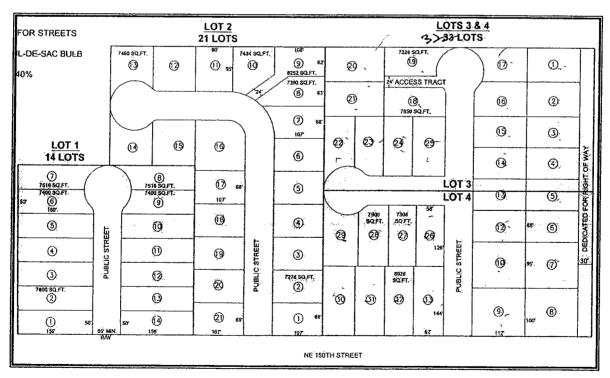
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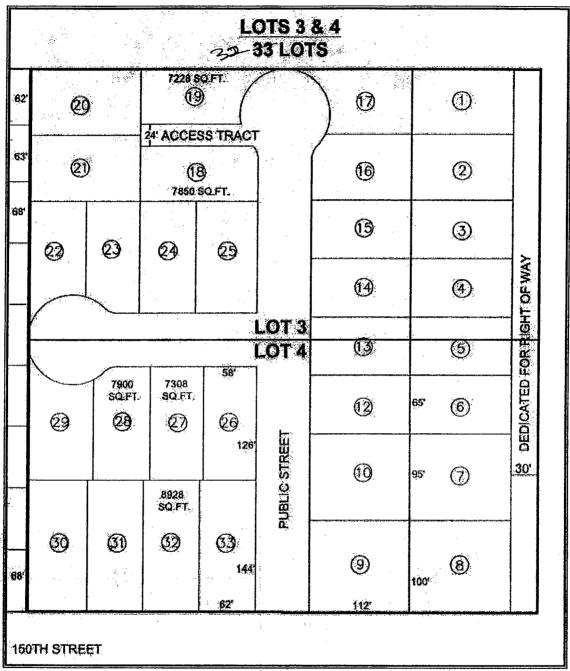


PLAT MAP



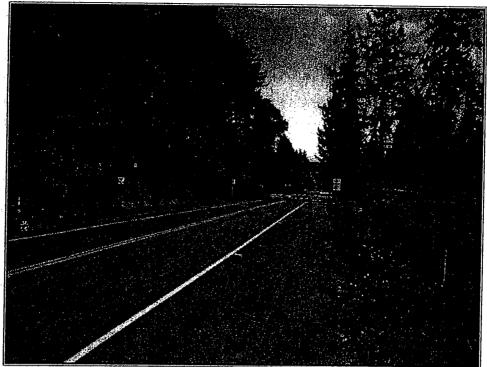


POTENTIAL SUBDIVISION PLAN



Note that there are actually 32 lots since there is no lot 11 present.

 $\{c\}$



Looking East at Southern Edge of Lot 4 across NE 150th St. (Subject to Left)



Looking North at Southeast Corner of Lot 4 along 25 Ave. NE Lot 3 is in the Distance



Looking East from Middle of Lot 4



Looking East from Middle of Lot 3

PROPERTY IDENTIFICATION - DESCRIPTIVE DATA

This is a complete summary appraisal report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of professional Appraisal Practice for a summary appraisal report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses may be retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

Property Identification

The subject of this appraisal consists of an acquisition of a parcel of land equaling 7.794 acres.

Ostensible Owner

Shoreline Water District

Legal Description

Lot 3, South Woods Short Plat; a portion of the North ½ of Southwest 1/3 defined as follows – beginning at southeast corner said subdivision thence northerly along east line said subdivision 629.34 feet then north 87-53-29 west 1053.31 feet then south 00-09-30 west 250.26 feet then south 88-03-56 west 192.49 feet then south 00-06-03 west to south line said subdivision then easterly along said line 1240.72 feet to point of beginning – less county road undivided 50% intersecting perpendicular record #20051205001171. Original parcel number prior to short plat was 162604 9098.

Date of Inspection

April 27, 2006

Date of Appraisal

April 27, 2006

Date of Appraisal Report

June 30, 2006

Subject Sales History

According to King County public records, the subject parcel has not been sold in the last 10 years. It has been quit-claimed from the Washington State Department of Natural Resources to the Shoreline Water District on 03/13/2000, and then Lot 2 was transferred to the Shoreline School District 412.

Function of the Appraisal Report

The function of the appraisal is to provide the client with an opinion of market value of fee simple interest in Lots 3 & 4.

Disclosure of Client and Intended User(s)

The term Client is defined in the *Uniform Standards of Professional Appraisal Practice*, 2005 edition as:

"The party or parties who engage an appraiser (by employment or contract) in a specific assignment."

The term Intended User(s) is defined in *Uniform Standards of Professional Appraisal Practice*, 2005 edition as:

"The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report, by the appraiser on the basis of communication with the client at the time of the assignment."

This report is intended for use only by the City of Shoreline. Use of this report by others, without permission by the client, is not intended by the appraisers.

Disclosure of Client's Intended Use

The term **Intended** Use is defined in *Uniform Standards of Professional Appraisal Practice*, 2005 edition as:

"The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraisers based on communication with the client at the time of the assignment."

The intended use of this appraisal is to assist City of Shoreline in establishing the market value of the subject real property.

Contact with Property Owner

Glenn Price spoke with Stuart Turner, a representative from the Shoreline Water District, on May 8, 2006 about the project. He was given information about general property values in the area, and about the history of the subject.

Property Rights Appraised

The subject property is valued on a fee simple interest basis.

Scope of the Appraisal

The scope of the appraisal assignment included the following tasks:

- An inspection of the subject property and comparable sales data considered;
- An analysis of the subject property's physical, locational, and investment characteristics;
- An investigation and evaluation of market characteristics and trends;
- The collection and analysis of pertinent data;
- The development of a conclusion as to the market value of the property through the application of all three approaches to value.

The value conclusions contained in this report are based upon review and analysis of market conditions affecting real property value, with primary consideration of physical and site characteristics influencing the subject property, with emphasis on recent sales and listings of generally similar property type and the attributes of competitive property. This information has been obtained from CoStar Comps, MetroScan, public records, real estate brokers, property managers, buyers and sellers, King County Assessor's records, the Appraisal Group of the Northwest market database, personal inspections, and interviews with various market participants. The subject and comparable property have been inspected and photographed.

This report is intended to comply with appraisal guidelines and reporting requirements set forth under Standard Rule 1 and Standard Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the subject real property.

Fee Simple Interest

Fee Simple Estate is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.¹

Disclosure of Competency

The appraisers' qualifications in the Addenda provide evidence that they are well-qualified for this assignment. They have completed appraisal assignments that involved valuing properties similar to the subject throughout the State of Washington.

¹ The Appraisal of Real Estate, 12th Ed. (Chicago: Appraisal Institute, 2001), P. 68.

Market Value

According to the Uniform Appraisal Standards for Federal Land Acquisitions, the definition for Market Value is as follows:

"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."

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ASSUMPTIONS

This appraisal is contingent upon the following assumptions:

- 1. The legal description is correct, and title to the property is good and marketable.
- 2. The title to the property is free and clear of liens or encumbrances.
- 3. The property has responsible owner(s) and competent property manager(s).
- 4. The information furnished by others is reliable, but no warranty is given for its accuracy.
- 5. All engineering is correct. (The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.)
- 6. There are no hidden, unapparent conditions of the property, subsoil, or structures that render it more or less valuable. This includes any toxic waste or asbestos insulation that may be present. We take no responsibility for such conditions or for arranging for engineering studies that may be required to discover them.
- 7. There is full compliance with all applicable federal, state, and local environmental regulations and laws.
- 8. The property conforms to all applicable zoning and use regulations and restrictions.
- 9. All required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value contained in this report is based.
- 10. The use of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass.
- 11. We did not observe any hazardous materials, which may or may not be present, on the property. We have no knowledge of the existence of such materials on or in the property, but we are not qualified to detect such substances. The presence of such substances as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The opinion of value is formulated under the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them.

LIMITING CONDITIONS

This appraisal report is subject to the following conditions:

- 1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless the proration or division of interests has been set forth in the report.
- 2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
- 3. No appraiser, by reason of this appraisal, is required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless prior arrangements have been made.
- 4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of any appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- 5. Appraisal Group of the Northwest and its associate appraisers and employees assume liability only to the client and only up to the amount of the fee actually received for this assignment.
- 6. Appraisal Group of the Northwest and its associate appraisers and employees are not responsible for any costs incurred to discover or correct any deficiency in the property. If a lawsuit is instigated by a lender, partner, part owner in any form of ownership, tenant, or any other party wherein this report is used in evidence; in the disposition of any and all awards, settlements, or cost, regardless of outcome, Appraisal Group of the Northwest and its associate appraisers and employees will be held completely harmless.
- 7. A survey plot plan was furnished of the area to be acquired, but not of the overall property, so a King County Plat Map was used to ascertain the physical dimensions and area of the property. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted.
- 8. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply-and-demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

9. This is a complete summary appraisal report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and to the intended function stated previously. The appraisers are not responsible for unauthorized use of this report.

SITE DESCRIPTION

Location and Access

Lots 3 and 4 are located at 15031 25th Ave. NE in Shoreline. Access is off 25th Ave. NE and NE 150th Street lighting is present on two-lane NE 150th St. while 24th Ave. NE has two lanes, curbs, gutters, and street lighting. The subject is located in a residential area of predominantly average-quality houses, just south of the Shorecrest High School and east of the Fircrest State Institute. The primary north/south arterial is the I-5 freeway roughly 1 mile to the west that provides access to Seattle to the south and Everett to the north.

Shape and Total Size

Lots 3 & 4 are rectangular and slope gently down to the east. They measure a combined total of 339,490 SF or 7.794 acres. The subject could be developed with 32 lots, according to the South Woods Short Plat Plan, displayed previously, provided by the City of Shoreline and prepared by Triad Associates. Based on this subject plat, the average potential lot size for the lots in the subdivision of Lots 3 and 4 is estimated to be 7,957 SF.

Environmental Concerns

No significant nuisances or hazards were noted at the time of inspection; however, we are not qualified environmental inspectors capable of making any determination of environmental contamination.

As noted in the Assumptions and Limiting Conditions, Appraisal Group of the Northwest is not qualified to detect hazardous material or toxic conditions, and this appraisal is based on the assumption that there is no hazardous material or toxic condition present adversely affecting the market value, utility, or marketability of the subject property. It is therefore assumed that the subject is nominally free of toxic materials and is appraised as such.

Identification of Possible Flood Hazard

The corresponding flood map number for the subjects is 53033C0331F on May 16, 1995. The subjects are located in Zone "X." This is an area determined to be outside the 100-year floodplain.

Easements and Restrictions

No title report was previously provided for review. For the purposes of this appraisal, the subject property is assumed to be free from any adverse easements, restrictions, or encroachments.

Topography and Forestation

The subject slopes gently to the east and is at street grade. The site is uncleared, and has a potential for profit by tree harvest. However, since the subject would be most likely utilized as a residential subdivision, many trees would remain, and removing trees would be offset by the extra cost of lot development. Therefore, the trees contribute only aesthetic value to the subject. Dirt paths criss-cross the subject between trees and bushes, and a sizable clearing is in the middle at a crossroads for many of those paths.

Soils and Drainage

From direct observation of the site, the subject parcel appears to be well-drained. No indications of toxic hazards were observed; however, detailed analysis of such potential is beyond the scope of this appraisal. We are assuming, for the purposes of this appraisal, that the subject soil conditions are supportive of the improvements, and that the site is adequately drained, as well as free of toxic materials.

Utilities

The subject property has public water, sewer, electric service and telephone service.

Assessment and Taxes - King County, Washington (Total Parcel)

《 	BOTTO TO THE PROPERTY OF THE P		
Erroreant of the Error	a improvements	Toa	Taxes (2006)
162604 9098 \$0	. \$0	\$0	\$12.94

The new parcel numbers are now 162604 9107 and 162604 9104.

Zoning

The subject property is zoned R6, Residential 6, by the City of Shoreline. This zoning permits 6 lots per acre.

HIGHEST AND BEST USE ANALYSIS

Highest and best use analysis is a method of inquiry in which the appraiser attempts to determine the optimum use of a property in light of market conditions. It is grounded on the assumption that the price a typical purchaser will pay for a property is based on his determination of the most profitable use of the site or improved property. This concept helps an appraiser to determine what improvements should be constructed on a site if it were vacant, and how the present improvements can best be utilized.

The highest and best use of a property is formally defined in The <u>Appraisal of Real Estate</u> (12th Edition; Chicago: Appraisal Institute, 2001; p. 305) as:

"The reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, and financially feasible and that results in the highest value."

Because the price that potential purchasers consider feasible to pay for a property tends to be based on the use they plan for it, the highest and best use of the property is a major factor affecting its market value. This use may be as if the property were vacant or as it is improved. To determine the highest and best use of the property, four significant factors were analyzed. These are the possible uses that are: (1) legally permitted, (2) physically possible, (3) economically feasible, and (4) maximally productive.

- 1. The subject property is zoned R6, which enables development of 6 lots per acre.
- 2. Judging by the improvements in area, the soil appears suitable for most types of development. The site is well located, with good access and exposure. Water, electricity, sewer and telephone service are all available to the site.
- 3. A realistic assessment of market demand for the proposed use of the property is important. For a site to be economically feasible for a given use, the proposed use must be compatible with the surrounding neighborhood and have sufficient demand. The subject property has all the attributes requisite to a residential development.
- 4. In light of the analysis above, it appears that the most profitable use of the subject sites, as though vacant, would be to develop a residential plat.

APPRAISAL TECHNIQUES

The traditional approaches to estimating the value of real estate are the cost, sales comparison and income approaches.

COST APPROACH

The cost approach is based on the principle that the value of a property is set by the cost of producing a substitute property of equal utility. Value is estimated as the cost of acquiring the vacant land plus the cost of reproducing or replacing the improvements, less accrued depreciation from all causes.

Implementation of the cost approach depends on the availability of: 1) comparable land sales, 2) data that allow accurate estimates of construction and development costs, and 3) data to support a reasonable estimate of accrued depreciation.

The cost approach is especially applicable to new construction where the improvements represent the highest and best use of the land and depreciation is of little consequence, or to special purpose properties and where there are no comparable data from which to develop either the sales comparison approach or the income approach.

SALES COMPARISON APPROACH

The sales comparison approach is based on the principle that the value of a property tends to be set by the price that would have to be paid to acquire an equally desirable substitute property in the open market. The value estimate is based on prices paid for similar properties in arm's-length market transactions over a time period that reasonably reflects market conditions.

Therefore, the validity of the sales comparison approach depends on the existence of recent sales of properties, which are comparable in location, size, date of sale, utilities, topography, zoning, and overall market appeal. This approach is useful for valuing developed general-purpose properties or vacant land.

INCOME APPROACH

The income approach is based on the principle that the value of a property is dependent on the magnitude of the income stream it is expected to produce. The value of a property is estimated by capitalizing or discounting its expected cash flow, employing market derived investment return rates. In addition to return rates, every element of the expected cash flow is market-derived or supported, including rents, expenses, and vacancy rates. Therefore, as with the other approaches to value, the validity of the income approach depends on good market data.

RECONCILIATION

The appraisal process is concluded by a review and re-examination of each of the approaches to value that has been employed. The appraiser considered each approach with respect to its appropriateness, accuracy and the quantity of data available for its implementation. The appraiser also examined the differences in the value indications yielded by the approaches used, and attempted to resolve any inconsistencies. Based on this analysis, and giving the appropriate weight to each approach used, a final value estimate is concluded.

CASH EQUIVALENCY

Standard definitions of market value indicate payment in cash or its equivalent. The equivalent of cash includes financing terms generally available in the market. If below-market financing is involved in a comparable sale, the sales price must be adjusted to a cash equivalent price. In this report, vacant land sales and improved sales were for cash or the sales prices were adjusted to cash equivalency if sufficient data were available.

SUMMARY

In this appraisal, only the sales comparison approach is applicable since no improvements are being evaluated, and the subject does not produce income.

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SALES COMPARISON APPROACH

In the sales comparison approach, the value of a property is estimated by comparing it with similar properties in its market area. This approach is based on the premise that the value of a property is set by the prices of equally desirable substitute properties in the same area.

PROCEDURE

Recent sales of similar and competing properties are selected for comparison with the subject property. An appropriate unit of comparison is determined (e.g., entire property, price per square foot, price per room, etc.), and adjustments are made to each comparable sale in order to account for value differences between these properties and the subject. The adjustments are made for such property and transaction characteristics as financing terms, conditions of sale, date of sale, location, and physical attributes. The result of appropriate adjustments applied to sales of comparable properties should be a relatively narrow indicated value range. From within this range, a specific estimate of the subject property's value is often selected.

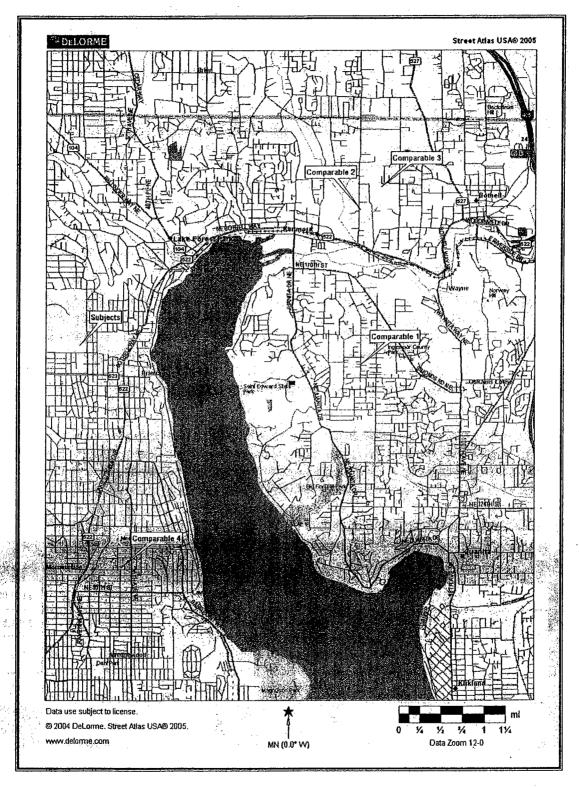
The most widely recognized and market-oriented unit of comparison is the price per lot. The market search for comparable sales was undertaken in the local subject area that resulted in closed sales, proximate in time to the date of appraisal, of comparable land parcels in the subject neighborhood. After being inspected, confirmed, and analyzed for their applicability and comparability with the subject, the sales summarized on the following pages were considered to be the best indicators of fee simple market value for the subject by the sales comparison approach.

The following elements of comparison were considered and adjusted, as appropriate, to the subject: property rights conveyed, financing, condition of sale, market conditions, location, and physical characteristics. Maps and a summary table of the sales are presented on the following pages. Photographs are also enclosed with a summary of the sales.

SUMMARY OF COMPARABLE SALES

Sale No.	Location	Sale Date	Adjusted Land Price	Zoning	Area (Acres)	Lots	\$/Lot
1	14723 81st Ave. NE, Kenmore	9/15/2005	\$1 ,170,000	R6	2.000	9	\$130,000
2	18224 80th Ave. NE, Kenmore	1/17/2006	\$1,970,000	R6	2.400	13	\$151,538
3	84th Ave NE and NE 190th St, Bothell	5/9/2005	\$3,100,000	R4PS0	4.900	20	\$155,000
4	3212 NE 100th St., Seattle	4/16/2004	\$1,812,000	SF 7200	2.945	12	\$151,000
Subject Lots	15031 25th Ave. NE, Shoreline			R6	7.794	32	

COMPARABLE LAND SALE LOCATION MAP



COMPARABLE SALE GRID

	Silopa			[65][[6][7][][6][6] [6][6][7][6][7]	Adj.	Committee Show		enipratic	
		\$1,170,000		\$1,970,000		\$3,100,000		\$1,812,000	
Encoted by		9/15/2005	7.1%	1/17/2006	2.6%	5/9/2005	11.6%	4/16/2004	25.5%
Adjunis 1976 s		\$1,253,070		\$2,021,220		\$3,459,600		\$2,274,060	
68:1010:1001240.4		139,230	5 : 7	155,478		172,980		189,505	
មេសកម្មវិញ	Comer of NE 150th St. and 25th Ave. NE	14723 81st Ave. NE, Kenmore		18224 80th Ave. NE, Kenmore		84th Ave NE and NE 190th St,		3212 NE 100th St., Seattle	-15%
7201rif(g)	R6	R6		R6		R4SO		SF 7200	
105	32	9		13		20		12	
SEMENTERS	7.794	2.00	-13%	2.40	-13%	4.90	-6%	2.945	-11%
Siems	Rectangular	Rectangular		Rectangular		Rectangular		Rectangular	
A MINISTER STATE	Mild Slope	Mostly Level		Level	-5%	Level	-5%	Level	-5%
	All Available	Same		Same		Same		Same	
AN GELFONSVERVER	7,957	7,260	6%	6,031	16%	8,004	0%	8,018	
Olimp	N			Prelim. Plat Approval	-15%	Views	-10%		
Admilled For Service	Acijustinisii s	129,789	-7%	129,252	-17%	135,444	-22%	131,592	-31%

Discussion of Comparable Sales

The preceding chart presents the comparable sales indicating sale price per lot. This range of value is after adjustments for factors such as location, size, slope and other characteristics.

Property Rights

The property rights conveyed for all of the comparable sales is the fee simple estate, the same rights being appraised for the subject. Therefore, no adjustments for property rights conveyed are necessary.

Financing

All of the sales involved are based on all-cash equivalent sales terms. Based on the market evidence and market standards, no adjustment for financing is applied to any of the transactions.

Conditions of Sale

All of the transactions appear to represent arm's-length transactions and are free from any non-market influences. Therefore, no adjustment for conditions of sale is warranted.

Market Conditions

All of the sales closed between April 2004 and January 2006, and are considered to be the most current sales recorded of comparable properties in the subject's market area. From conversations with realtors and brokers of residential acreage properties and analysis of other properties in the subject's market area, including

properties contained in our database, these sales were considered most similar to the subject.

Discussion of Comparable Sales

All of the comparables required adjustment when comparing them to Lots 3 and 4.

Comparable 1 requires downward adjustment due to its smaller site area. It is adjusted upward for market time and smaller average lot size. It is considered similar in terms of zoning, shape, topography, and utilities.

Comparable 2 requires downward adjustment for its smaller size, level topography and preliminary plat approval at sale. It requires upward adjustment for market time and a smaller average lot size. It is considered similar to the subject in terms of zoning, shape and available utilities.

Comparable 3 requires downward adjustment for its smaller site size, level topography, and views. It requires upward adjustment for market time. It is considered similar in terms of zoning, shape, average lot size, and utilities.

Comparable 4 requires downward adjustment for location, smaller size, and topography. It requires upward adjustment for market time. It is considered similar in terms of zoning, shape, average lot size, and utilities.

SALES COMPARISON CONCLUSION FOR LOTS 3 & 4

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In conclusion, all sales have been considered, each with their similar characteristics. A reasonable market value for the subject is estimated at \$130,000/lot.

 $130,000 \times 32 \text{ lots} =$

\$4,160,000

ADDENDA

COMPARABLE SALE NO. 1

(1) ADDRESS or LOCATION:

14715-14723 81st Ave. NE, Kenmore, WA 98028

(2) SALE SKETCH and PHOTO are on following page;

Access:

81st Ave. NE

Use at Sale:

I old home and I newer one with excess land.

H & B Use:

Residential

d. Zoning: R6 (6 lots per acre)

Area: e.

2 Acres

Sale Date: f

09/15/2005

Sale Price:

\$1,460,000 + \$10,000 for Demolition = \$1,470,000

Instrument Type:

Warranty Deeds

Terms:

Cash

j.

Ex. Tax # or AF #: E2155049 & E2155041

Seller: k.

Cheryle R. and Paul Davies, and another from Kelly S. and Paul R. Conley.

Buyer:

Parkmont Property LLC

m. Confirmed with:

Danelle at Heiser Construction, Parkmont's parent company.

Phone #:

(425) 462-5770 May 2, 2006

Date: Confirmed by:

Glenn L. Price

n. Date Inspected:

April 27, 2006

(4) LEGAL DESCRIPTION:

Block C, Lot 5, Moorland Heights Unrec.

(5) DESCRIPTION:

Topography:

Mostly Level

View:

None

Utilities:

All available

Improvements:

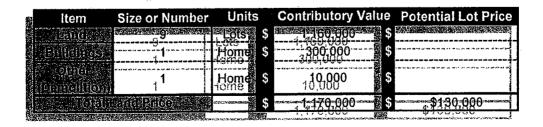
1 usable home, 1 demolished home..

Comments:

These sales were improved with two structures; one from 1936 (demolished) and another built in 1994 which is being retained on one of the 9 available lots. New homes are currently under construction, and other than the 2 homes previously onsite, the building sites were bought with no platting process begun. The lot is mostly cleared and in close proximity to amenities. The area has been rapidly increasing in property values due to its central position between Seattle, Redmond,

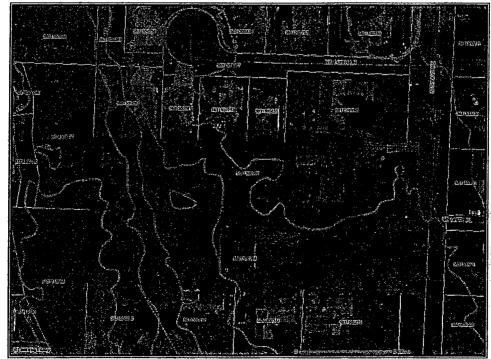
and Bellevue.

(6) ANALYSIS:



Sketch and Photographs of Comparable Land Sale No. 1





Date Taken: April 27, 2006

Taken By: GLP

COMPARABLE SALE NO. 2

(1) ADDRESS or LOCATION:

18224-18308 80th Ave. NE, Kenmore, WA 98028

(2) SALE SKETCH and PHOTO are on following page;

Access:

80th Ave. NE

Use at Sale:

2 Homes

H & B Use:

Residential

d. Zoning: R6 (Six lots per acre)

Area:

2.4 Acres

Sale Date:

01/17/2006

Sale Price:

\$1,950,000 + \$20,000 for demolition = \$1,970,000

Instrument Type:

Special Warranty

Terms:

Cash Ex. Tax # or AF #: E2181825

Seller: k.

Alice and John L. Osgood

Buyer:

Chateau Construction/Development LLC

m. Confirmed with:

E-Tax records

Phone #:

Date:

05/02/2006

Confirmed by:

Glenn L. Price

n. Date Inspected:

April 27, 2006

(4) LEGAL DESCRIPTION:

Block 15, Lot 38 & 39, Lot 40 Alderwood Manor #14. 38 L&SS south 112 feet & all 39

(5) DESCRIPTION:

Topography:

Level

View:

None

Utilities:

All available

Improvements:

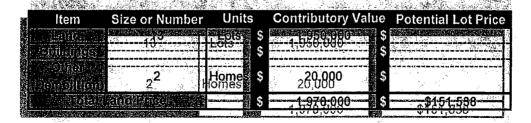
2 buildings which have been subsequently demolished.

Comments:

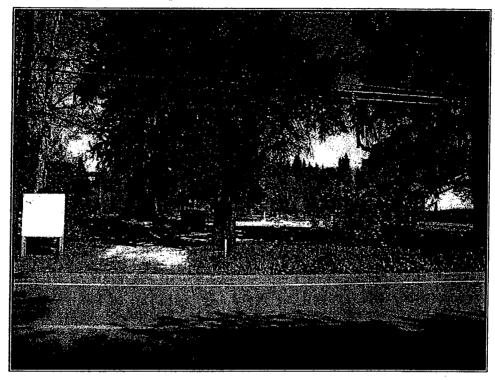
The site had preliminary plat approval at the time of sale. The site will be developed with 13 lots. Construction of new homes on the site was ongoing at the time of the inspection. The lot is mostly cleared and in close proximity to amenities. The area has been rapidly increasing in property values due to its central

position between Seattle, Redmond, and Bellevue.

(6) ANALYSIS:



Sketch and Photographs of Comparable Land Sale No. 2





Date Taken: April 27, 2006

Taken By: GLP

COMPARABLE SALE NO. 3

(1) ADDRESS or LOCATION:

Corner of 84 Ave. NE and NE 190th St., Bothell, WA 98011

(2) SALE SKETCH and PHOTO are on following page;

a. Access: NE 190th St.
b. Use at Sale: Vacant

c. H & B Use: Residential d. Zoning: R4PSO

e. Area: 4.9 Acres f. Sale Date: 05/09/2005

g. Sale Price: \$3,100,000

h. Instrument Type: Special Warranty Deed
i. Terms: Cash

j. Ex. Tax # or AF #: E2121550

k. Seller: Farley Enterprises LLC

I. Buyer: John F. Buchan Construction

m. Confirmed with: Wendy at John F. Buchan Construction Incorporated

Phone #: (425) 739-3890
Date: 05/09/2005
Confirmed by: Glenn L. Price
n. Date Inspected: 04/27/2006

(4) LEGAL DESCRIPTION:

Section 6, Township 26, Range 5, Tax Lot 19, west 5 Ac of north 10 Ac of west ½ of Gl 7 less county road.

(5) DESCRIPTION:

Topography: Level View: None

Utilities: All available

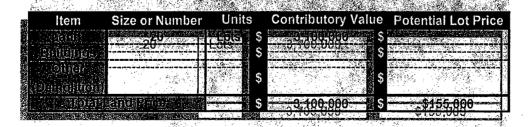
Improvements: None

Comments: Based on the zoning, the site can be developed with 20 lots. The property has view

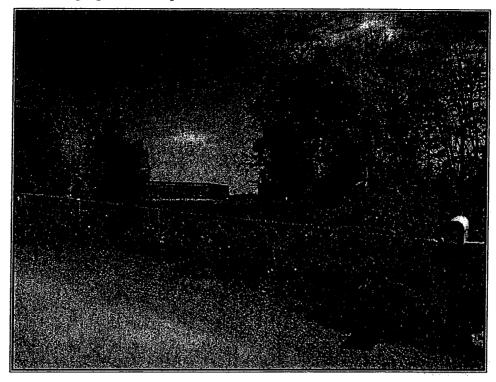
potential of the surrounding area and is situated next to other recently developed neighborhoods and open agricultural land owned by King County. The lot is cleared and in close proximity to amenities. The area has been steadily increasing in property values due to its central position between Seattle, Redmond, and

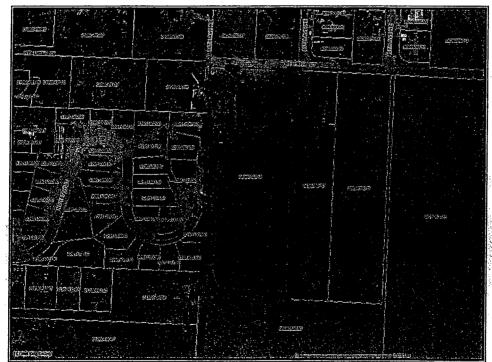
Bellevue.

(6) ANALYSIS:



Sketch and Photographs of Comparable Land Sale No. 3





Date Taken: April 27, 2007

Taken By: GLP

COMPARABLE SALE NO. 4

(1) ADDRESS or LOCATION:

3212 NE 100th St., Seattle, WA 98125

(2) SALE SKETCH and PHOTO are on following page;

a. Access: NE 100th St.
b. Use at Sale: Vacant
c. H & B Use: Residential
d. Zoning: SF 7200
e. Area: 2.945 Acres
f. Sale Date: 04/16/2004
g. Sale Price: \$1,812,000

h. Instrument Type: Bargain & Sale
i. Terms: Cash

i. 1 erms: Cash j. Ex. Tax # or AF #: E2114180

k. Seller: Seattle School District No. 1
l. Buyer: Steve Williams Custom Homes Inc.

m. Confirmed with: Monica Williams at Steve Williams Custom Homes

Phone #: (206) 522-9994

Date: 05/09/2006

Confirmed by: Glenn L. Price

n. Date Inspected: 04/27/2006

(4) LEGAL DESCRIPTION:

Fischer's Highway Garden, Tracts #2, parcel 1 Seattle LBA #2307324 Record # 20040415900001 said LBA defined as follows - said lots 5 through 8 said block 7.

(5) DESCRIPTION:

Topography: Mostly Level View: None

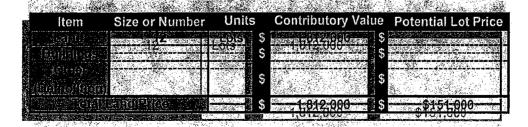
Utilities: All available Improvements: None.

Comments: The site was later developed with 12 lots which were cleared at the time of sale.

The property has been fully improved with new homes. The site was used for a school, and was sold after the closure of the facility. The site has good access to

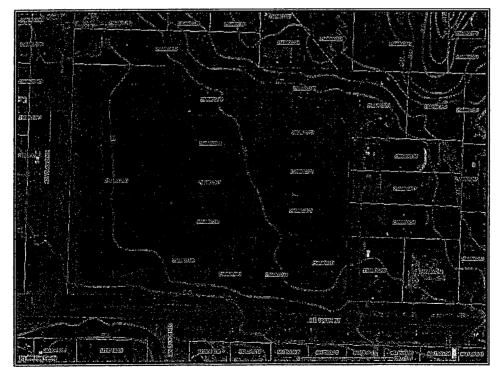
downtown Seattle, and amenities are nearby.

(6) ANALYSIS:



Sketch and Photographs of Comparable Land Sale No. 4





Date Taken: April 27, 2007

Taken By: GLP

QUALIFICATIONS OF APPRAISERS

QUALIFICATIONS OF APPRAISER

JAMES B. PRICE, MAI, SR/WA

EDUCATION

Bachelor of Science in Finance, Real Estate Emphasis: Northern Illinois University, University of Illinois; 1966.

Appraisal Institute courses include Capitalization Theory, Residential Valuation, Easement Valuation, and Standards of Professional Practice.

Seminars and Classes include Real Estate Feasibility, Business Valuation, Valuation of Easements and Litigation Skills, Appraising for Pension Funds, and Appraisal of Partial Acquisitions.

PROFESSIONAL MEMBERSHIPS

Appraisal Institute

Membership:

MAI Designated Member of the Appraisal Institute since 1979

Formerly:

President, Director, and Vice President, Seattle Chapter and Alaska

Chapter

International Right of Way Association

Designation:

SR/WA (Senior Right of Way Agent)

Position:

Regional Vice-Chair and International Right of Way Association

Valuation Committee

Formerly:

International Right of Way Association Director, President, and Vice

President; Seattle, Washington and Fairbanks, Alaska Chapters

EXPERIENCE: Over 35 years

Currently: General Partner, APPRAISAL GROUP OF THE NORTHWEST LLP

Developer of subdivisions, office building, and residences

Owner of office buildings and apartments

Formerly: Proprietor, APPRAISAL GROUP OF THE NORTHWEST

Appraiser, Schueler, McKown & Keenan

Partner, Price & Associates, Alaska

Senior Appraiser, First State Bank of Oregon

Appraiser, Pacific First Federal Savings Bank

Appraiser, U.S. Small Business Administration

Appraiser, Washington State Dept. of Transportation

Qualified as an expert witness in Superior Court, Federal Court Master's Hearings, and Federal Bankruptcy Court. Served as an arbitrator in property valuation and lease renewals.

Fee reviewer; Washington Dept. of Transportation, major banks, and governmental clients.

Qualified as a Master; held Master's Hearings in Alaska.

Currently certified under the continuing education program of the Appraisal Institute.

Currently certified in Washington State as a General Appraiser (Certification No. 1100229)

CLIENTS SERVED

Abeyta & Associates, R/W Company Benson & McLaughlin, Accountants Bullivant, Houser, Bailey, Pendergrass & Hoffman; Robert Riede, Attorneys

Bureau of Indian Affairs

Bureau of Land Management

Center Bank

Certified Land Services

Charter Bank

Chevron Products Company

Church of God, Western Washington

City of Auburn

City of Des Moines

City of Issaquah

City of Newcastle

City of Port Angeles

City of Redmond

City of SeaTac

City of Seattle

City of Tacoma

Coldwell Banker Relocation

Columbia Bank

Corr Cronin LLP, Joshua Preece, Atty.

Costco

Eastman, Scott, Attorney, Bellevue

El Centro De La Raza; Felicia Gonzales

Enumclaw Public Schools;

Will Samuelson

First Sound Bank

Huling Brothers; Steve Huling

Johns Monroe Mitsunaga, Attorneys;

Michael Monroe, Darrell Mitsunaga

Kent Schools

KeyBank of Washington

Keating Bucklin & McCormack, decided

A Maria

Attorneys

King County Library System

Korea Exchange Bank

Lane & Associates, Inc., R/W Company

John Lynch, CPA, Bellevue

Ogden Murphy Wallace, Attorneys

O. R. Colan Associates, Inc.

(Acquisition Specialists)

Pacific Union Bank

Pharos Corporation (R/W Company)

Port of Friday Harbor

Port of Orcas

Port of Seattle

Puget Sound Energy

Reid Middleton, Engineers

Saehan Bank

Seattle City Light

Seattle Monorail Project

Seattle School District

Sound Transit

Tacoma Utilities

Union Bank of California

U.S. Bank

U.S. Fidelity & Guarantee

U.S. Postal Service

Universal Field Services, Mitch Legal

Washington Dept. of Transportation-

Approved Appraiser & Reviewer

Washington State Dept. of Natural

Resources

Washington State Parks & Recreation

Commission

Waste Management

Williams Northwest Pipeline

Wilshire State Bank

Marie Control of the Control

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QUALIFICATIONS OF APPRAISER GLENN L. PRICE

EDUCATION

Bachelor of Science from University of Washington, Geology major, Architecture minor

REGISTRATION

Currently registered in Washington State as a Real Estate Appraiser Trainee #1000389

CONTINUING EDUCATION

Appraisal Principals, Appraisal Institute, 2005 USPAP & Ethics, Standards of Professional Practice, Appraisal Institute, 2005 Basic Income Capitalization, Appraisal Institute 2005 Appraisal Procedures, Appraisal Institute, 2006

EXPERIENCE:

Currently: Appraiser, Appraisal Group of the Northwest LLP

2003 - Current

AFFILIATIONS:

Associate Member of the Appraisal Institute

CLIENTS SERVED

Abeyta & Associates

Bellevue Community College

Brandt Law Group Catherine Janicki, Atty.

Certified Land Services

City of Auburn

City of Shoreline

City of Tacoma

Citywide Mortgage

Dynasty Mortgage

Financial Advantage

Howe, Cunningham & Lowe, PLC

Joseph DePalma Administrative Trust

Kent Schools

KeyBank National Association

King County Water District #1

O.R. Colan Associates, Inc.

Pharos Corporation

Port of Seattle

Schwartz, Kales, Accountants

Sound Transit

Suburban North Wealth Mgmt.

Terry Brink, Atty.

Universal Field Services

US Bank

Weichert Relocation Company

Bond Advisory Committee Draft List of Projects

Objective: To create a reasonably balanced and mixed list of projects (e.g., active, passive, east, west, open space, youth, adult seniors community and group support)

youth, adult, seniors, community and group support)				Staff		Committee ecommend-	Staff	Committee
Project		Draft List (7/13/05)	Re	ecommend- ation		on (8/4/05 & 9/15/05)	ecommend- ion (2/9/06)	Recommend- ation (2/9/06)
Hamlin Park (SPU acquisition-8.3 acres)	\$	3,400,000	\$	3,400,000	\$	3,300,000	\$ 3,300,000	V
Richmond Beach Saltwater Park Improvements (improvements to be identified in the master plan)	\$	2,800,000	\$	2,800,000	\$	2,800,000	\$ 2,640,000	/
Trail Corridors	\$	2,500,000	\$	2,500,000	\$	2,500,000	\$ 2,500,000	/
South Woods Property Acquisition (15.6 acres)	\$	2,000,000	\$	2,000,000	\$	2,000,000	\$ 6,000,000	✓
Cromwell Park Improvements	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$ 1,000,000	√
Kruckeberg Gardens (acquisition-4 acres, parking improvements)	\$	950,000	\$	950,000	\$	950,000	\$ 950,000	√
Field Turf at Twin Ponds Park	\$	900,000	\$	900,000	\$	900,000	\$ 900,000	V
Hamlin Park Improvements (backstops, concession stand, restrooms, picnic	<u> </u>		Ė		Ť			1.2
shelters, and field lighting on lower fields)	\$	400,000			\$	750,000	\$ 750,000	Land .
Baseball/Softball Field Improvements (backstops, restrooms, scoreboards)	\$	100,000			\$	250,000	\$ 250,000	V
Second Skate Park (park site TBD)	\$	250,000	\$	250,000	\$	250,000		
Off Leash Dog Park (park site TBD)	\$	100,000	\$	150,000	\$	150,000	\$ 150,000	V
Lights on Tennis Courts at Shoreline Center	\$	40,000	\$	60,000	\$	60,000	\$ 60,000	V
South Echo Lake + Weiman House	\$	1,000,000		·				
Field Turf at Shoreview Park	\$	900,000						
Darnell Park	\$	50,000						
Tennis Courts (resurfacing at Meridian Park and Keough Park)	\$	20,000						
TOTAL	\$	16,410,000	\$	14,010,000	\$	14,910,000	\$ 18,500,000	

Draft List Adopted by Subcommittee on 8/4/2005 Draft List Adopted by the Bond Advisory Committee on 9/15/2005

Agenda Item: 7(q) Council Meeting Date: December 11, 2006

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:

Ordinance No. 455 Extending the Shoreline Water District Franchise

DEPARTMENT:

City Manager's Office

PRESENTED BY: Bob Olander, City Manager, Ian Sievers, City Attorney

PROBLEM/ISSUE STATEMENT:

Staff is requesting a four month extension of the Shoreline Water District water system franchise in order to provide additional time to negotiate the terms of this agreement.

DISCUSSION:

Extension.

An initial franchise to operate the water system owned by the Shoreline Water District, generally east of I-5, was granted by the City of Shoreline in June of 2001 through Ordinance No. 274. An automatic two-year extension was invoked in 2004 providing for the current expiration date of December 31, 2006.

The proposed four month extension will provide City staff and the District additional time to negotiate the terms of a new franchise.

FINANCIAL IMPACT:

Extension will have no financial impact; the 6% franchise fee the City receives from the District will continue under the extended franchise.

RECOMMENDATION

It is recommended that the City Council pass Ordinance No. 455 granting the District a four month extension to the existing franchise.

Approved By:

City Manage

Attachment:

Proposed Ordinance No. 455

ORDINANCE NO. 455

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, EXTENDING THE FRANCHISE UNDER WHICH THE SHORELINE WATER DISTRICT IS AUTHORIZED TO PROVIDE WATER WITHIN THE CITY OF SHORELINE.

WHEREAS, the City of Shoreline, by Shoreline City Ordinance No. 274, granted the Shoreline Water District a non-exclusive franchise for the operation of a water system within the City right-of-way effective June 19, 2001; and

WHEREAS, the franchise granted to the Shoreline Water District by the City in Ordinance No. 274 was automatically renewed on December 31, 2004 for an additional two years, providing a new expiration date of December 31, 2006; and

WHEREAS, the City and the Shoreline Water District agree additional time is needed to negotiate the terms of a new agreement;

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

- **Section 1. Franchise Extension**. The franchise granted pursuant to City Ordinance No. 274 is extended through the earlier of April 30, 2007, or the effective date of a replacement franchise (whichever first occurs).
- **Section 2. Directions to City Clerk**. The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the Grantee set forth in this ordinance. The Grantee shall have fifteen (15) days from receipt of the certified copy of this ordinance to accept in writing the extension of the franchise granted to the Grantee in this ordinance.
- **Section 3. Publication and Effective Date.** In accord with state law, this ordinance shall be published in full and shall take effect five days after passage, publication, and acceptance by the Grantee.

PASSED BY THE CITY COUNCIL ON DECEMBER 11, 2006.

	Mayor Robert L. Ransom
ATTEST:	APPROVED AS TO FORM:
Scott Passey, CMC	Ian Sievers, City Attorney

Council Meeting Date: December 11, 2006 Agenda Item: 8(a)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:

Adoption of Ordinance No. 449, the year 2007 Budget; Ordinance

No. 451, the year 2007 Fee Schedule; and Resolution No. 253

Revising Benefit and Compensation Plan for Employees

DEPARTMENT:

City Manager's Office

PRESENTED BY:

Robert Olander, City Manager

PROBLEM/ISSUE STATEMENT:

The City Manager presented the 2007 proposed budget to the City Council on October 16, 2006, and public hearings were held on November 6 and November 13. Department presentations were made on October 23 and November 6, and the City Council discussed the proposed budget on November 13 and November 20. The City Council was scheduled to adopt the 2007 Budget at the November 27 Council Meeting, but Council postponed action until subsequent meetings due to inclement weather. At the time this staff report was prepared it was not yet known whether the Council would adopt the budget on December 4. This report acts as a placeholder in the event that the 2007 Budget will be adopted tonight.

FINANCIAL IMPACT:

The Proposed 2007 Budget totals \$68,206,170.

RECOMMENDATION

Staff recommends that Council take the following actions as part of the adoption of the 2007 Budget and move approval of:

- (a) Resolution No. 253 to amend the City's Personnel Policies regarding compensation management for department directors
- (b) Ordinance No. 451 to establish fees and charges for the City by amending Chapters 3.01, 5.07, 5.10, and 5.15 of the Shoreline Municipal Code
 - (c) Ordinance No. 449 to establish the City's 2007 budget

ATTACHMENTS

Attachment A:

December 4, 2006 Staff Report with attached Resolution No. 253,

Ordinance No. 451, and Ordinance No. 449.

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Council Meeting Date: December 4, 2006 Agenda Item: 7(a)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Adoption of Ordinance No. 449, the year 2007 Budget; Ordinance

451, the year 2007 Fee Schedule; and Resolution 253 Revising

Benefit and Compensation Plan for Employees

DEPARTMENT: City Manager's Office

PRESENTED BY: Robert Olander, City Manager

PROBLEM/ISSUE STATEMENT:

The City must adopt its budget for 2007 by December 31, 2006. Ordinance No. 449 will establish the City's appropriations for 2007 and adopt the 2007 salary schedule. Ordinance 451 will adopt the 2007 fee schedule. Resolution No. 253 will amend the City's personnel policies to establish Leadership Team salaries in the same manner as other regular employees.

Subsequent to the distribution of this report, an additional budget workshop will be held on November 20, 2006. Any recommended changes from that workshop will be included in the final ordinance that will be presented to the City Council for adoption on November 27, 2006.

FINANCIAL IMPACT: The 2007 Proposed Budget totals \$68,132,525. The following table is a summary of the proposed budget by fund:

				2007 Propo	sec	1 Budget			26	006 Current		
		Beginning						Ending		Budget	Ending	06 - '07
Fund	F	und Balance		Revenue	E	xpenditures	Fι	ınd Balance	E	cpenditures	Fund Balance	% Change
Operating Funds:												
General Fund	\$	7,394,350	\$	27,775,480	\$	28,353,336	\$	6,816,494	\$	29,398,166	(1,520,256)	-3.6%
General Reserve		2,282,6475	8,5	54 6		0		2,341,193		0	1,509,771	n/a
Streets		795,243		2,302,087		2,422,087		675,243		2,559,651	1,585,801	-5.4%
Code Abatement		68,128		82,500		100,000		50,628		100,000	(96,000)	0.0%
Asset Seizure		33,831		23,500		23,500		33,831		23,000	(23,000)	2.2%
Sub-Total Operating Funds		10,574,199		30,242,113		30,898,923		9,917,389		32,080,817	1,456,316	-3.7%
Internal Service Funds:												
Equipment Replacement		1,470,072		315,569		100,000		1,685,641		138,180	(38,180)	-27.6%
Public Art Fund		212,240		0		0		212,240		115,775		-100.0%
Unemployment		72,258		10,500		10,000		72,758		10,000	(9,247)	0.0%
Vehicle Operations & Maintenance		59,637		139,988		139,988		59,637		88,717	(88,150)	57.8%
Sub-Total Internal Service Funds	-	1,814,207		466,057		249,988		2,030,276		352,672		-29.1%
Enterprise Funds:												
Surface Water Utility Fund		6,363,913		5,339,508		5,948,957		5,754,464		3,682,346		61.6%
Sub-Total Enterprise Funds		6,363,913		5,339,508		5,948,957		5,754,464		3,682,346		61.6%
Capital Funds:												
General Capital		12,232,990		14,930,580		23,691,223		3,472,347		18,951,460	(9,123,910)	25.0%
City Facility-Major Maintenance Fund		177,152		77,972		110,000		145,124		60,000	9,767,550	83.3%
Roads Capital		7,885,027		5,883,505		7,233,434		6,535,098		34,488,919	(8,380,836)	-79.0%
Sub-Total Capital Funds		20,295,169		20,892,057		31,034,657		10,152,569		53,500,379	(7,737,196)	-42.0%
Total City Budget	\$	39,047,488	\$	56,939,735	\$	68,132,525	\$	27,854,698	\$	89,616,214	(10,214,579)	-24.0%

RECOMMENDATION

Staff recommends that Council take the following actions as part of the adoption of the 2007 Budget and move approval of:

- a) Resolution No. 253 to amend the City's Personnel Policies regarding compensation management for Department Directors
- b) Ordinance No. 451 to establish fees and charges for the City by amending Chapters 3.01, 5.07, 5.10, and 5.15 of the Shoreline Municipal Code

c) Ordinance No. 449 to establish the City's 2007 budget

Approved By:

City Manager Seco

INTRODUCTION

Since the presentation of the proposed 2007 budget to Council on October 16, the City Council will have held four public workshops to review the budget and two public hearings to take citizen's comments. Based upon these discussions and Council's direction, staff will make adjustments to the proposed budget as directed and present Ordinance No. 449 for adoption of the 2007 budget to Council on November 27, 2006.

BACKGROUND

On October 16, the 2007 proposed budget was presented to the City Council. Two budget workshops were held on October 23 and November 6, 2006, where Council reviewed each departmental budget with City staff and a third workshop was held on November 13, 2006. During these workshops, Council discussed its priorities and provided input to the City Manager on the proposed budget. The public was also able to comment at each of these workshops and at the public hearings held on November 6 and November 13. On November 13, the Council held a public hearing to receive public comment on the proposed 2007 property tax levy and the proposed 2007 revenue sources.

A final budget workshop will be held on November 20, 2006. This report does not include any recommendations made by the City Council during the final workshop. Any changes to the proposed budget that are recommended during the November 20 workshop will be included in the final ordinance that will be presented to the City Council for adoption.

The 2007 budget ordinance, as included in this packet, would appropriate a total of \$68,132,535 to thirteen separate funds. The 2007 budget appropriates \$28,353,336 to the General Fund for the general operations of the City.

Components of the 2007 proposed budget include the 2007 Salary Schedule and the 2007 Fee Schedule. Adoption of Ordinance No. 449 will result in the adoption of the salary schedule. Adoption of Ordinance 451 will result in the adoption of the 2007 Fee Schedule. For easy reference the 2007 Salary Schedule (Attachment B) is attached to this staff report. Additionally, Resolution No. 253 will amend the City's personnel policies to establish salaries for the Leadership Team in the same manner as other regular employees. (See November 6, 2006 Staff Report "2007 Proposed Budget Public Hearing Department Presentations" for details).

The 2007 Salary Schedule, as provided in the 2007 proposed budget, includes a recommended market rate adjustment of 3.78%. This is a result of the City's compensation policy of maintaining salaries at the median of our comparable cities. All of our comparable cities grant a cost of living adjustment to their City employees. Historically the median of the cost of living adjustments granted by the comparable cities has been 90% of the Seattle/Tacoma/Everett June CPI-U. The 2006 June Seattle/Tacoma/Everett CPI-U was 4.2%. As a result the 2007 recommended market adjustment is 3.78%.

As per Council policy, the 2007 Fee Schedule includes inflationary adjustments of 4.2% based upon the change in the June 2005 to June 2006 Seattle Consumer Price Index for all Urban Consumers (CPI-U). The City's land-use and non-building permit base hourly rate will increase by \$5.25 per hour to a 2007 rate of \$132.25. Recreation fees were reviewed for both inflationary adjustments and market comparison. Based upon this review, staff recommends a market adjustment for some fees such as aquatic fees, facility rental fees and other general recreation fees.

The 2007 Fee Schedule also includes an adjustment to the City's surface water utility rates for 2007. The Surface Water Master Plan, adopted by the City Council in 2005, recommended a fee structure that would provide priority level one through three operation and maintenance requirements and level one and two of future capital project improvements over the next 20 years. The proposed rate increase for 2007 is \$9 or approximately 8% for a single-family home, bringing the proposed 2007 fee to \$120. Rates based on impervious surface will also be increased by approximately 9%.

RECOMMENDATION

Staff recommends that Council take the following actions as part of the adoption of the 2007 Budget and move approval of:

- a) Resolution No. 253 to amend the City's Personnel Policies regarding compensation management for Department Directors
- b) Ordinance No. 451 to establish fees and charges for the City by amending Chapters 3.01, 5.07, 5.10, and 5.15 of the Shoreline Municipal Code
 - c) Ordinance No. 449 to establish the City's 2007 budget

ATTACHMENTS

Attachment A – Resolution No. 253, Amending the City's Personnel Policies

Exhibit A - Personal Policy 5.07

Attachment B - Ordinance No. 451, Adopting the 2007 Fee Schedule

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Attachment C – Ordinance No. 449, Adopting the annual Budget of the City of Shoreline for the Year 2007

Exhibit A - 2007 Salary Schedule



ATTACHMENT A

RESOLUTION NO. 253

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING REVISIONS TO PERSONNEL POLICIES REGARDING THE COMPENSATION PLAN FOR LEADERSHIP TEAM CLASSIFICATIONS

WHEREAS, the City of Shoreline has been operating under Personnel Policies last revised on October 2, 2006 by Resolution No. 250; and

WHEREAS, the City Council wishes to revise its Personnel Policies to provide for establishment of Leadership Team employee salaries in the same manner as other City of Shoreline regular employees; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON:

Section 1. Revision. The City Manager is authorized to implement a revised *Personnel Policies*, filed with the City Clerk under receiving number_____, which shall include amendments to Policies 5.07 Exhibit A attached hereto.

Section 2. Effective Date. The revised *Personnel Policies* shall take effect December 1, 2006.

ADOPTED BY THE CITY COUNCIL ON November 27, 2006.

	Mayor Robert Ranson
TTEST:	
cott Passey	
City Clerk	

Exhibit A

5.07 Classification and Compensation Plan

The City has a strong interest in attracting and retaining excellent employees. It is the policy of the City to maintain a comprehensive classification and compensation program. Within budget limitations, the City endeavors to pay salaries competitive with those paid within comparable jurisdictions and within the applicable labor market.

The City Manager shall be responsible for the administration of the classification and compensation plan. All changes in classifications and changes in assignment of classifications to salary ranges must be approved by the City Manager.

- A. Classifications. A classification description consisting of an appropriate title, description of duties, statement of minimum education, experience and training is prepared and maintained for all regular positions within the City. Each classification is assigned a salary grade and corresponding salary range by the Human Resources Director and the City Manager, with input from the appropriate Department Director. Periodically, the City may revise its classification descriptions and re-evaluate individual jobs.
- B. Classification Review. An employee who does not believe that his or her classification accurately reflects the current duties of the position may request a review of his/her classification r by the Department Director. After review by the Department Director and the Human Resources Director, any changes shall be recommended to the City Manager for reclassification as appropriate. The City Manager retains the final authority to approve or disapprove changes in classifications, within budgetary guidelines, and/or assignment of duties to employees. Any changes in classification that would increase an employee's pay rate will be retroactive to the date of submittal of the request for review.
- C. **Steps.** The compensation plan consists of minimum and maximum salaries and six salary steps for each class of positions. The steps are set at 4% increments. Each step is an annual step. Once the top step is reached, the employee remains in the top step as long as the employee remains in the position.
- D. Starting Rates of Pay. New employees generally will begin their employment at step 1 of the range for the classification. At the request of a Department Director, the Human Resources Director may recommend to the City Manager that a new employee start at a higher step. The City Manager must give approval prior to offering a salary above step 1. Offers will be extended by either the Human Resources Department or the Department Director.

Deleted: (Paragraph C does not apply to employees who are members of the City's Leadership Team)

Circumstances that support hiring above Step 1 include:

- Additional and directly applicable education or experience above the minimum requirements;
- 2. Market conditions, including the applicant's current salary, that support a higher starting salary;
- The proposed higher salary will not create inequities with existing internal salaries.
- E. Step Increase. Regular employees not at the top step will be considered annually for advancement to the next step. The step increase will be effective on the step increase date.
- F. **Promotion**. A regular employee receiving a promotion shall be placed in the first step in the new range that provides for at least a 5% increase or the top step of the new range if there is not step that allows at least a 5% increase. The employee's promotion date becomes the employee's step increase date.

If the Department Director believes that circumstances warrant an exception to the 5% placement rule, and if the Human Resources Director concurs, they may recommend to the City Manager a higher placement. Circumstances that support a placement greater than a 5% increase are:

- Additional and directly applicable education or experience above the minimum requirements;
- 2. Market conditions that support a higher starting salary;
- 3. The proposed higher salary will not create inequities with existing internal salaries.
- G. **Transfer.** A regular employee receiving a transfer shall remain in the same step and retain the same step increase date.

H. Demotion.

- 1. **Disciplinary Demotion**. If the demotion is a result of a disciplinary action, the employee shall be placed in the highest step in the new range that provides for a decrease. The demotion date will become the employee's new step increase date.
- 2. Any Other Demotion. If the demotion is a result of any reason other than discipline and the employee's current salary is within the new pay range, the employee shall remain at the same rate of pay until the employee's next step increase date. On the step increase date, the employee shall move to the next step in the new range that provides for an increase. The employee shall retain the same step increase date.

Deleted: The starting rate of pay for new employees hired into Leadership Team positions shall be determined by the City Manager.¶

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Deleted: (Paragraph E does not apply to employees who are members of the City's Leadership Team)

Deleted: A Leadership Team member receiving a promotion or an individual being promoted to a position on the Leadership Team shall have their salary established at the discretion of the City Manager.

If the employee's current salary is higher than the top step of the new salary range, the employee shall be placed in the top step of the new range.

 Y-Rating. When a regular employee's position has been y-rated, the employee will remain at the same rate of pay until the pay range increases enough to include that rate. At that time, the employee shall be placed in the first step that does not provide for a decrease. No COLA or step increase will be awarded during this period. Defeted: ¶

If a Leadership Team member is demoted, his or her salary shall be determined by the City Manager.¶ If a classification is removed from the Leadership Team, the City Manager shall determine the appropriate salary range and assign the classification to the City's step/range system. The employee's salary placement shall be determined by the step/range system rules as outlined in sub section G.¶

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Deleted: Special Salary Rules for Employee's on the City's Leadership Team. Membership on the City's Leadership Team shall be in the discretion of the City Manager. Leadership Team classifications will be placed in a salary range that reflects the market as established in the City's compensation policy, but which has no steps.¶

In December of each year the City Manager shall make a determination as to where within the appropriate salary range the individual will be placed for the following calendar year in making this determination, the City Manager will apply the following criteria: It

Length of employment in the position.¶
Performance and work plan
achievement.¶
Results of the employees annual
performance evaluation; and.¶
The city's annual market adjustment.¶

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ATTACHMENT B

ORDINANCE NO. 451

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON INCREASING CITY FEES FOR INFLATION, REVISING FEES FOR PLANNING AND DEVELOPMENT SERVICES, REORGANIZING HEARING EXAMINER AND BUSINESS LICENSE FEES, AND AMENDING CHAPTERS 3.01, 5.07. 5.10 AND 5.15 OF THE MUNICIPAL CODE

WHEREAS, all fees should be adjusted by the CPI-U, rounded to the nearest quarter dollar for 2007 and subsequent years;

WHEREAS, the Planning and Development Services fee schedule set forth in Chapter 3.01.010 SMC, *Planning and Development Services*, should be reorganized to reflect current costs and practices;

WHEREAS, the appeal fees for the Hearing Examiner apply to all appeals and should be recodified into its own section; and

WHEREAS, all business license fees set forth in Chapter 5.07 and Chapter 5.15 of the Shoreline Municipal Code are proposed to be consolidated into Chapter 3.01 SMC, *Fee Schedules*.

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

- **Section 1. Amendment.** Shoreline Municipal Code Section 3.01.010, *Planning and development services*, is hereby amended as set forth in Exhibit A.
- **Section 2. New Section.** A new section, Shoreline Municipal Code 3.01.025, *Hearing examiner fees*, is hereby adopted as set forth in Exhibit B.
- **Section 3.** Amendment. Shoreline Municipal Code Section 3.01.030, *Parks*, recreation and cultural services, is hereby amended as set forth in Exhibit C.
- **Section 4.** New Section. A new section, Shoreline Municipal Code 3.01.035, *Business license fees*, is hereby adopted as set forth in Exhibit D.
- **Section 5. Amendment.** Shoreline Municipal Code, 3.01.040, *Financial fees*, is hereby amended to read as follows:

The maker of any check that is returned to the city due to insufficient funds or a closed account shall be assessed a collection fee of \$25.00. \$26.00.

Section 6. Amendment. Shoreline Municipal Code Section 3.01.050, *Public records*, is hereby amended as set forth in Exhibit E.

Section 7. **Amendment.** Shoreline Municipal Code Section 3.01.070, Surface water management rate table, is hereby amended as set forth in Exhibit F.

Section 8. Amendment. Section 5.07.030 and 5.07.080 of the Shoreline Municipal Code are hereby amended to read as follows:

- 5.07.030 License required Fee Term Notices.
- A. It is unlawful for any person to engage in any business as provided in this chapter within the city limits, without first obtaining a license pursuant to the provisions of this chapter.
- B. The fees <u>and penalties</u> associated with the licenses described in this section shall be are set forth in the business license fee schedule in Chapter 3.07 SMC. as follows:
- C. All registrations shall be renewable on the thirty-first day of December of each year. The clerk shall send notice of renewals to each license holder by December 1st of each year.
- D. Fees becoming due for less than one year shall be prorated on a quarterly basis.
- E. A duplicate license shall be issued by the clerk to replace any license previously issued, which has been lost, stolen, defaced or destroyed, upon the paying to the clerk of the required fee. a fee of \$5.00.
- F. Any notice required by this chapter to be mailed to any license holder shall be sent by ordinary mail, addressed to the license holder shown by the records of the clerk or, if no such address is shown, to such address as the clerk is able to ascertain by reasonable effort. Failure of the license holder to receive such mailed notice shall not release the license holder from any fee or penalties thereon, nor shall such failure of the business to operate extend any time limit set by the provisions of this chapter
- 5.07.080 License renewal Late fee.
- A late penalty shall be charged on all applications for renewal of a license received later than 10 working days after the expiration date of such license as set forth in SMC 3.07.035. The amount of such penalty is fixed as follows:
- A. For a license requiring a fee of less than \$50.00, 20 percent of the required fee.
- B. For a license requiring a fee of more than \$50.00, 10 percent of the required fee.

Section 9. Amendment. Section 5.10.040 of the Shoreline Municipal Code is hereby amended to read as follows

- 5.10.040 Adult cabaret licenses.
- A. Adult Cabaret Operator's License.
- 1. All applications for an adult cabaret operator's license shall be submitted to the clerk in the name of the person or entity proposing to conduct an adult cabaret on the business premises and shall be signed by such person and certified as true under penalty of perjury. All applications shall be submitted on a form supplied by the city, and shall be complete when the following information and submittals are provided:

- a. For each applicant: names; any aliases or previous names; driver's license number, if any; Social Security number, if any; business, mailing, and residential address; and business and residential telephone number.
- b. If a corporation, date and place of incorporation, evidence that it is in good standing under the laws of Washington, and name and address of any registered agent for service of process.
- c. Whether the applicant holds any other licenses under this chapter or any license for similar adult entertainment or sexually oriented business, including motion picture theaters and panorams, from the city or another city, county or state, and if so, the names and addresses of each other licensed business.
- d. A summary of the business history of each applicant owning or operating the adult entertainment or other sexually oriented businesses, providing names, addresses and dates of operation for such businesses, and whether any business license or adult entertainment license has been revoked or suspended, and the reason therefor.
- e. For each applicant, any and all criminal convictions or forfeitures within five years immediately preceding the date of the application, other than parking offenses or minor traffic infractions, including the dates of conviction, nature of the crime, name and location of court and disposition.
- f. For each applicant, a description of business, occupation or employment history for the three years immediately preceding the date of the application.
- g. The location and doing-business-as name of the proposed adult cabaret, including a legal description of the property, street address, and telephone number, together with the name and address of each owner and lessee of the property.
- h. Two two-inch by two-inch color passport-quality photographs of the applicant, taken within six months of the date of application showing only the full face.
- i. Documentation that the applicant has attained requisite age as stated in SMC 5.10.030(A). Any one of the following shall be accepted as documentation of age:
- i. A motor vehicle operator's license issued by any state bearing the applicant's photograph and date of birth;
- ii. A state-issued identification card bearing the applicant's photograph and date of birth
- iii. An official passport or military ID issued by the United States of America;
- iv. An immigration card issued by the United States of America.
- j. A scale drawing or diagram showing the proposed configuration of the premises for the adult cabaret, including a statement of the total floor space occupied by the business, and marked dimensions of the interior of the premises. Performance areas, seating areas, manager's office and stations, restrooms and service areas shall be clearly marked on the drawing. An application for a license for an adult cabaret shall include building plans which demonstrate conformance with SMC 5.10.070(C).
- k. A nonrefundable application fee of as set forth in the business license fee schedule in SMC 3.07.035 \$500.00 must be paid at the time of filing an application in order to defray the costs of processing the application.
- 2. Notification of the acquisition of new general partners, managing members, officers or directors, subsequent to the issuance of an adult cabaret license, shall

- be provided in writing to the city clerk, no later than 21 days following such acquisition. The notice required shall include the information required for the original adult cabaret license application.
- 3. The adult cabaret license, if granted, shall state on its face the name of the person or persons to whom it is issued, the expiration date, the doing-business-as name and the address of the licensed adult cabaret. The permit shall be posted in a conspicuous place at or near the entrance to the adult cabaret so that it can be easily read at any time the business is open.
- 4. No person granted an adult cabaret license pursuant to this chapter shall operate the adult cabaret business under a name not specified on the license, nor shall any person operate an adult cabaret under any designation or at any location not specified on the license.
- 5. Upon receipt of any complete application and fee, the clerk shall provide copies to the police department, and to other appropriate city departments or contractors, for a full investigation and review to determine compliance of the proposed adult cabaret with this chapter and other applicable laws. Each adult cabaret operator's license shall be issued with a notification that it shall be subject to revocation for noncompliance of the premises with building and zoning codes and this chapter.
- 6. In the event the premises are not yet constructed, the departments shall base their recommendation as to premises compliance on their review of the drawings submitted with the application. Any adult cabaret license approved prior to premises construction shall contain a condition that the premises must be inspected prior to occupancy, and determined to be in substantial conformance with the drawings submitted with the application and other applicable building and development regulations.
- 7. An adult cabaret operator's license shall be issued or the application denied by the clerk within 14 days of the date of filing a complete license application and fee, unless the clerk determines that the applicant has failed to meet any of the requirements of this chapter or provide any information required under this subsection, or that the applicant has made a false, misleading or fraudulent statement of material fact on the application for a license. Upon request of the applicant, the clerk shall grant an extension of time, up to but not to exceed 20 additional days, in which to provide all information required for license application. The time period for granting or denying a permit shall be stayed during the period in which the applicant is allowed an opportunity to properly complete the application. If the clerk finds that the applicant has failed to meet any of the requirements for issuance of an adult cabaret operator's license, the clerk shall issue a notice of nonissuance in writing, and shall cite the specific reasons therefor.
- 8. No person granted a license pursuant to this chapter shall operate the adult cabaret under a name not specified in the license, nor shall he or she conduct business under any designation or location not specified in the license.
 - B. Adult Cabaret Manager's License.
- 1. No person shall work as a manager at an adult cabaret without an applicable manager's license issued by the city. Each applicant for a manager's license shall complete an application on forms provided by the city containing the information

identified below. A nonrefundable application fee <u>as set forth in the business license</u> fee schedule in SMC 3.07.035 of \$100.00 shall accompany the application. A copy of the application shall be provided to the police department for its review, investigation and recommendation. All applications for a manager's license shall be signed by the applicant and certified to be true under penalty of perjury. The manager's license application shall require the following information:

- a. The applicant's name, home address, home telephone number, date and place of birth, Social Security number, and any stage names or nicknames used in entertaining.
- b. The name and address of each business at which the applicant intends to work as a manager.
- c. Documentation that the applicant has attained the requisite age as stated in SMC 5.10.030(A). Any one of the following shall be accepted as documentation of age:
- i. A motor vehicle operator's license issued by any state bearing the applicant's photograph and date of birth;
- ii. A state-issued identification card bearing the applicant's photograph and date of birth:
 - iii. An official passport or military ID issued by the United States of America; or
 - iv. An immigration card issued by the United States of America.
- d. A complete statement of all convictions of the applicant for any misdemeanor or felony violations in this or any other city, county, or state within five years immediately preceding the date of the application, except parking violations or minor traffic infractions.
 - e. A description of the applicant's principal activities or services to be rendered.
- f. Two two-inch by two-inch color passport-quality photographs of the applicant, taken within six months of the date of application showing only the full face.
- 2. The clerk may request additional information or clarification when necessary to determine compliance with this chapter.
- 3. Upon receipt of the complete application and fee, the clerk shall provide copies to the police department for its investigation and review for compliance with this chapter.
- 4. A manager's license shall be issued by the clerk by the end of the next business day following receipt of a complete application and fee, unless the clerk determines that the applicant has failed to provide any information required to be supplied according to this chapter, or that the applicant is a person of a class specified in SMC 5.10.030. Upon request of the applicant, the clerk shall grant an extension of time not to exceed 20 additional days in which to provide all information required for license application. If the clerk determines that the applicant has failed to meet any of the requirements for issuance of a manager's license, the clerk shall deny the application in writing and shall cite the specific reasons therefor, including applicable laws. If the clerk fails to approve or deny the application by the end of the next business day, the applicant may, subject to all other applicable laws, commence work as an adult cabaret manager in a duly licensed adult cabaret until notified, in writing, by the clerk that the applicant has been denied or the final disposition of the appeal if the applicant appeals the clerk's decision.
 - C. Entertainer's License.

- 1. No person shall work as an entertainer at an adult cabaret without an applicable entertainer's license issued by the city. Each applicant for an entertainer's license shall complete an application on forms provided by the city containing the information identified below. A nonrefundable application fee as set forth in the business license fee schedule in SMC 3.07.035 of \$100.00 shall accompany the application. A copy of the application shall be provided to the police department for its review, investigation and recommendation. All applications for an entertainer's license shall be signed by the applicant and certified to be true under penalty of perjury. The entertainer's license application shall require the following information:
- a. The applicant's name, home address, home telephone number, date and place of birth, Social Security number, and any stage names or nicknames used in entertaining.
- b. The name and address of each business at which the applicant intends to work as an entertainer.
- c. Documentation that the applicant has attained requisite age as stated in SMC 5.10.030(A). Any one of the following shall be accepted as documentation of age:
- i. A motor vehicle operator's license issued by any state bearing the applicant's photograph and date of birth;
- ii. A state-issued identification card bearing the applicant's photograph and date of birth:
 - iii. An official passport or military ID issued by the United States of America; or
 - iv. An immigration card issued by the United States of America.
- d. A complete statement of all convictions of the applicant for any misdemeanor or felony violations in this or any other city, county, or state within five years immediately preceding the date of the application, except parking violations or minor traffic infractions.
 - e. A description of the applicant's principal activities or services to be rendered.
- f. Two two-inch by two-inch color passport-quality photographs of the applicant, taken within six months of the date of application showing only the full face.
- 2. The clerk may request additional information or clarification when necessary to determine compliance with this chapter.
- 3. Upon receipt of the complete application and fee, the clerk shall provide copies to the police department for its investigation and review for compliance with this chapter. An entertainer's license shall be issued by the clerk by the end of the next business day following receipt of a complete application and fee, unless the clerk determines that the applicant has failed to provide any information required to be supplied according to this chapter, or that the applicant is a person of a class specified in SMC 5.10.030. Upon request of the applicant, the clerk shall grant an extension of time not to exceed 20 additional days in which to provide all information required for license application. If the clerk determines that the applicant has failed to meet any of the requirements for issuance of an entertainer's license, the clerk shall deny the application in writing and shall cite the specific reasons therefor, including applicable laws. If the clerk fails to approve or deny the application by the end of the next business day, the applicant may, subject to all other applicable laws, commence work as an entertainer in a duly licensed adult cabaret until notified, in writing, by the clerk

that the application has been denied or the final disposition of the appeal if the applicant appeals the clerk's decision

Section 10. Repeal. Section 5.10.050 of the Shoreline Municipal Code is hereby repealed.

Section 11. Amendment. Section 5.10.080 of the Shoreline Municipal Code is hereby amended to read as follows:

- 5.10.080 License term Assignment Renewals.
- A. Licenses shall expire one year from the date of issue.
- B. Application for renewal of licenses issued hereunder shall be made to the clerk no later than 30 days prior to the expiration of adult cabaret licenses. The renewal license shall be issued in the same manner and on payment of the same fees as for an original application under this chapter. There shall be assessed and collected by the clerk an additional charge, computed as a percentage of the license fee, on applications not made on or before said date, as set forth in the business license fee scheduled in SMC 3.07.035. follows:

— Days Past-Due——	Percent of License Fee
7 30	10%
31-60	25%
— 61 and over	100%

C. The clerk shall renew a license upon receipt of a complete application and fee, and subject to compliance with the provisions of SMC 5.10.040 regarding original licenses.

Section 12. Amendment. Section 5.15.050 of the Shoreline Municipal Code is hereby amended to read as follows

- 5.15.050 License fee Terms Assignment Renewals.
- A. The license year for licenses under this chapter shall be one year from date of issue. Except as hereinafter provided, all license fees under this chapter shall be payable on an annual basis. Annual license fees are set forth in the busines license fee schedule in SMC 3.07.035 SMC. shall be as follows:
- 1. Panoram premises license, \$200.00 per year;
- 2.-Panoram device license, \$50.00 per year for each device; and
- 3. Panoram operator license, \$500.00 per year.
- B. License fees under subsection A of this section shall not be prorated, except that if the original application of a license is made subsequent to June 30th in any year, the license fee for the remainder of that year shall be one-half of the annual license fee. Licenses issued under this chapter may not be assigned or transferred to other premises, operators or devices.
- C. On or before December 31st of each year, a licensee under this chapter shall file an application for renewal of each license he wishes to use in the next license year. An application for renewal of a license shall be filed in the same manner as an

original application for such a license, and shall be accompanied by a renewal fee in an amount equal to the license fee applicable to an original application for such a license under this section. On renewal applications filed after December 31st, the clerk shall assess and collect an additional charge as set forth in the busines license fee schedule in Chapter 3.07 SMC. follows:

- 1. If the application is more than six but less than 31 days late, the additional charge is 10 percent of the renewal fee; and
- 2. If the application is more than 30 but less than 61 days late, the additional charge is 25 percent of the renewal fee.

Section 13. Repeat. Section 3.01.015 of the Shoreline Municipal Code is hereby repealed.

Section 14. Recodification. Section 3.01.070 of the Shoreline Municipal Code is recodified into section 3.01.040 of the Shoreline Municipal Code and section 3.01.040 of the Shoreline Municipal Code is recodified into section 3.01.070 of the Shoreline Municipal Code.

Section 15. Amendment to Annual Adjustments. Ordinance No. 218, Section 4, is amended to read as follows:

The fee schedules in Chapter 3.01 of the Shoreline Muncipal Code shall be automatically updated on an annual basis on January 1st of each year by the Seattle Consumer Price Index for all urban consumers (CPI-U). The adjustment shall be calculated each year and included in the City Manager's Proposed Budget. The annual adjustment shall be based on the CPI-U average for the period that includes the last six months of the previous budget year and the first six months of the current budget year. The City Manager may choose to not include annual CPI-U adjustments in the City Manager's Proposed Budget and the City Council may choose to not include annual CPI-U adjustments in the Adopted Budget for select user fees in any individual budget year without impacting the full force of this section for subsequent budget years.

The annual adjustments to the fees in <u>Chapter 3.01 of the Shoreline Municipal Code</u> Exhibit A shall be rounded to the nearest dollar with the exception of the Building Permit fees which shall be rounded to the nearest quarter dollar. The annual adjustments to the fees in Exhibits B and C shall be rounded to the nearest quarter dollar.

Section 16. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. The ordinance shall take effect and be in full force five days after passage and publication.

PASSED BY THE CITY COUNCIL ON NOVEMBER 27, 2006.

		Mayor Robert L. Ransom	
ATTEST:		APPROVED AS TO FORM:	
Scott Passey		lan Sievers	
City Clerk		City Attorney	
Date of Publication: Effective Date:	December 1, 2006 December 6, 2006		

	EXHIBIT A
3.01.010 Planning and development services	
Type of Permit Application APPEALS	Fee (based on \$127.00 <u>\$132.25</u> per hour)
Appeals	\$390.00
BUILDING	4370,00
Building Permit (based on the "building permit valuations" as defined in section R108.3 of the International Residential Code and section 108.3 of the International Building Code):	Minimum fee is \$127.00
\$501 - \$2,000	\$23.50 for the first \$500.00 + \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.
<u>\$2,001 - \$25,000</u>	\$69.25 for the first \$2,000, + \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
<u>\$25,001 - \$50,000</u>	\$391.25 for the first \$25,000 + \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
<u>\$50,001 - \$100,000</u>	\$643.75 for the first \$50,000 + \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
<u>\$100,001 - \$500,000</u>	\$993.75 for the first \$100,000 + \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
<u>\$500,001 - \$1,000,000</u>	\$3,233.75 for the first \$500,000 + \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
\$1,000.001 +	\$5,608.75 for the first \$1,000,000 + \$3.15 for each additional \$1,000, or fraction thereof.
Structural Plan Review	65% of the building permit fee
Civil Plan Review, Commercial (if applicable)	Hourly rate, 5-hour minimum (\$661.25)
Civil Plan Review, Residential (if applicable	Hourly rate, 3-hour minimum (\$396.75)

	<u> </u>
All Other Plan Review of Work	Hourly rate, 1-hour minimum (\$127.00)
ELECTRICAL	
- Lade Ville	Permit fee described in WAC 296-46B-
	905, plus a 20% handling administrative
Electrical Permit	fee
FIRE	
Automatic Fire Alarm System:	
Existing System	
	Hourly rate, 1-hour minimum (\$127.00)
New or relocated devices up to 5	(\$132.25)
	Hourly rate, 3-hour minimum (\$381.00)
New or relocated devices 6 up to 12	(\$396.75)
Each additional new or relocated device over 12	\$5.00 \$5.25 per device
	Hourly rate, 4-hour minimum (\$508.00)
New System	(\$529.00)
Each additional new or relocated device over 30	\$5.00 \$5.25 per device
Fire Extinguishing Systems:	
Commercial Cooking Hoods	
	Hourly rate, 3-hour minimum (\$381.00)
1 to 12 flow points	(\$396.75)
	Hourly rate, 4-hour minimum (\$508.00)
More than 12	(\$529.00)
	Hourly rate, 4-hour minimum (\$508.00)
	, , , , , , , , , , , , , , , , , , , ,
Other Fixed System Locations	(\$529.00)
Other Fixed System Locations Fire Pumps:	, , , , , , , , , , , , , , , , , , , ,
	(\$529.00)
Fire Pumps:	(\$529.00) Hourly rate, 4-hour minimum (\$508.00) (\$529.00)
Fire Pumps: Commercial Systems	(\$529.00) Hourly rate, 4-hour minimum (\$508.00) (\$529.00)
Fire Pumps: Commercial Systems Commercial Flammable/Combustible Liquids	(\$529.00) Hourly rate, 4-hour minimum (\$508.00) (\$529.00)

Underground Tank Installations	
First tank	Hourly rate, 2-hour minimum (\$254.00) (\$264.50)
Additional	Hourly rate, 1-hour minimum (\$127.00) (\$132.25)
Underground Tank Piping (with new tank)	Hourly rate, 2-hour minimum (\$254.00) (\$264.50)
Underground Tank Piping Only (vapor recovery)	Hourly rate, 3-hour minimum (\$381.00) (\$396.75)
Underground Tank Removal	
First tank	Hourly rate, 2-hour minimum (\$254.00) (\$264.50)
Additional tank	\$65.00 \$66.25 per additional tank
Compressed Gas Systems (exception: medic permit):	al gas systems require a plumbing
Excess of quantities in IFC Table 105.6.9	Hourly rate, 2-hour minimum (\$254.00) (\$264.50)
High-Piled Storage:	
Class I – IV Commodities:	
501 – 2,500 square feet	Hourly rate, 2-hour minimum (\$254.00) (\$264.50)
2,501 – 12,000 square feet	Hourly rate, 3-hour minimum (\$381.00) (\$396.75)
Over 12,000 square feet	Hourly rate, 4-hour minimum (\$508.00) (\$529.00)
High Hazard Commodities:	
501 – 2,500 square feet	Hourly rate, 3-hour minimum (\$381.00) (\$396.75)
Over 2,501 square feet	Hourly rate, 5-hour minimum (\$635.00) (\$661.25)
Underground Fire Mains and Hydrants	Hourly rate, 3-hour minimum (\$381.00) (\$396.75)
Industrial Ovens:	
Class A or B Furnaces	Hourly rate, 2-hour minimum (\$254.00) (\$264.50)
Class C or D Furnaces	Hourly rate, 4-hour minimum (\$508.00) (\$529.00)
LPG (Propane) Tanks:	
Commercial, less than 500-Gallon Capacity	Hourly rate, 2-hour minimum (\$254.00) (\$264.50)

	Hourly rate, 3-hour minimum (\$381.00)
Commercial, 500-Gallon+ Capacity	(\$396.75)
Commercial, Temporary	Hourly rate, 1-hour minimum (\$127.00) (\$132.25)
Residential 0 – 500-Gallon Capacity	Hourly rate, 1-hour minimum (\$127.00) (\$132.25)
Spray Booth	Hourly rate, 4-hour minimum (\$508.00) (\$529.00)
Sprinkler Systems (each riser):	
New Systems	Hourly rate, 5-hour minimum (\$635.00) (\$661.25), plus \$3.00 per head
Existing Systems	
l – 10 heads	Hourly rate, 3-hour minimum (\$381.00) (\$396.75)
11 – 20 heads	Hourly rate, 4-hour minimum (\$508.00) (\$529.00)
More than 20 heads	Hourly rate, 5-hour minimum (\$635.00) (\$661.25)
Residential (R-3) 13-D System	
I – 30 heads	Hourly rate, 3-hour minimum (\$381.00) (\$396.75)
More than 30 heads	Hourly rate, 3-hour minimum (\$381.00) (\$396.75), plus \$3.00 per head
Voluntary 13-D Systems in residencies when not required otherwise	Hourly rate, 1-hour minimum (\$127.00) (\$132.25)
Standpipe Systems	Hourly rate, 4-hour minimum (\$508.00) (\$529.00)
Temporary Tents and Canopies	Hourly rate, 1-hour minimum (\$127.00) (\$132.25)
MECHANICAL	
Residential furnace Mechanical System Base	Hourly rate, 1-hour minimum (\$127.00) (\$132.25) (including 4 pieces of equipment), \$10.00 per piece of equipment over 4
Residential-Fireplace (up to two)	Hourly rate, 1-hour minimum (\$127.00)
Commercial Mechanical System Base	Hourly rate, 3-hour minimum (\$381.00) (\$396.75) (including 4 pieces of equipment), \$10.00 per piece of equipment over 4

All Other Mechanical (Residential and Commercial)	Hourly rate, 1-hour minimum (\$127.00) (\$132.25)
Planned Action Determination	(4:55:45)
PLUMBING	
Plumbing Systems Base (including 4 fixtures), \$10.00 per fixture over 4	Hourly rate, 1-hour minimum (\$127.00) (\$132.25) (including 4 fixtures), \$10.00 per fixture over 4
Gas Piping Systems Base standalone permit (including 4 outlets), \$10.00 per outlet over 4	Hourly rate, 1-hour minimum (\$127.00) (\$132.25) (including 4 outlets), \$10.00 per outlet over 4
Backflow Prevention Device Base - <u>standalone</u> <u>permit over 4 (including 4 devices), \$10.00 per device</u>	Hourly rate, 1-hour minimum (\$127.00) (\$132.25) (including 4 devices), \$10.00 per device
Backflow Prevention Device as part of a plumbing systems permit	\$10.00 per outlet
ENVIRONMENTAL REVIEW	
Environmental Checklist (SEPA):	
Single-Family	Hourly rate, 10-hour minimum (\$1,270) (\$1,322.50)
Multifamily/Commercial	Hourly rate, 15-hour minimum (\$1,905) (\$1,983.75)
Environmental Impact Statement Review	Hourly rate, 35-hour minimum-(\$4,445) (\$4,628.75)
LAND USE	
Accessory Dwelling Unit	Hourly rate, 1-hour minimum (\$127.00) (\$132.25)
Adult Family Home	Hourly rate, 2-1/2-hour minimum (\$318.00) (\$330.75)
Clearing and Grading Permit	Hourly rate, 3 hour minimum (\$381.00)
Comprehensive Plan Amendment – Site Specific	Hourly rate, 60-hour minimum (\$7,620) (\$7,935), plus public hearing (\$1,950) (\$2,032)
Conditional Use Permit (CUP)	Hourly rate, 30-hour minimum (\$3,810) (\$3,967.50), plus public hearing (\$1,950)
Continuation and/or Minor-Alteration of Nonconforming Use	Hourly rate, 1-hour-minimum (\$127.00)
Critical Areas Reasonable Use Permit (CARUP)	Hourly rate, 8-hour minimum (\$1,016) Hourly rate, 60-hour minimum (\$7,935), plus public hearing (\$2,032)

	
	Hourly rate, 8-hour-minimum (\$1,016)
	Hourly rate, 60-hour minimum (\$7,935),
Critical Areas Special Use Permit (CASUP)	plus public hearing (\$2,032)
Home Occupation, Bed and Breakfast,	Hourly rate, 1-hour minimum (\$127.00)
Boarding House	(\$132.25)
Interpretation of Development Code	Hourly rate, 1-hour minimum (\$132.25)
Master Plan	Hourly rate, 60-hour minimum (\$7,620) (\$7,935), plus public hearing (\$1,950) (\$2,032)
Planned Action Determination	Hourly rate, 1-hour minimum (\$132.25)
Rezone	Hourly rate, 60-hour minimum (\$7,620) (\$7,935), plus public hearing (\$1,950) (\$2,032)
SCTF Special Use Permit (SUP)	Hourly rate, 60-hour minimum (\$7,620) (\$7,935), plus public hearing (\$1,950) (\$2,032)
Sign Permit	Hourly rate, 2-hour minimum (\$254.00) (\$264.50)
Site-specific comprehensive plan amendment	Hourly rate, 60-hour-minimum (\$7,620), plus public hearing (\$1,950)
Special Use Permit	Hourly rate, -50-hour 60-hour minimum (\$6,350) (\$7,935), plus public hearing (\$1,950) (\$2,032)
Street Vacation	Hourly rate, 40-hour 60-hour minimum (\$6,350) (\$7,935), plus public hearing (\$1,950) (\$2,032)
Temporary Use Permit (TUP)	Hourly rate, 2-hour minimum (\$254.00) (\$264.50)
Variance from <u>-</u> Engineering Standards	Hourly rate, 3-hour minimum (\$381.00) (\$396.75)
Zoning-Variances - Zoning	Hourly rate, 30-hour minimum (\$3,810) (\$3,967.50), plus public hearing if required (\$1,950)
MISCELLANEOUS FEES	
Critical Area Field Signs	\$5.00/each
Interpretation of Development Code	Hourly rate, 1-hour minimum (\$127.00) (\$132.25)
Pre-Application Meeting	Hourly rate, 1 hour minimum (\$127.00)
Permit Fee for Work Commenced Without a Permit	Twice the Applicable Permit Fee

Expedited Review – Building or Site	Twice the applicable permit fee(s)
Development Permits	Twice the applicable permit fee(s)
All Other Fees Per Hour	Hourly rate, 1-hour minimum (\$127.00) (\$132.25)
All Other rees Fel Houl	
	Hourly rate, 3 -hour minimum for
	processing land use permits plus current King County Assessors fee for
Multiple Family Tax Exemption Application	administering the Multiple Family Tax
Fee	Exemption program
Extension of the Conditional Certificate for the	
Multiple Family Tax Exemption Application	
Fee	\$121.00
RIGHT OF WAY	
	Hourly rate, 1-hour minimum (\$127.00)
Right-of-Way Use	(\$132.25)
	Hourly rate, 2-hour minimum (\$254.00)
Right-of-Way Temporary Use Site	(\$264.50)
	Hourly rate, 40-hour minimum (\$5,080),
Street Vacation	plus public hearing if required (\$1,950)
SHORELINE SUBSTANTIAL DEVELOPME	ENT
	Hourly rate, 30-hour minimum (\$3,810)
Shoreline Conditional Use Permit	(\$3,967.50)
	Hourly rate, 2-hour minimum (\$254.00)
Shoreline Exemption	(\$264.50)
	Hourly rate, 30-hour minimum (\$3,810)
	(\$3,967.50), plus public hearing if
Shoreline Variance	required (\$1,950) (\$2,032)
	(0.005)
OPPA 1 LEGA	Hourly rate, 15-hour minimum (\$1,905)
SEPA checklist	(\$1,983.75)
Substantial Development Permit (based on	
valuation):	II
un to \$10,000	Hourly rate, 15-hour minimum (\$1,905)
up to \$10,000	(\$1,983.75)
\$10,000 to \$500,000	Hourly rate, 34-hour minimum (\$4,318) (\$4,496.50)
\$10,000 to \$500,000	
over \$500,000	Hourly rate, 60-hour minimum (\$7,620) (\$7,935)
	(\pu_1222)
SITE DEVELOPMENT Geoding	Hourly rate, 3-hour minimum (\$396.75)
Grading	Hourly rate, 3-hour minimum (\$396.75)
Clearing	Flourty fale, 3-nour minimum (\$390.73)

Landscaping	Hourly rate, 3-hour minimum (\$396.75)
Parking Lot	Hourly rate, 3-hour minimum (\$396.75)
Subdivision Construction	Hourly rate, 12-hour minimum (\$1,587)
SUBDIVISIONS	
Binding Site Plan	Hourly rate, 6-hour minimum (\$762.00) (\$793.50)
Lot Line Adjustment	Hourly rate, 5-hour minimum (\$635.00) (\$661.25)
Preliminary Short Plat <u>Subdivision</u>	Hourly rate, 30-hour minimum (\$3,810) (\$3,967.50) for two-lot short plat subdivision plus — Hourly rate, 3-hour minimum (\$381.00) (\$396.75) for each additional lot, plus public hearing (\$1,950) (\$2,032)
Final Short-Plat Subdivision	Hourly rate, 8-hour minimum (\$1,016) (\$1,058)
Site Development (Engineering Plans Review	
and Inspections)	Hourly rate, 12 hour-minimum (\$1,524)
Short Plat Change	Hourly rate, 12 hour minimum (\$1,524)
Preliminary Subdivision	Hourly rate, 38 hour 39-hour minimum (\$4,826) (\$5,175) for five-lot subdivision plus 3-hour minimum (\$396.75) for each additional lot, plus \$34.00/lot-plus public hearing (\$1,950) (\$2,032)
Treatment Subdivision	Hourly rate, 30-hour minimum (\$3,810)
Final Subdivision	(\$3,967), plus \$21.00/lot
Changes to Preliminary Short or Formal	
Subdivision	Hourly rate, 12-hour minimum (\$1,587)
SUPPLEMENTAL FEES	

	<u>,</u> ,
Supplemental Building Permit Fees	Projects that exceed the normal limits of anticipated work hours required for plan review of inspections because of scale or complexity may be assessed additional fees. All fees are calculated at \$127.00 per hour, minimum of one hour. Additional review fees may be assessed if plan revisions are incomplete, corrections not completed, the original scope of the project has changed, or the scale and complexity results in review hours exceeding the minimums identified in this schedule. Fees will be assessed at \$132.25 per hour, minimum one hour. Reinspection fees may be assessed if work is incomplete, corrections not completed or the allotted time is depleted. Fees will be assessed at
	1 -
	\$127.00 \$132.25 per hour, minimum one
Reinspection fees	hour.

FEE REFUNDS

The city manager or designee may authorize the refunding of:

- 1. One hundred percent of any fee erroneously paid or collected.
- 2. Up to 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
- 3. Up to 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
- 4. The city manager or designee shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

EXHIBIT B

3.01.025 Hearing Examiner fees.

Action	Fee
Appeal	\$406.40

EXHIBIT C

	Resident Rate	Nonresident Rate
Outdoor Rental Fees		
Picnic shelters (same for all groups)		
Half Day	\$40.00-\$42.00	\$44. 00 - <u>\$46.00</u>
Full Day	\$ 60.00 <u>\$63.00</u>	\$ 66.00 <u>\$69.00</u>
Athletic Fields		
Lights for All Fields (determined by dusk schedule)	\$ 14.50 \$ <u>15.00</u>	\$14.50 <u>\$15.00</u>
Senior/Youth League Game and/or Practice	\$3.00	\$3.50 <u>\$4.00</u>
Adult Practice	\$13.00 <u>\$14.00</u>	\$14.50 <u>\$15.00</u>
Adult League	\$25.00 <u>\$26.00</u>	\$27.50 \$29.00
Field Turf		
Peak Time (Monday – Friday after 3:00	p.m.; all day Saturday	and Sunday)
Peak Time Senior/Youth League Game and/or Practice	\$15.00	\$20.00
Peak Time Adult Practice	\$55.00	\$65.00
Peak Time Adult League	\$55.00	\$65.00
Non-Peak Time (Monday – Friday, 9:00	a.m. until 3:00 p.m.)	
Non-Peak Time Senior/Youth League Game and/or Practice	\$15.00	\$20.00
Non-Peak Time Adult Practice	\$15.00	\$20.00
Non-Peak Time Adult League	\$15.00	\$20.00

Indoor Rental Fees			
Richmond Highlands (same for all gr Maximum Attendance 214	oups) –		
Entire Building (including building monitor)	\$50.00 \$52.00 per hour (two hour minimum)	\$55.00 \$57.00 per hour (two hour minimum)	
Gym Only	\$40.00 \$42.00 per hour (two hour minimum)	\$44.00 \$46.00 per hour (two hour minimum)	
Cafe/Game Room	\$40.00 \$42.00 per hour (two hour minimum)	\$44.00 \$46.00 per hour (two hour minimum)	
Spartan Recreation Center			
Spartan Recreation Center Fees for Y	outh Organizations		
Multi-Purpose Room 1	\$10.00 per hour	\$11.00 per hour	
Multi-Purpose Room 1 w/Kitchen	\$16.00 \$17.00 per hour	\$17.50 \$18.00 per hour	
Multi-Purpose Room 2	\$10.00 per hour	\$11.00 per hour	
Multi-Purpose Room 2 w/Kitchen	\$16.00 \$17.00 per hour	\$17.50 \$18.00 per hour	
Gymnastics Room	\$10.00 per hour	\$11.00 per hour	
Dance Room	\$10.00 per hour	\$11.00 per hour	
Gym – One Court	\$15.00 \$16.00 per hour	\$16.50 \$17.00 per hour	
Entire Gym	\$30.00 \$31.00 per hour	\$33.00 \$34.00 per hour	
Entire Facility	\$77.00 \$80.00 per hour	\$85.00 \$89.00 per hour	
Basic Party Package (includes 8 people) \$80.00 \$83.00 per	\$86.00 \$90.00 per	

	hour	,	<u>hour</u>	
	\$1.5 0 <u>hour</u>	\$ 2.00 per	\$1.50 hour	\$ 2.00 per
1	\$180.00 hour	\$188.00 per	\$186.00 hour	\$194.00 per
g · (· · ·	\$230.00 hour	\$239.00 per	\$236.00 per hour	\$246.00
Extra Individual for Deluxe or Custom Party	\$9.00 <u>per</u>	hour	\$9.00 per	hou <u>r</u>
Spartan Recreation Center Fees for Ac	dult Grou	ps:		
	\$20.00 hour	\$ 21.00 per	\$22.00 <u>hour</u>	\$23.00 per
	\$29.0 0 <u>hour</u>	\$30.00 per	\$32.00 <u>hour</u>	\$33.00 per
	\$20.00 hour	\$21.00 per	\$22.00 hour	\$23.00 per
	\$29.00 hou <u>r</u>	\$30.00 per	\$32.00 hour	\$33.00 per
	\$20.00 hour	· · · ·	\$22.00 hour	\$23.00 per
	\$20.00 hour		\$22.00 hour	\$23.00 per
1.	\$29.00 hour		\$32.00 hour	\$33.00 per
· · · · · · · · · · · · · · · · · ·	\$55.00 hou <u>r</u>		\$60.00 hour	\$63.00 per
Entire Facility	\$105.00 hour		\$115.00 hour	\$120.00 per

Other Indoor Rental Fees:				
Damage Deposit (refundable)	\$175.0 0	\$182.00	\$175.00	\$182.00
Supervision Fee (if applicable)	\$16.00 hour	\$ 17.00 per	\$16.00 hour	\$ 17.00 per
Daily Rates	Not to exc \$700.00/c \$730.00/c	la y	Not to ex \$700.00/c	lay
Spartan Gym Tarp Installation	\$55.00		\$55.00	
Concession/Admission/Sales During Facility Use:	Not to exc \$100.00/d		Not to exc \$100.00/c	

- Twenty percent of the gross revenue collected will be remitted to the city of Shoreline if concession sales are charged on-site by the individuals or organizations renting a city-owned facility.
- Twenty percent of the gross revenue collected will be remitted to the city of Shoreline
 if spectator admissions are charged on-site by the individuals or organizations renting
 a city-owned facility.
- Twenty percent of the gross amount will be remitted to the city of Shoreline if an individual or organization rents a city facility for a clinic, camp, or a class where the participants are charged a fee.
- Any individual or organization that is required to pay concession/admission fee must complete the appropriate permit application.
- Concession/admission/sales fees may be modified at the discretion of the director of Shoreline parks and recreation.

Drop-In Fees:

<u> </u>		
Showers Only	\$1.00	\$1.00
Youth Drop-In	\$1.00	\$1.00
Youth Drop-In 10-Punch Card	\$8:00 \$8.50	\$9.00 \$ 9.50
Youth Drop-In 3-Month Pass	\$2 0.00 \$21.00	\$22.00 \$23.00
Adult Drop-In	\$2.00	\$2.50

Adult Drop-In 10-Punch Card	\$18.00	\$19.00	\$22.00	\$23.00
Adult Drop-In 3-Month Pass	\$46.00	\$48.00	\$50.00	\$52.00
Aquatics Drop-In Fees				
Adult	\$3.25	<u>\$3.50</u>	\$ 3.75	\$4.00
Child/Senior/Disabled	\$2.25	<u>\$2.50</u>	\$2.50	\$2.75
Family	\$8.00	<u>\$8.50</u>	\$9.00	\$9.50
Adult – Real Deal	\$1.50		\$2.00	
Child/Senior/Disabled – Real Deal	\$1.00		\$1.25	
Adult – 10 Punch	\$26.00	\$28.00	\$30.00	\$32.00
Child/Senior/Disabled – 10 Punch	\$18.00		\$22.00	
Family - 10 Punch	\$64.00	\$68.00	\$72.00	\$76.00
1 Month:				,
Adult	\$44.00	<u>\$46.00</u>	\$48.00	\$50.00
Child/Senior/Disabled	\$26.00	\$27.00	\$28.50	\$30.00
Family	\$108.00	\$113.00	\$121.00	<u>\$126.00</u>
3 Month:				
Adult	\$117.00	\$122.00	\$135.00	\$141.00
Child/Senior/Disabled	\$78.00	\$81.00	\$99.00	\$103.00
Family	\$234.00	\$244.00	\$270.00	\$281.00
6 Month:				
Adult	\$189.00	\$197.00	\$202.00	\$210.00
Child/Senior/Disabled	\$135.00	\$141.00	\$148.00	<u>\$154.00</u>
Family	\$378.00	\$394.00	\$405.00	\$422.00

1 Year Pass:				
Adult	\$330.00	\$344.00	\$354.0 0	\$369.00
Child/Senior/Disabled	\$236.00	\$246.00	\$259.00	\$270.00
Family	\$661.00	\$689.00	\$708.00	\$738.00
Aquatics Lesson and Rental Fee	Schedule			
Lesson Program:				
Parent and Tot	\$4. 25	\$ 4.50	\$4 .75	\$5.00
Preschool (1 – 5)	\$4. 25	\$ 4.50	\$4.75	\$5.00
Youth (1 and 2)	\$4. 25	<u>\$ 4.50</u>	\$4. 75	\$5.00
Youth (3 – 7)	\$4.2 5	<u>\$ 4.50</u>	\$4 .75	\$5.00
Adult	\$4. 25	\$ 4.50	\$4. 75	\$5.00
Water Fitness – Adults	\$4.25		\$4.75	
Water Fitness – Adults 10x	\$36.00	,	\$40.00	
Water Fitness – Senior	\$3.00		\$3.75	
Water Fitness – Seniors 10x	\$24.00		\$28.00	
Arthritis – Adults	\$3.50		\$3.75	
Arthritis – Adults 10x	\$35.00		\$37.50	
Arthritis – Seniors	\$3.50		\$3.75	
Arthritis – Seniors 10x	\$35.00		\$37.50	
Other Programs:				
Swim Day Camp	\$90.00	\$ 95.00	\$100.00	\$105.00
Gators Swim/Dive 7 wks	\$100.00	\$105.00	\$110.00	\$115.00
Rentals:				

School District: Per 60 Kids/ Per Hour (nonagreement)	\$30.00	\$ 35.00	NA	
Rentals Ongoing (non-swim team)	\$55.00	\$ 60.00	NA	
Swim Team Per Lane/Hour	\$8.00	\$ 9.00	NA	
Public Rentals Per Hour:				
1 – 60 People	\$90.00	\$100.00	\$100.00	\$110.00
61 – 150 People	\$125.00	\$135.00	\$145.00	\$155.00

3.01.035 Business license fees	
License	<u>Fee</u>
General licenses	
Regulated massage business	\$166.00
Massage manager	\$36.00
Public dance	\$114.00
Pawnbroker	<u>\$531.00</u>
Secondhand	\$51.00
Master solicitor	<u>\$104.00</u>
Solicitor	<u>\$26.00</u>
Duplicate license	\$5.00
amount of such penalty is fixed a A. For a license requiring a fee	n all applications for renewal of a general license ays after the expiration date of such license. The s follows: of less than \$50.00, 20 percent of the required fee. of more than \$50.00, 10 percent of the required fee.
Adult cabaret operator's license	\$531.00
Adult cabaret manager's license	\$114.00
Adult cabaret entertainer's license	\$114.00
Duplicate license	\$5.00
Late fees for adult cabaret licenses: There shall be assessed and colle percentage of the adult cabaret lidate, as follows: Days Past Due	cted by the clerk an additional charge, computed as a cense fee, on applications not made on or before said
7 - 30	10%

31 - 60	25%
61 and over	100%
Panoram	
Panoram premise license	<u>\$218.00</u>
Panoram device license	\$62.00
	\$531.00 per year/plus additional \$10 fee for
Panoram operator license	background checks for any additional operators
Duplicate license	<u>\$5.00</u>

Renewals for panoram licenses:

On renewal applications for panoram licenses filed after December 31st, the clerk shall assess and collect an additional charge as follows:

- A. If application is more than six but less than 31 days late, the additional charge is 10% of the renewal fee.
- B. If application is more than six but less than 30 but less than 61 days late days late, the additional charge is 25% of the renewal fee.

EXHIBIT E

3.01.050 Public records.	1
	Fee
Black and white photocopies up to 11 by 17 inches – if more than five pages	\$0.15 per page
Black and white photocopies larger than 11 by 17 inches	\$3.00 per page
Publication on CD	\$2.00 per CD
Recording on DVD	\$3.00 per DVD
Video tapes	\$12.00 <u>\$12.50</u> per tape
Audio tapes	\$2.00 per tape
Photographic prints and slides	Cost charged by vendor, depending on size and process
Color photocopies and GIS maps up to 11 by 17 inches	\$1.50 per page
GIS maps larger than 11 by 17 inches	\$1.50 per square foot
Mylar sheets	\$5.30 \$5.50 per sheet
Clerk certification	\$1.00 per document
Custom GIS mapping and data requests	\$75.00 <u>\$78.00</u> per hour (1 hour minimum)
Financial Fees	
Insufficient funds or a closed account shall be assessed a collection fee	\$25.00

3.01.070 Surface water management rate table.

Rate Category	Percent Impervious Surface	Annual Service Charge	Per Unit	6% Utility Tax	Fee + Utility Tax
Residential: S	ingle-Family Home	\$111 \$120.00	Parcel	\$6.66 - <u>\$7.20</u>	\$117.66 \$127.20
Very Light	Less than or equal to 10%	\$111 \$120.00	Parcel	\$ 6.66 \$7.20	\$117.66 \$127.20
Light	More than 10%, less than or equal to 20%	\$259 \$280.00	Acre	\$15.54 \$16.80	\$274.53 \$296.80
Moderate	More than 20%, less than or equal to 45%	\$534 <u>\$577.00</u>	Acre	\$32.01 \$34.64	\$565.54 \$611.94
Moderately Heavy	More than 45%, less than or equal to 65%	\$1,036 \$1,120.00	Acre	\$ 62.16 \$67.20	\$1,098.12 \$1,187.20
Heavy	More than 65%, less than or equal to 85%	\$1,313 \$1,419.00	Acre	\$78.81 \$85.17	\$1,392.26 \$1,504.63
Very Heavy	More than 85%, less than or equal to 100%	\$1,720 \$1,859.00	Acre	\$103.23 \$111.57	\$1,823.67 \$1,971.03
Minimum Rate		\$111 \$120.00		\$ 6.66 \$7.20	\$117.66 \$127.20

There are two types of service charges: the flat rate and the sliding rate.

- The flat rate service charge of \$111.00 \$120.00 a year applies to single-family homes and parcels with less than 10 percent impervious surface.
- The sliding rate service charge applies to all other properties in the service area. The sliding rate is calculated by measuring the amount of impervious surface on each parcel and multiplying the appropriate rate by total acreage.

Several special rate categories will automatically be assigned to those who qualify.

 An exemption for any home owned and occupied by a low income senior citizen determined by the assessor to qualify under RCW 84.36.381.

- A discount for any parcel served by a city-approved retention/detention (R/D) facility maintained by the owner.
- A discount for any parcel (or part parcel) officially designated as open space.

Categories with Retention/Detention Facilities

The following categories are eligible for reduced rates if they have an approved retention/detention facility:

Rate Category	Discount	Annual Service Charge	Per Unit	6% Utility Tax	Fee + Utility Tax
Residential: Single- Family Home	50%	\$55.50 <u>\$60.00</u>	Parcel	\$3.33 <u>\$3.60</u>	\$58.83 \$63.60
Very Light	50%	\$55.50 <u>\$60.00</u>	Parcel	\$ 3.33 - <u>\$3.60</u>	\$58.83 \$63.60
Light	57%	\$111.00_\$140.00	Acre	\$ 6.66 - <u>\$</u> 8.40	\$117.66 \$148.40

Alternative Mobile Home Park Charge

 Mobile home park assessment can be the lower of the appropriate rate category or the number of mobile home spaces multiplied by the single-family residential rate.

Rate Adjustments

Any person receiving a bill may file a request for a rate adjustment within two years of the billing date. (Filing a request will not extend the payment period.)

Property owners should file a request for a change in the rate assessed if:

- The property acreage is incorrect;
- The measured impervious surface is incorrect;
- The property is charged a sliding fee when the fee should be flat;
- The person or property qualifies for an exemption or discount; or
- The property is wholly or in part outside the service area.



ATTACHMENT C

ORDINANCE NO. 449

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING THE ANNUAL BUDGET OF THE CITY OF SHORELINE FOR THE YEAR 2007

WHEREAS, State law, Chapter 35A.33 RCW requires the City to adopt an annual budget and provides procedures for the filing of a proposed budget, deliberations, public hearings, and final fixing of the budget; and

WHEREAS, a proposed budget for fiscal year 2007 has been prepared and filed, a public hearing has been held for the purposes of fixing the final budget, and the City Council has deliberated and has made adjustments and changes deemed necessary and proper; and

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

Section 1. The 2007 Final Budget for the City of Shoreline for the period January 1, 2007 through December 31, 2007 as set forth in the 2007 Adopted Budget, is hereby adopted.

Section 2. <u>Summary of Revenues and Expenditures</u>. The budget sets forth totals of estimated revenues and estimated expenditures of each separate fund, and the aggregate totals for all such funds, as summarized below:

General Fund	28,353,336
Street Fund	2,422,087
General Reserve Fund	0
Code Abatement Fund	100,000
Asset Seizure Fund	23,500
Public Arts Fund	0
General Capital Fund	23,691,223
City Facility-Major Maintenance Fund	110,000
Roads Capital Fund	7,233,434
Surface Water Utility Fund	5,948,957
Vehicle Operations/Maintenance Fund	139,988
Equipment Replacement Fund	100,000
Unemployment Fund	10,000
Total Fur	s68,132,525

Section 3. Copies of Budget to be Filed. The City Clerk is directed to transmit a complete copy of the Final Budget as adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities as required by RCW 35A.33.075.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. <u>Effective Date.</u> A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. The ordinance shall take effect and be in full force January 1, 2007.

	Mayor Robert Ransom
ATTEST:	APPROVED AS TO FORM:
Scott Passey	Ian Sievers

January 1, 2007

Effective Date:

City of Shoreline
Range Placement Table

2.5% Between Ranges; 4% Between Steps

Salary Table 01 - EXEMPT

						UPDATED		
Range	Title	Salary	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
1		Annual	17,410	18,125	18,840	19,580	20,371	21,188
2		Annual	17,869	18,559	19,299	20,065	20,856	21,699
3		Annual	18,278	19,018	19,784	20,575	21,392	22,260
4		Annual	18,737	19,503	20,269	21,086	21,928	22,822
5		Annual	19,222	19,988	20,805	21,622	22,490	23,383
6		Annual	19,707	20,473	21,316	22,158	23,052	23,971
7		Annual	20,218	21,009	21,852	22,720	23,639	24,583
8		Annual	20,729	21,545	22,388	23,307	24,226	25, 196
9		Annual	21,214	22,082	22,949	23,868	24,839	25,834
10		Annual	21,775	22,643	23,537	24,481	25,451	26,472
11		Annual	22,286	23,205	24,124	25,094	26,089	27,136
12		Annual	22,847	23,766	24,736	25,706	26,753	27,825
13		Annual	23,435	24,379	25,349	26,370	27,417	28,515
14		Annual	24,022	24,966	25,987	27.034	28,106	29,229
15		Annual	24,609	25,604	26,625	27,698	28,795	29,944
16		Annual	25,247	26,268	27,315	28,387	29,536	30,710
17		Annual	25,885	26,906	27,978	29,102	30,276	31,476
18		Annual	26,498	27,570	28,668	29,816	31,016	32,267
19		Annual	27,162	28,259	29,382	30,557	31,782	33,058
20		Annual	27,851	28,974	30,123	31,348	32,599	33,901
21		Annual	28,540	29,689	30,889	32,114	33,390	34,743
22		Annual	29,280	30,429	31,654	32,931	34,233	35,611
23		Annual	29,995	31,195	32,446	33,748	35,101	36,505
24		Annual	30,761	31,961	33,263	34,590	35,969	37,398
25		Annual	31,501	32,778	34,080	35,458	36,862	38,343

Salary Table 01 - EXEMPT

						01 DA125 001, 2000				
Range	Title	Salary	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6		
26		Annual	32,293	33,595	34,922	36,326	37,781	39,313		
27		Annual	33,110	34,437	35,841	37,271	38,751	40,283		
28		Annual	33,952	35,305	36,709	38,190	39,721	41,304		
29		Annual	34,794	36,198	37,653	39,134	40,717	42,325		
30		Annual	35,662	37,092	38,572	40,130	41,712	43,397		
31		Annual	36,556	38,036	39,543	41,125	42,759	44,469		
32		Annual	37,475	38,981	40,538	42,146	43,831	45,593		
33		Annual	38,419	39,951	41,534	43,219	44,929	46,741		
34		Annual	39,364	40,947	42,580	44,291	46,052	47,890		
35		Annual	40,334	41,968	43,627	45,388	47,201	49,090		
36		Annual	41,381	43,014	44,750	46,512	48,375	50,315		
37		Annual	42,376	44,086	45,848	47,686	49,575	51,566		
38		Annual	43,423	45,159	46,971	48,860	50,826	52,843		
39		Annual	44,520	46,307	48,171	50,086	52,102	54,170		
40		Annual	45,644	47,482	49,371	51,362	53,404	55,548		
41	Planner I	Annual	46,792	48,681	50,622	52,638	54,732	56,927		
42		Annual	47,967	49,881	51,872	53,940`	56,085	58,357		
43		Annual	49,167	51,132	53,174	55,293	57,514	59,812		
44		Annual	50,392	52,409	54,502	56,672	58,944	61,292		
45	Planner II Executive Assistant to the City Manager	Annual	51,643	53,710	55,855	58,101	60,424	62,849		
46	Budget Analyst Management Analyst Staff Accountant Recreation Coordinator Grants Specialist	Annual	52,919	55,063	57,259	59,531	61,930	64,407		
47	Human Resources Analyst	Annual	54,298	56,442	58,714	61,037	63,488	66,040		
48	Purchasing Officer	Annual	55,625	57,846	60,169	62,569	65,070	67,674		

Salary Table 01 - EXEMPT

								
Range	Title	Salary	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
49	Coordinator Office of Neighborhoods Emergency Management Coordinator Planner III	Annual	57,029	59,301	61,675	64,126	66,704	69,359
50	Parks & Recreation Project Coordinator Communications Specialist Senior Accountant Recreation Coordinator II	Annual	58,433	60,756	63,207	65,734	68,363	71,095
51	Web Developer	Annual	59,888	62,288	64,790	67,368	70,074	72,882
52	Associate Traffic Engineer Public Works Administrative Manager Development Review Engineer I	Annual	61,420	63,871	66,423	69,078	71,835	74,720
53	Customer Response Team Supervisor Network Administrator	Annual	62,952	65,453	68,083	70,814	73,648	76,583
54	PW Maintenance Supervisor	Annual	64,509	67,087	69,767	72,575	75,486	78,498
55	Capital Projects Manager I GIS Specialist Human Services Manager City Clerk	Annual	66,117	68,772	71,529	74,388	77,375	80,464
56	Parks Superintendent Recreation Superintendent	Annual	67,802	70,508	73,316	76,251	79,289	82,480
57	Database Administrator	Annual	69,487	72,269	75,154	78,166	81,280	84,548
58	Assistant City Attorney	Annual	71,223	74,056	77,017	80,106	83,323	86,641
59	Building Official Economic Development Program Mgr Finance Manager Capital Projects Manager II Surface Water & Enviro Services Manager Traffic Engineer Development Review Engineer II Permit Services Manager	Annual	73,009	75,945	78,957	82,123	85,416	88,811
60		Annual	74,822	77,809	80,923	84,165	87,535	91,032
61		Annual	76,711	79,774	82,965	86,284	89,730	93,330
62	Information Systems Manager Assistant Director PADS	Annual	78,626	81,791	85,059	88,454	91,977	95,653
63		Annual	80,566	83,808	87,152	90,649	94,274	98,052

Salary Table 01 - EXEMPT

					OFDATED OCT, 2000				
Range	Title	Salary	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6	
64	Aurora Corridor Project Manager Communications & IR Director Capital Project Administrator	Annual	82,608	85,901	89,347	92,921	96,623	100,503	
65		Annual	84,650	88,045	91,568	95,219	99,048	103,005	
66	Public Works Operations Manager	Annual	86,769	90,241	93,866	97,618	101,524	105,583	
67		Annual	88,964	92,513	96,214	100,069	104,077	108,212	
68	Human Resources Director	Annual	91,160	94,810	98,588	102,545	106,655	110,918	
69		Annual	93,457	97,184	101,064	105,123	109,310	113,701	
70	Assistant City Manager	Annual	95,780	99,609	103,617	107,753	112,067	116,534	
71		Annual	98,180	102,111	106,196	110,433	114,849	119,444	
	Finance Director Parks, Rec & Cultural Services Director Planning & Devel. Srvcs. Director Public Works Director	Annual	100,656	104,664	108,850	113,216	117,734	122,431	
73	Citty Attorney	Annual	103,158	107,293	111,582	116,049	120,670	125,495	
74	Deputy City Manager	Annual	105,736	109,948	114,364	118,934	123,708	128,634	
75		Annual	108,391	112,731	117,224	121,921	126,796	131,851	

Salary Table 02 - NON-EXEMPT

			UPDATED OCT, 2006					
Range	Title	Hourly Rate	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
1		Hourly	8.37	8.71:	9.06	9.41	9.79	10.19
2		Hourly	8.59	8.92	9.28	9.65	10.03	10.43
3		Hourly	8.79	9.14	9.51	9.89	10.28	10.70
4		Hourly	9.01	9.38	9.74	10.14	10.54	10.97
5		Hourly	9.24	9.61	10.00	10.40	10.81	11.24
6		Hourly	9.47	9.84	10.25	10.65	11.08	11.52
7	,	Hourly	9.72	10.10	10.51	10.92	11.36	11.82
8		Hourly	9.97	10.36	10.76	11.21	11.65	12.11
9	Lifeguard/Instructor II	Hourly	10.20	10.62	11.03	11.48	11.94	12.42
10		Hourly	10.47	10.89	11.32	11.77	12.24	12.73
11		Hourly	10.71	11.16	11.60	12.06	12.54	13.05
12		Hourly	10.98	11.43	11.89	12.36	12.86	13.38
13		Hourly	11.27	11.72	12.19	12.68	13.18	13.71
14		Hourly	11.55	12.00	12.49	13.00	13.51	14.05
15		Hourly	11.83	12.31	12.80	13.32	13.84	14.40
16		Hourly	12.14	12.63	13.13	13.65	14.20	14.76
17		Hourly	12.44	12.94	13.45	13.99	14.56	15.13
18	Senior Lifeguard	Hourly	12.74	13.25	13.78	14.33	14.91	15.51
19		Hourly	13.06	13.59	14.13	14.69	15.28	15.89
20		Hourly	13.39	13.93	14.48	15.07	15.67	16.30
21		Hourly	13.72	14.27	14.85	15.44	16.05	16.70
22		Houriy	14.08	14.63	15.22	15.83	16.46	17.12
23		Hourly	14.42	15.00	15.60	16.22	16.88	17.55
24		Hourly	14.79	15.37	15.99	16.63	17.29	17.98
25		Hourly	15.14	15.76	16.38	17.05	17.72	18.43
26		Hourly	15.53	16.15	16.79	17.46	18.16	18.90
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Salary Table 02 - NON-EXEMPT

	07 54125 001, 2000							
Range	\ Title	Hourly Rate	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
27	Teen Program Assistant Recreation Assistant I	Hourly	15.92	16.56	17.23	17.92	18.63	19.37
28		Hourly	16.32	16.97	17.65	18.36	19.10	19.86
29	Administrative Assistant I	Hourly	16.73	17.40	18.10	18.81	19.58	20.35
30		Hourly	17.15	17.83	18.54	19.29	20.05	20.86
-	Recreation Assistant II Parks Maintenance Worker I Administrative Assistant I	Hourly	17.57	18.29	19.01	19.77	20.56	21.38
32	Public Works Maintenance Worker I Parks Maintenance Worker I	Hourly	18.02	18.74	19.49	20.26	21.07	21.92
33	Finance Technician Administrative Assistant II	Hourly	18.47	19.21	19.97	20.78	21.60	22.47
34	Technical Assistant	Hourly	18.92	19.69	20.47	21.29	22.14	23.02
	Capital Projects Technician Accounts Payable/Payroll Technician Parks Maintonance Worker II Recreation Assistant III Finance Technician Administrative Assistant II	Hourly	19.39	20.18	20.97	21.82	22.69	23.60
36		Hourly	19.89	20.68	21.51	22.36	23.26	24.19
37	Administrative Assistant III Public Works Maintenance Worker II Accounts Payable/Payroll Technician Capital Projects Technician Parks Maintenance Worker II	Hourly	20.37	21.20	22.04	22.93	23.83	24.79
38	Payroll Officer Technical Assistant	Hourly	20.88	21.71	22.58	23.49	24.44	25.41
. 39	Senior Parks Maintenance Worker Facilities Maintenance Worker II Payroll Officer Administrative Assistant III	Hourly	21.40	22.26	23.16	24.08	25.05	26.04
40	Project Inspector I Engineering Technician	Hourly	21.94	22.83	23.74	24.69	25.68	26.71
41	CRT Representative Surface Water Quality Specialist	Hourly	22.50	23.40	24.34	25.31	26.31	27.37
42	Deputy City Clerk Sr. Public Works Maintenance Worker Records and Information Manager	Hourly	23.06	23.98	24.94	25.93	26.96	28.06

Salary Table 02 - NON-EXEMPT

					OF DATE			
Range	Title	Hourly Rate	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
43	Environmental Educator Right-of-Way Inspector Lead Customer Response Team Rep	Hourly	23.64	24.58	, 25.56	26.58	27.65	28.76
44	CRT Representative	Hourly	24.23	25.20	26.20	27.25	28.34	29.47
	Plans Examiner I Planner II	Hourly	24.83	25.82	26.85	27.93	29.05	30.22
46	Lead CRT Representative Recreation Coordinator	Hourly	25.44	26.47	27.53	28.62	29.77	30.96
47	Project Inspector II Code Enforcement Officer Computer/Network Specialist	Hourly	26.10	27.14	28.23	29.34	30.52	31.75
48	·	Hourly	26.74	27.81	28.93	30.08	31.28	32.54
49	Facilities Supervisor	Hourly	27.42	28.51	29.65	30.83	32.07	33.35
50		Hourly	28.09	29.21	30.39	31.60	32.87 ·	34.18
51		Hourly	28.79	29.95	31.15	32.39	33.69	35.04
52	Plans Examiner III	Hourly	29.53	30.71	31.93	33.21	34.54	35.92
53		Hourly	30.27	31.47	32.73	34.05	35.41	36.82
54		Hourly	31.01	32.25	33.54	34.89	36.29	37.74
55		Hourly	31.79	33.06	34.39	35.76 36.66	37.20 38.12	38.68 39.65
56		Hourly	32.60 33.41	33.90 34.74	35.25 36.13	37.58	39.08	40.65
57		Hourly Hourly	34.24		37.03	38.51	40.06	41.65
58 59		Hourly	35.10		37.96		41.07	42.70
60		Hourly	35.97		38.91	40.46	42.08	43.77
61		Hourly	36.88	38.35	39.89	41.48	43.14	44.87
62	·	Hourly	37.80	39.32	40.89	42.53	44.22	45.99
63		Hourly	38.73	40.29	41.90	43.58	45.32	47.14
64		Hourly	39.72	41.30	42.96	44.67	46.45	48.32
65		Hourly	40.70	42.33	44.02	45.78	47.62	49.52
66		Hourly	41.72	43.38	45.13	46.93	48.81	50.76

Salary Table 02 - NON-EXEMPT

Range	Title	Hourly Rate	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
67		Hourly	42.77	44.48	46.26	48.11	50.04	52.03
68		Hourly	43.83	45.58	47.40	49.30	51.28	53.33
69		Hourly	44.93	46.72	48.59	50.54	52.55	54.66
70		Hourly	46.05	47.89	49.82	51.80	53.88	56.03
71		Hourly	47.20	49.09	51.06	53.09	55.22	57.43
72		Hourly	48.39	50.32	52.33	54.43	56.60	58.86
73		Hourly	49.60	51.58	53.65	55.79	58.01	60.33
74		Hourly	50.83	52.86	54.98	57.18	59.47	61.84
75		Hourly	52.11	54.20	56.36	58.62	60.96	63.39