



City of Kenmore
City Council Special and Regular
Meeting Agenda
Monday, July 28, 2025
6:00 PM

ZOOM - LINK: <https://kenmorewa-gov.zoom.us/j/89920022681>

Password: 072825

Telephone: Dial US: +1 253 215 8782

Webinar ID: 899 2002 2681

SIGN UP FOR VIRTUAL PUBLIC COMMENT HERE: kenmorewa.gov/publiccomment

REQUEST AN ACCOMMODATION HERE: kenmorewa.gov/accommodation

If you have technical difficulties accessing the meeting virtually, please contact the Acting City Clerk at mkang@kenmorewa.gov.

Technical Difficulties - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

1. CALL SPECIAL MEETING TO ORDER - 6:00 PM

2. EXECUTIVE SESSION

- A) Confidential Session of the Council - Pursuant to RCW 42.30.110(1)(b), the City Council will now enter an executive session to consider the acquisition of real estate. This executive session is slated to last 60 minutes until approximately 7:00 PM. No final action is expected.

3. ADJOURN SPECIAL MEETING

4. CALL REGULAR MEETING TO ORDER - 7:00 PM

5. ROLL CALL

6. LAND ACKNOWLEDGEMENT

We acknowledge that the City of Kenmore is situated upon the ancestral lands of the Snohomish, Snoqualmie, Sauk-Suiattle, Duwamish, Stillaguamish, Tulalip, Suquamish, Muckleshoot, and other tribes who are part of the Coast Salish Peoples. We recognize and express our deepest respect for their enduring stewardship and profound relationship with this land, which they have cherished and protected since time immemorial. We honor the First Peoples, acknowledge

their vibrant cultures, and commit ourselves to learning from their wisdom in our journey to promote justice, equity, and mutual understanding. We pledge to stand alongside these communities in acknowledging past injustices and working towards a future that respects and celebrates the diverse heritage of this land.

7. FLAG SALUTE

8. AGENDA APPROVAL

9. PROCLAMATION

- A) Disability Pride Month - July 2025, to be received by Elisabeth Sotak of Kinderling
1. Disability Pride Month - July 2025

10. WHERE'S THE FUN?

11. PUBLIC COMMENTS

Welcome to the Council's meeting. Please address your comments to the Mayor and Council. You'll have three minutes to speak. If there are more than 20 speakers, time will be reduced to two minutes per speaker. The Clerk will call your name when it's your turn. The Presiding Officer may choose to alternate between in-person and online comments. Please state your name and city of residence and keep within the allotted time. To make every person feel welcome and safe here, please refrain from booing, clapping, heckling, yelling, or other interruptions. Please note: Under Washington State law (RCW 42.17A.555), public comment time may not be used to support or oppose candidates or ballot measures. Thank you for keeping remarks focused on City business. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

- A) **VIRTUAL PUBLIC COMMENT PRE-REGISTRATION:** To provide public comments virtually, please fill out the [Virtual Public Comment Request Form](#) in advance of the meeting. The form opens Tuesdays at 12:00 Noon and closes Mondays at 12:00 Noon. You will be confirmed by the City Clerk's Office. If you are having difficulty, please reach out to the City Clerk's Office at clerks@kenmorewa.gov.

12. CONSENT AGENDA

- A) Cancel the City Council Regular Meetings of August 11, 18, and 25.
- B) Approve the following Voucher Certification and Approval:
- Total Check #s 56544 through 56616 totaling \$470,998.42
 - Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 06/27/2025 in the amount totaling

\$292,096.27

- Total EFT Payment #s 1858 through 1860 total \$362,270.60

1. Voucher Certification & Approval 06/21/2025 - 07/03/2025
- C) Adopt Resolution No. 25-430 to reduce the speed limit from 35 MPH to 30 MPH on 61st Avenue NE from SR 522 to 61st Place NE and on 61st Place NE from 61st Avenue NE to north City limits.
1. Agenda Bill - Resolution No. 25-430
 2. Attachment A - Proposed Resolution No. 25-430
 3. Attachment B - Speed Limit Reduction Map
- D) Approve Contract No. 25-C3165 NE 181st Street Custom Lighting, Takeover Agreement and Bill of Sale NE 181st Street Lighting with Puget Sound Energy (PSE) and authorize the Interim City Manager to sign the same.
1. Agenda Bill - Transfer Ownership and Maintenance of NE 181st Street Lighting System to PSE
 2. Attachment 1 - Contract No. 25-C3165
 3. Attachment 2 - Bill of Sale
- E) Approve the City Manager employment agreement with Teri Killgore and authorize the Mayor to execute the agreement.
1. Agenda Bill - City Manager Contract
 2. Attachment 1 - City Manager Contract
- F) Approve that ongoing funding for the Northshore Senior Center funding, which totals \$67,000 annually for the 2025-2026 biennium, be removed from the competitive Human Services Grant Program and become a direct allocation in the Human Services budget, starting in 2025, and authorize the Interim City Manager to execute Contract No. 25-C3123 with Northshore Senior Center.
1. Agenda Bill - Northshore Senior Center
 2. Attachment 1 - Contract No. 25-C3123
- G) Authorize the Interim City Manager to execute an interlocal agreement with eCityGov Alliance for 2026 aerial orthophotography acquisition and updates to contours and impervious feature GIS data in an amount not to exceed \$22,400. *(added 7/22)*
1. Agenda Bill - Interlocal Agreement (added 7/22)
 2. Attachment 1 - eCityGov Aerial Acquisition ILA (added 7/22)
- H) Authorize the Interim City Manager to execute Contract No. 25-C3160 for Kenmore Public Works Operations Center (PWOC) Initial Site Work. *(added 7/22)*
1. Agenda Bill - PWOC Initial Site Work (added 7/22)

- I) Approve the drainage easement agreement with Northshore School District #417 in a form acceptable to the City Attorney's Office and authorize the Interim City Manager or designee to sign the agreement. *(added 7/22)*
 - 1. Agenda Bill - Drainage Easement (added 7/22)
 - 2. Attachment 1 - Draft Drainage Easement Agreement (added 7/22)
- J) Approve Contract No. 25-C3163 between the City of Kenmore and the Inglemoor High School (IHS) Crew Boosters for use of Rhododendron Park Public Boathouse for recreation programming, in a form acceptable to the City Attorney's Office and substantially similar to Attachment 1, and authorize the Interim City Manager to sign the same. *(added 7/24)*
 - 1. Agenda Bill - City of Kenmore and IHS Crew Boosters (added 7/25)
 - 2. Attachment 1 - Contract No. 25-C3163 (added 7/25)
 - 3. Attachment 2 - Collaboration Agreement (added 7/25)

13. PRESENTATION

- A) Completed Kenmore Urban Forestry Management Plan, presented by Environmental Services Director Richard Sawyer and Climate Action Plan Program Manager Nina Rasmussen
 - 1. UFMP Presentation (added 7/25)

14. BUSINESS AGENDA

- A) Proposed Ordinance No. 25-0626, relating to easing restrictions on temporary homeless shelters, amending Chapter 18.100 of the Kenmore Municipal Code (KMC), presented by Planner Reilly Rosbotham, *for discussion*
 - 1. Agenda Bill - Temporary Homeless Shelters (updated 7/28)
 - 2. Attachment 1 - Proposed Ordinance No. 25-0626
 - 3. Exhibit A - KMC 18.100
 - 4. Presentation (added 7/25)
- B) Report on the Findings and Recommendations for Emergency Management, presented by Assistant City Manager/Community Development Director Debbie Bent and Consultant Jody Ferguson, *for discussion and direction*
 - 1. Agenda Bill - Emergency Management
 - 2. Attachment 1 - Draft Report
 - 3. Attachment 2 - Presentation (added 7/24)
 - 4. Attachment 3 - Contract No. 24-C3084 ILA for NEMCo
- C) Code Amendments to Title 18 of the Kenmore Municipal Code (KMC): Critical Areas, presented by Principal Planner Todd Hall and Osborn Consulting Team: Principal Tarelle Osborn and Senior Biologist Diana Halladay, *for discussion and direction*

1. Agenda Bill - Critical Areas
 2. Attachment 1 - Presentation
- D) Amending the processing procedure for development agreements that require the vote of a majority plus one of the whole City Council, presented by Assistant City Manager/Community Development Director Debbie Bent and Senior Planner Brittany Chue, *for discussion and direction*
1. Agenda Bill - Development Agreement Procedure
 2. Attachment 1 - Presentation (added 7/25)
- E) Zoning Regulation Amendments for Parcels Adjacent to Swamp Creek near SR 522/80th Avenue NE where interim regulations currently apply, presented by Assistant City Manager/Community Development Director Debbie Bent and Senior Planner Brittany Chue, *for continued discussion and direction*
1. Agenda Bill - Zoning Regulation Amendments (added 7/22)
 2. Attachment 1 - Staff Memo (added 7/22)
 3. Attachment 2 - Presentation (added 7/25)

15. STAFF REPORTS

16. COUNCILMEMBER REPORTS & COMMENTS

17. ADJOURNMENT

UPCOMING MEETING SCHEDULE:

- A) City Council Regular Meetings of August - *tentatively canceled*

NOTICE OF POTENTIAL QUORUMS

- A) [Click here for information about Potential Quorums of the City Council](#). Now found on the City website under City Council Meetings.

City of Kenmore, Washington Proclamation

WHEREAS, people with disabilities have a proud history of fighting for inclusion and justice; and

WHEREAS, people with disabilities have experienced generations of marginalization and deserve equitable treatment in the workplace, education system, and every other part of our community; and

WHEREAS, every July is Disability Pride Month, which is dedicated to honoring the history, achievements, experiences, and struggles of the disability community; and

WHEREAS, Disability Pride Month marks the anniversary of the Americans with Disabilities Act (ADA), landmark legislation signed July 26, 1990, prohibiting discrimination against people with disabilities in public life; and

WHEREAS, advocates and organizations, such as Kindering, continue to promote greater awareness, acceptance, and inclusion of all members of the community. Kindering's mission is to embrace children of diverse abilities by providing the finest education and therapies and nurture hope, courage, and the skills to soar; and

WHEREAS, Kindering serves over 100 children each year from the City of Kenmore; and

WHEREAS, people with disabilities contribute enormously to the economy, culture, and community of the City of Kenmore; and

WHEREAS, the City of Kenmore supports and respects people with disabilities, and aims to be an inclusive place where all people of all abilities can thrive.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **JULY 2025** to be **DISABILITY PRIDE MONTH** throughout the City of Kenmore.

IN WITNESS WHEREOF, signed this 28th day of July 2025.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Michelle Kang, Acting City Clerk



Voucher Certification & Approval

City of Kenmore

DATE RANGE: 06/21/2025 through 07/03/2025

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Kenmore and that I am authorized to authenticate and certify to said claim. The following checks and electronic payments are approved for payment:

Total EFT Payments: #1858 through 1860	362,270.60
Total Checks: #56544 through 56616	470,998.42
Total Payroll EFT & Bank Drafts: Payroll/Taxes/Health Insurance/ FSA/HSA/Retirement/Life Ins.; Dated 06/27/2025	292,096.27

Stephani Lucas

Interim City Manager / Date

Melinda Merrill

07/08/2025

Finance Director / Date

Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
A1 LANDSCAPING AND CONSTRUCTION	1858	07/03/2025	61st Ave NE Sidewalk Replacement Project	337,369.36
COMMANDLINK	1859	07/03/2025	Jun 2025 City Hall Phone Svc	2,783.11
U.S. BANK PURCHASE CARDS	1860	07/03/2025	Comm Engage Kits, Subscriptions, Volunteer	22,118.13
AWC EMPLOYEE BENEFIT TRUST/VIML	56544	06/27/2025	Employee Health Insurance & Contributions	107,722.12
AWC EMPLOYEE BENEFIT TRUST/VIML	56545	06/27/2025	Void	-
AWC EMPLOYEE BENEFIT TRUST/VIML	56546	06/27/2025	Void	-
DEPARTMENT OF LABOR AND INDUSTRY	56547	06/27/2025	City of Kenmore	6,699.22
DEPARTMENT OF LABOR AND INDUSTRY	56548	06/27/2025	Void	-
DEPARTMENT OF LABOR AND INDUSTRY	56549	06/27/2025	Void	-
ESD - LTC	56550	06/27/2025	Long Term Care Fund	2,385.28
ESD - PFML	56551	06/27/2025	Paid Family & Medical Leave	5,182.13
ESD - PFML	56552	06/27/2025	Void	-
NATIONAL LIFE INSURANCE CO.	56553	06/27/2025	Life Insurance	37.50
AM TEST, INC	56554	07/03/2025	E.Coli Analysis Samples A25F0306-01 to 06,	630.00
AMERICALL	56555	07/03/2025	May 2025 After Hours Call Out Svcs	168.66
AQUATECHNEX LLC	56556	07/03/2025	Aquatic Weed Maint 24_C3064	14,485.80
CANON FINANCIAL SERVICES, INC.	56557	07/03/2025	June 2025 Copier Rental 2nd Floor	266.32

Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
CASCADE PEST CONTROL	56558	07/03/2025	Rhododendron Park Pest Control	167.50
CITY OF BELLEVUE	56559	07/03/2025	Q1 & Q2 ARCH Contributions Apr 2025 HAZ	44,904.50
CODE PUBLISHING COMPANY	56560	07/03/2025	KMC Update 25_C0628	593.43
COMCAST BUSINESS	56561	07/03/2025	Internet & Cable City Hall & Ti-awh-ah-dees I	233.09
CONFLUENCE ENVIRONMENTAL COMP	56562	07/03/2025	Professional Services 23-C2991	1,242.42
CONSOLIDATED PRESS	56563	07/03/2025	2025 Summer Quarterly Newsletter Printing	5,237.39
DREW MARTIN	56564	07/03/2025	2025 Summer Concert Performance 25-C31	4,000.00
ELYON MAINTENANCE, INC.	56565	07/03/2025	Landscape Svcs 25-C3100 & Mitigation Mgr	23,174.55
FACET NW, INC.	56566	07/03/2025	General Consulting 24_C3034	4,218.50
FERGUSON WATERWORKS #3156	56567	07/03/2025	CB Repair Materials - SW Restroom Parts Lc	261.53
FRANKLIN COVEY	56568	07/03/2025	7 Habits Books	3,346.88
GCP WW HOLDCO, LLC	56569	07/03/2025	Uniform Pants B Burlison	237.34
GRAINGER	56570	07/03/2025	Restroom Parts Log Boom	50.23
GRAND EVENT RENTALS	56571	07/03/2025	City Manager Recruitment Tables for Recep	215.14
HONEY BUCKET	56572	07/03/2025	Temp Restroom for Painting at Boat Launch	1,271.00
HORIZON DISTRIBUTORS INC	56573	07/03/2025	Irrigation Parts Streets & Parks	319.33
INSLEE, BEST, DOEZIE & RYDER, P.S.	56574	07/03/2025	May 2025 Professional Services	37,627.63
KIMLEY HORN AND ASSOCIATES, INC.	56575	07/03/2025	May 2025 Kenmore Middle Housing 23-C2	1,845.00
KPFF CONSULTING ENGINEERS	56576	07/03/2025	04/26 - 05/30/2025 Engineering Consulting	101,406.28
MARY MILLER STEPHENS	56577	07/03/2025	Jun 2025 Public Defense 12-C1097	1,250.00
MINUTEMAN PRESS	56578	07/03/2025	Land Use Signage Muck Creek	329.80
NARWHAL MET, LLC	56579	07/03/2025	Jul 2025 Weather Forecasting	425.00
NORTHSHORE UTILITY DIST	56580	07/03/2025	May 2025 Fleet Maintenance	6,452.70
NORTHWEST ARBORICULTURE LLC	56581	07/03/2025	PWOC Arborist Report Revisions	489.00
OFFICE DEPOT	56582	07/03/2025	Misc. Office Supplies	33.71
OFFICE DEPOT	56583	07/03/2025	Void	-
OFFICE DEPOT	56584	07/03/2025	Misc. Office Supplies	10.02
OFFICE DEPOT	56585	07/03/2025	Void	-
OFFICE DEPOT	56586	07/03/2025	Misc. Office Supplies	188.84
OFFICE DEPOT	56587	07/03/2025	Void	-
OFFICE DEPOT	56588	07/03/2025	Misc. Office Supplies	218.18
OFFICE DEPOT	56589	07/03/2025	Void	-
OFFICE DEPOT	56590	07/03/2025	Misc. Office Supplies	500.30
OFFICE DEPOT	56591	07/03/2025	Void	-
OFFICE DEPOT	56592	07/03/2025	Misc. Office Supplies	34.69

Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
OFFICE DEPOT	56593	07/03/2025	Void	-
OFFICE DEPOT	56594	07/03/2025	Misc. Office Supplies	23.24
OFFICE DEPOT	56595	07/03/2025	Void	-
OFFICE DEPOT	56596	07/03/2025	Misc. Office Supplies	88.80
OFFICE DEPOT	56597	07/03/2025	Void	-
OLSON BROTHERS PRO VAC LLC	56598	07/03/2025	ROW Maintenance	332.76
OSBORN CONSULTING INC.	56599	07/03/2025	Consulting Crital Areas Ordinance & Muck C	15,733.20
PACE ENGINEERS, INC.	56600	07/03/2025	May 2025 On-Call Eng Svcs 21-C2667	3,678.00
PARAMETRIX INC	56601	07/03/2025	Professional Svc 24-C3013 & May 2025 Svc	39,005.99
PARKROSE/McLENDONS HARDWARE	56602	07/03/2025	Surface Water Tools	182.85
PENDLETON CONSULTING LLC	56603	07/03/2025	Jun 2025 Council Retreat Report First Draf	725.00
PUGET SOUND ENERGY	56604	07/03/2025	05/14-06/13/2025 Gas/Electric & Jan-Jun 20	6,816.42
QUADIENT LEASING USA, INC.	56605	07/03/2025	Q3 2025 Postage Meter Lease	645.77
RECLAIM LAND MANAGEMENT LLC	56606	07/03/2025	PWOC Site Brush Mowing NE 202 St	1,309.20
REGIONAL ANIMAL SERVICES OF KC	56607	07/03/2025	Pet License Sales	80.00
SAMUEL RODRIGUEZ	56608	07/03/2025	Depsit Refunt Hangar Event 06/28/2025	110.00
SEATTLE'S CHILD	56609	07/03/2025	Jul 2025 Advertising for Findkenmore.org	3,550.00
SHERWIN WILLIAMS CO.	56610	07/03/2025	Paint for Park Restrooms	284.40
SOUND SAFETY PRODUCTS CO.	56611	07/03/2025	Intern Safety Supplies	361.60
SP & CO/SUSSMAN PREJZA & CO	56612	07/03/2025	04/30 - 07/01/25 Design Work for Tourism	2,600.00
STAPLES	56613	07/03/2025	Park Supplies for Stock	1,009.30
TOTAL LANDSCAPE CORP	56614	07/03/2025	ROW Landscaping	13,635.63
WESTLAKE HARDWARE WA-153	56615	07/03/2025	Public Works Supplies & Equipment	649.60
WM CORPORATE SERVICES INC.	56616	07/03/2025	06/01-06/16/2025 Sweeper Dump Fees	2,315.65
MISSION SQUARE / 109964	DFT0002729	06/27/2025	City of Kenmore 401a	29,952.25
MISSION SQUARE / 109964	DFT0002730	06/27/2025	City of Kenmore 401a Loan	234.87
DRS 457	DFT0002731	06/27/2025	DRS 457 Deferred Comp	416.50
DRS 457	DFT0002732	06/27/2025	DRS 457 Deferred Comp	415.00
MISSION SQUARE 457 / 304745	DFT0002733	06/27/2025	ICMA 457 Deferred Comp	540.00
MISSION SQUARE 457 / 304745	DFT0002734	06/27/2025	ICMA 457 Deferred Comp	4,745.37
MISSION SQUARE 457 / 304745	DFT0002735	06/27/2025	ICMA 457 Deferred Comp	1,417.55
NAVIA HSA	DFT0002736	06/27/2025	Employee Health Savings Contribution	200.76
LINCOLN NATIONAL LIFE INSURANCE	DFT0002737	06/27/2025	Life Ins/ADD & LTD	1,071.81
LINCOLN NATIONAL LIFE INSURANCE	DFT0002738	06/27/2025	Life Ins/ADD & LTD	1,469.47
PERS DEPT OF RETIREMENT SYSTEMS	DFT0002739	06/27/2025	Public Employees Retirement	34,030.70

Vendor Name	Payment Numbe	Payment Date	Description (Item)	Amount
PERS DEPT OF RETIREMENT SYSTEMS	DFT0002740	06/27/2025	Public Employees Retirement	2,463.29
PERS DEPT OF RETIREMENT SYSTEMS	DFT0002741	06/27/2025	Public Employees Retirement	1,556.66
PERS DEPT OF RETIREMENT SYSTEMS	DFT0002742	06/27/2025	Public Employees Retirement	745.60
PERS DEPT OF RETIREMENT SYSTEMS	DFT0002743	06/27/2025	Public Employees Retirement	190.15
PERS DEPT OF RETIREMENT SYSTEMS	DFT0002744	06/27/2025	Public Employees Retirement	1,269.29
PERS DEPT OF RETIREMENT SYSTEMS	DFT0002745	06/27/2025	Public Employees Retirement	1,908.72
NAVIA FSA	DFT0002746	06/27/2025	Employee Flexible Spending Account	1,087.67
BANNER BANK 941 DEPOSIT	DFT0002747	06/27/2025	Federal Withholding, Social Security, Medicar	37,054.89
PAYROLL	Electronic Dep	6/13/2025	Direct Deposit	201,277.97
Grand Total:				1,155,317.54
Check Report Total				954,039.57
Payroll				201,277.70
Voided Checks				-
				1,155,317.27

Name	Volume
2S DESIGN BUILD LLC	143408.5
4IMPRINT	193.89
4LEAF INC	9519.12
A1 LANDSCAPING AND CONSTRUCTION, INC	337369.36
ABS VALUATION	1800
ACORN CONSULTING LLC	34500
ADVANCE TESTING & SERVICE INC	2090
AFLAC	131.56
AFRICANS ON THE EASTSIDE	750
AGORA REFRESHMENTS	1255.21
AJ AND ASSOCIATES LLC	400
ALL CLIMATE HEATING AND AIR	335.27
ALLAN FRANCA VIDEOGRAPHER	350
ALPHAGRAPHS	381.92
AM TEST, INC	2880
AMADOR FARMS	1
AMERICALL	1185.62
AMERICAN GENERAL LIFE GPO/400S	1321.98
AMERICAN PUBLIC WORKS ASSOCIATION	2015
AMERICAN TRAFFIC SOLUTIONS INC	218470
AMY'S ARTISTIC EXPRESSIONS	1995
ANCHOR QEA, LLC	1294.72
ANSER ADVISORY CONSULTING, LLC	42103
APWA/WA CHAPTER	1650
AQUATECHNEX LLC	14485.8
ARMSTRONG SERVICES	59515.02
ARTS OF KENMORE	1980
ASPECT CONSULTING LLC	787.5
ASSOCIATION OF WA CITIES	23715.88
ATHINA ABRAHAM	150
AURORA RENTS	2003.64
AWC EMPLOYEE BENEFIT TRUST/VIMLY	633143.56
AZTECA SYSTEMS, LLC	46065.54
BANNER BANK 941 DEPOSIT	452323.36
BASTYR UNIVERSITY	50250
BCN TELECOM, INC.	6174.67
BECKWITH CONSULTING GROUP	11600
BERNICE CARBAUGH	9642.8
BIZDIVERSITY	500
BOTHELL KENMORE CHAMBER OF COMMERCE	6500
BRIGHT SPARK EARLY LEARNING SERVICES	600
Bud Clary Dodge/Chevrolet	51863.98
BUILDERS EXCHANGE OF WASHINGTON INC	94.8
BULGER SAFE & LOCK, INC.	960.05
CALPORTLAND COMPANY	530.9
CANON FINANCIAL SERVICES, INC.	1597.92
CAPITAL ONE TRADE CREDIT/MCLENDON	89.22
CASCADE PEST CONTROL	1005
CENTER FOR HUMAN SERVICES	25753
CENTRICITY GIS, LLC	21812.5
Chandler Smith	171.43
CHICAGO TITLE	25.1
CITY OF BELLEVUE	147670.2
CITY OF KENT	575
CITY OF KIRKLAND	31828.5
CITY OF LAKE FOREST PARK	83861
CITY OF MAPLE VALLEY	1779.02
CITY WIDE FENCE COMPANY, INC	4374.94
CIVICPLUS LLC	10433.67
CLEARVIEW NURSERY, INC.	738.04
CODE PUBLISHING COMPANY	4315.85
COMCAST	10972.14
COMCAST BUSINESS	3648.62
COMMANDLINK	19420.98
CONFLUENCE ENVIRONMENTAL COMPANY	12330.32
CONSOLIDATED PRESS	10999.99
CONVERGINT TECHNOLOGIES	1369.79
CORINA PFEIL	120
COSTAR REALTY INFORMATION INC	5686.32
COSTCO	65
CREATION ORGANICS, LLC	2301.19
CREATIVE HOUSE BRANDING	679
CUSTOMINK LLC	2613.72

Name	Volume
D.P. NICOLI, INC.	616.78
DAILY JOURNAL OF COMMERCE	2220.7
DAMODAR NAGANDLA	1447.73
DAVID JONES	244.11
DAVID MAN CHE CHAN	150
DAVID ORR	2143.4
DAVID TALLENT	40
DEERE & COMPANY	8115.62
DEPARTMENT OF COMMERCE	115295.96
DEPARTMENT OF LABOR AND INDUSTRIES	37899.58
DOMESTIC ABUSE WOMENS NETWORK	1250
DREW MARTIN	4000
DRS 457	10609.5
DTG RECYCLE	42912.65
EBIX, INC.	177.86
ELECTRONIC BUSINESS MACHINES	1221.48
ELYON MAINTENANCE, INC.	92698.2
ENVIRONMENTAL SYSTEMS RESEARCH INST	21309.37
ERIC LONG	130.4
ESD - LTC	14821.71
ESD - PFML	32220.65
ESD - UI TAX ADMINISTRATION	40.26
EVERMARK, LLC	307.7
EXPLOREN BORGEN LLC	1600
FACET NW, INC.	60202.09
FERGUSON WATERWORKS #3156	2086.13
FIRE PROTECTION, INC	5537.81
FLEMINGS HOLIDAY LIGHTING LLC	1139.6
FLYNN BEC LP	4204.13
FOURTEN CREATIVE	70.8
FRANKLIN COVEY	3346.88
FUELCARE	3300.32
GAMES2U	854
GAYLEN SAUVE	600
GAYLYNN BRIEN	300
GCP WW HOLDCO, LLC	4643.9
GMP CONSULTANTS LLC	17265.65
GORDON THOMAS HONEYWELL	23250
GOVERNMENT FINANCE OFFICERS ASSOC	225
GRAINGER	460.67
GRAND EVENT RENTALS	215.14
GRANICUS	7302.76
GREAT FLOORS LLC	2534.6
GYANCARLO GARCIA	848.97
H.D. FOWLER COMPANY	5376.57
HDR ENGINEERING, INC	8768.5
HEALTH MANAGEMENT ASSOCIATES INC	9135
HEIDELBERG MATERIALS	1891.78
HERRERA ENVIRONMENTAL CONSULTANTS	16680.95
HESTON PHOTOGRAPHY	725.12
HHX, LLC	1811.51
HILLIS CLARK MARTIN & PETERSON P.S.	7900.92
HIMA NURSERY, INC.	6491.38
HOLMBERG COMPANY	2113.24
HOME DEPOT CREDIT SERVICES	3796.79
HONEY BUCKET	2277.5
HORIZON DISTRIBUTORS INC	5568.9
HOUSING CONNECTOR	1250
HRA VEBA TRUST	23605.31
HUNTINGTON TECHNOLOGY FINANCE	24221.71
ICAP TRUST	7500
ICLEI	1200
INSLEE, BEST, DOEZIE & RYDER, P.S.	220919.56
INTEGRA REALTY RESOURCES - SEATTLE	8000
INTERNATIONAL INST OF MUNI CLERKS	370
IRUM YASIR BUTT	250
ISABELLE MAADI	490.92
IVONNE CASTRO	150
iWORQ SYSTEMS	2800
JACOBS ENGINEERING GROUP	226573.14
JANET SHAW	103
JASON RICHARD SPERLING	250
JET CITY PRINTING	149.87

Name	Volume
KBA INC.	2102.2
KELLEY PORTER	248
KENDALL FORD OF MARYSVILLE	52050.68
KENMORE ELEMENTARY PTA	2500
KENMORE HERITAGE SOCIETY	2500
KENMORE LINK LLC	7500
KENMORE MIDDLE SCHOOL	8000
KENMORE SENIOR CENTER	7812.5
KEY CODE MEDIA, INC.	1025.47
KIMLEY HORN AND ASSOCIATES, INC.	30131.5
KING COUNTY BAR ASSOCIATION	200
KING COUNTY FINANCE	194768.31
KING COUNTY FINANCE	1692.11
KING COUNTY FINANCE	8145.94
KING COUNTY FINANCE W.L.R.D.	9533
KING COUNTY MUNICIPAL CLERKS ASSOC	60
KING COUNTY POLICE CHIEFS ASSOCIATION	50
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY	47666
KING COUNTY SHERIFF	1851653.65
KING COUNTY TREASURY	89856.51
KITTRICH CORP	863.97
KPFF CONSULTING ENGINEERS	316070.46
LAKE CITY PARTNERS ENDING HOMELESSNESS	50000
LANGUAGE LINE SERVICES, INC.	9.8
LIGHTHOUSE CONSULTING INC	87629.82
LINCOLN NATIONAL LIFE INSURANCE	14721.28
LOUDEDGE, INC.	95
MACDONALD MILLER FACILITY SOLUTIONS	7842.93
MARINE FLOATS CORPORATION	7599.33
MARY MILLER STEPHENS	7500
McGRATH HUMAN RESOURCES GROUP	4000
MCKINSTRY	11295.5
MELANIE O'CAIN	657
MICHAEL CHAMBERLAIN	189.6
MICHELLE KANG	79.16
MINAL GUHE	400
MINUTEMAN PRESS	20835.39
MISSION SQUARE / 109964	387061.81
MISSION SQUARE 457 / 304745	101117.19
MORGAN STANLEY CAPITAL MANAGEMENT LLC	5000
MORUP SIGNS, INC.	1768.72
MSR KENMORE CREEK HOMES	7500
MSR TRI AT INGLEWOOD LLC	7500
NAMI EASTSIDE	3437.5
NARWHAL MET, LLC	2550
NATIONAL BARRICADE CO., LLC	239.46
NATIONAL LIFE INSURANCE CO.	225
NATIONAL SCLERODERMA FOUNDATION	150
NAVIA FSA	14539.71
NAVIA HSA	11759.88
NELSON ELECTRIC, INC.	9811.99
NELSON TRUCK EQUIPMENT CO	4805.74
NIGEL HERBIG	1458.91
NIKHIL PATNE	250
NORTH AMERICAN SAFETY, INC.	2588
NORTH PACIFIC HOMES LLC	29369.4
NORTHSHORE PARK & REC SERVICE AREA	2720
NORTHSHORE SCHOOL DISTRICT	225430.95
NORTHSHORE SCHOOLS FOUNDATION	750
NORTHSHORE SENIOR CENTER	1562.5
NORTHSHORE UTILITY DIST	69051.26
NORTHSHORE YOUTH SOCCER ASSOC.	55
NORTHWEST ARBORICULTURE LLC	10036.82
NORTHWEST TROPHY	96.43
NUHSA	1871
OFFICE DEPOT	3820.82
OLBRECHTS & ASSOCIATES, PLLC	1777.5
OLSON BROTHERS PRO VAC LLC	38957.72
OLYMPIC ENVIRONMENTAL RESOURCES INC	26658.12
OLYMPIC NURSERY INC	4405.25
OPEN DOORS FOR MULTICULTURAL FAMILIES	1250
O'REILLY/FIRST CALL	392.85
OSBORN CONSULTING INC.	84222.57

Name	Volume
OUR FAMILY FARM	22
OUTCOMES BY LEVY, LLC	9900
PACE ENGINEERS, INC.	72302
PACIFIC AIR CONTROL, INC.	13978.86
PACIFIC TOPSOILS	3440.05
PANE'N THE GLASS WINDOW CLEANING LLC	1100
PARAMETRIX INC	280729.65
PARDALIS GROUP III LLC	3500
PARKROSE/McLENDONS HARDWARE	450.27
PARMA POST & POLE, INC.	1027.06
PAWS	2995
PENDLETON CONSULTING LLC	9348
PERFORMANCE SYSTEMS INTEGRATION LLC	326.21
PERS DEPT OF RETIREMENT SYSTEMS	518096.5
PETTY CASH CUSTODIAN	35.26
PLYWOOD SUPPLY	195.01
PROCOM LLC	122
PSR MECHANICAL, LLC	3599.16
PUGET SOUND CLEAN AIR AGENCY	5845.75
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR	2246.4
PUGET SOUND ENERGY	232088.53
PUGET SOUND FINANCE OFFICERS ASSOC	80
PUGET SOUND PLANTS	1787.31
PULTEGROUP	7500
QUADIENT FINANCE USA INC	2241.94
QUADIENT LEASING USA, INC.	1291.54
RAKESH CHAKARI MALLAREPPA	250
RAMEZ DEBBAS	12511.86
RECLAIM LAND MANAGEMENT LLC	1309.2
REGIONAL ANIMAL SERVICES OF KC	665
REGIONAL CRISIS RESPONSE AGENCY	104066.5
REPUBLIC SERVICES #172	11186.66
RM HOMES LLC	7500
ROADWAY MANAGEMENT TECHNOLOGIES LLC	23142
ROMAN YEROKHIN	6051.2
ROOPCHAND NARKEDAMILLI	125
ROSS MAYER	109.66
SAGACITY MEDIA, INC.	1200
SAMANTHA LOYUK	143
SAMUEL RODRIGUEZ	210
SARAH ROBERTS	13072.47
SCHINDLER ELEVATOR CORPORATION	3173.24
SCORE	79454.21
SEATTLE PUMP & EQUIPMENT CO	742.19
SEATTLE TIMES	6745.2
SEATTLE'S CHILD	3550
SELENA FITCH	885.05
SELLEN CONSTRUCTION COMPANY, INC.	8649.6
SENTINEL OFFENDER SERVICES, LLC	609.5
SHANNON & WILSON, INC.	1800
SHERI GRIMES	40
SHERWIN WILLIAMS CO.	1303.13
SHI INTERNATIONAL CORP.	48979.67
SHIELD OF ARMOR SAFETY LLC	1532.5
SHORELINE FIRE DEPT	300
SHRED IT, C/O STERICYCLE, INC>	671.27
SISKUN POWER EQUIPMENT	1798.21
SITESCAPES, INC.	2790
SNOHOMISH COUNTY	12312
SOFTWAREONE, INC.	663.29
SOMERSAULT WELLNESS LLC	3300
SOUND SAFETY PRODUCTS CO.	361.6
SP & CO/SUSSMAN PREJZA & CO	2600
SPECIALTY DOOR SERVICE, INC.	394.52
STAPLES	12477.67
STATE AUDITOR'S OFFICE	14535.95
STATE OF WA DEPT. OF LICENSING	1.6
STEPHANIE LUCASH	322
STEVE GOEWY	752.89
STEWART MACNICHOLS HARMELL, INC.	30000
SUNBELT RENTALS	184.51
SUPERION, LLC	2672.9
T MOBILE USA, INC.	9475.14

Name	Volume
TASTAD CONSTRUCTION INC	199338.2
THE LODGE AT ST. EDWARD PARK	5081.82
THE ORIGINAL POOP BAGS	1419.89
THOMCO CONSTRUCTION, INC.	50000
TOASTMASTERS INTERNATIONAL	250
TOTAL LANDSCAPE CORP	114199.39
TOURNESOL SITEWORKS, LLC	2589.7
Town and Country Fence Inc.	20740.84
TRUGREEN	2495.83
TYLER TECHNOLOGIES, INC.	-147.35
U.S. BANK N.A. / CUSTODY	188
U.S. BANK PURCHASE CARDS	151055.24
ULINE	2022.16
UPS STORE KENMORE	364.95
URBAN ACCESSORIES, INC.	3960.59
US POSTAL SERVICE	4692.46
UTILITIES UNDERGROUND LOCATION CTR	1107.33
V2WORKS	3135
VAUGHAN, KENT	1382.24
VECA ELECTRIC & TECHNOLOGIES, LLC	43021
VERIZON WIRELESS	250.22
VINIT KELKAR	250
WA ASSOC OF BUILDING OFFICIALS	290
WA CITIES INSURANCE AUTHORITY	907745
WA STATE DEPT OF ENTERPRISE SVCS	12761.16
WA STATE DEPT OF LABOR & INDUSTRIES	398.4
WA STATE DEPT OF TRANSPORTATION	1420.21
WAGNER ARCHITECTS	285782.13
WALTER E. NELSON CO.	1492.37
WASHINGTON ASSOCIATION OF CONSERVATION DISTRICTS	1759.31
WASHINGTON AUDIOLOGY SERVICES, INC.	1163.4
WASHINGTON AUTISM ALLIANCE	500
WASHINGTON CITY/COUNTY MGMT ASSOC	1235
WASHINGTON STATE DEPARTMENT OF ECOLOGY	14936
WASHINGTON STATE OFFICE CASH MGMT	195.5
WASHINGTON STATE TREASURER	3051.76
WEST COAST PLUMBING AND HEATING, INC.	823.2
WESTERN DISPLAY FIREWORKS, LTD.	16000
WESTERN ENTRANCE TECHNOLOGY, LLC	606.1
WESTLAKE HARDWARE WA-153	2284.88
WM CORPORATE SERVICES INC.	27418.58
WONDERLAND CHILD & FAMILY SERVICES	500
WOODINVILLE FARMERS MARKET	5000
WSDOT/LTAP CENTER	525
XEROX CORPORATION	3372.14
XYLEM LLC	5643.91
YOU LEE KIM	150
ZESBAUGH, INC.	1542.8
ZIPLY FIBER	5039.16
ZONAR SYSTEMS	544.56
ZUMAR	311.63

2025-07-03 Voucher Lits for Approval

Final Audit Report

2025-07-09

Created:	2025-07-08
By:	Jenilee Knox (jknox@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoAOEkIbaPorbyEJSfrKvkqBt8BqVQqj8

"2025-07-03 Voucher Lits for Approval" History

-  Document created by Jenilee Knox (jknox@kenmorewa.gov)
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Subject/Topic:	Proposed Council Action/Motion:
Speed Limit Reduction from 35 MPH to 30 MPH on 61st Avenue NE and 61st Place NE Between SR 522 and Kenmore North City Limits Department: Engineering Prepared by: Tobin Bennett-Gold, City Traffic Engineer Lucas Fowler, Civil Engineer Attachments: Attachment A: Resolution 25-430 Attachment B: Speed Limit Reduction Map	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: Motion to adopt Resolution 25-430 to reduce the speed limit from 35 MPH to 30 MPH on 61st Avenue NE from SR 522 to 61st Place NE and on 61st Place NE from 61st Avenue NE to north City limits.

Approvals:

Department	City	Finance	City
Head <u>JV 07/07/2025</u>	Attorney <u>DR 07/14/2025</u>	Director <u>N/A</u>	Manager <u>SLL 07/10/2025</u>
			Optional <u>N/A</u>

Summary/Background:

Current travel speeds on 61st Avenue NE and 61st Place NE between SR 522 and north City limits are appropriate for the current speed limit, but it is expected that changes included in the 61st Avenue Sidewalk Replacement project will encourage lower travel speeds, supporting a speed limit reduction from 35 MPH to 30 MPH. The City is committed to providing additional intervention as needed and when feasible in order to facilitate future travel speeds in line with the 30 MPH speed limit, and the City's Annual Count Program is in place to monitor travel speeds regularly and proactively. Adopting this resolution will make the speed limit change effective when new signs are installed; this signing change is planned to be completed in August 2025.

The City Council has adopted the Model Traffic Ordinance (MTO), codified at Chapter 10.05 of the Kenmore Municipal Code (KMC). The MTO provides the City Council with the authority to decrease or increase speed limits pursuant to RCW 46.61.415. Under this statute, to alter the maximum speed limit on a City road, the City Traffic Engineer must first carry out an engineering and traffic investigation and determine that the maximum speed permitted on a street is greater or less than is reasonable or safe under the existing conditions, and the City Traffic Engineer should then issue a recommendation to City Council to change the speed limit accordingly. The City Council must then adopt a resolution, by simple majority, to change the speed limit.

Recent speed studies show reasonable compliance with the existing speed limit, and a 5 MPH reduction in travel speed is supported under current construction conditions, and is also supported by changes to the traffic environment included in the 61st Avenue Sidewalk Replacement project: reduction of travel lane widths on 61st Avenue NE and 61st Place NE to 10 feet, the addition of five-foot-wide bike lanes and two-foot-wide buffers between bike lanes and the travel lanes, and new speed feedback signs.

The 61st Avenue Sidewalk Replacement project extends from NE 190th Street to north City limits; improvements to the segment of 61st Avenue NE from SR 522 to NE 190th Street (roughly half a mile) is not included in the ongoing project, but is still included in the extent of the recommended speed limit reduction. This section of 61st Avenue NE will receive new speed feedback signs and a minor extension of the northbound bike lane in August of 2025, and will include more safety and operational improvements in 2028. Although the same supporting changes for this section of the corridor are not planned until the 2028 project, retaining the higher speed limit for a half-mile section is not consistent with driver expectations and does not support traffic safety, and so this segment of 61st Avenue NE is included in the recommendation for reduced speed limit.

This change is warranted because 61st Avenue NE is a complex multimodal facility which serves both neighborhood access and direct residential driveway access, as well as regional travelers, and is a facility where vulnerable road users (bicycles, pedestrians, etc.) share the traffic environment with motor vehicle traffic. Setting appropriate speed limits and creating a traffic environment that supports those speed limits is critical to improving the safety of our vulnerable road users and providing them with a facility that is comfortable and effective for road users with diverse needs and abilities. This is in alignment with the City of Kenmore's objective of improving safety and accessibility for multimodal transportation in the city as part of its DEIA strategic plan.

Previous Council Action(s):

No previous council action has been taken on this topic.

Fiscal Consideration:

Speed limit reduction for 61st Avenue NE and 61st Place NE requires only that speed limit signs be replaced to reflect the new speed limit and that temporary supplementary awareness signing be installed; the cost of this work is included in the existing budget for traffic safety improvements.

City Council Priorities or Budget Objective Being Addressed:

Priority #5: Enhance multimodal transportation, including pedestrian and bicycle safety.

Priority #8: Continue to implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan, including social justice reform.

**CITY OF KENMORE
WASHINGTON
RESOLUTION 25-430**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON,
ESTABLISHING A NEW REDUCED SPEED LIMIT OF 30 MPH ON 61ST
AVENUE AND 61ST PLACE NE BETWEEN SR 522 AND KENMORE NORTH
CITY LIMITS**

WHEREAS, under Kenmore Municipal Code 10.05.010, Kenmore adopted the Washington Model Traffic Ordinance; and

WHEREAS, under Washington Administrative Code 308-330-270, after an engineering and traffic investigation by the City traffic engineer, the City Council may, by resolution, change a speed limit; and

WHEREAS, an engineering investigation was performed for 61st Avenue NE and 61st Place NE between SR 522 and Kenmore North City limits; and

WHEREAS, the investigation established that 61st Avenue NE and 61st Place NE between SR 522 and Kenmore Northern City Limits warrants reduced speed limit compared to the current speed of travel; and

WHEREAS, lower speed limits support and encourage motor vehicle travel at lower and more appropriate travel speeds; and

WHEREAS, lower travel speeds for motor vehicles lead to reduced risk of motor vehicle crashes, reduced severity of injuries for crashes that do occur, and a reduced risk that such crashes will result in fatal injury for all road users; and

WHEREAS, reducing the risk of crashes and the risk of crash injury supports the City of Kenmore's Target Zero goal of achieving zero pedestrian and bicyclist fatalities by 2025; and

WHEREAS, reducing the risk of crashes and the risk of crash injury supports the Kenmore City Council priorities to focus on and enhance multimodal transportation in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel, and to support public safety.

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

Section 1. New Speed Limit Adopted. The speed limit on 61st Avenue NE and 61st Place NE between SR 522 and Kenmore Northern City Limits is hereby established to be 30 mph (reduced from 35 mph). Such new speed limit will be effective immediately upon the installation of corresponding speed limit signage.

Section 2. As required by RCW 35.77.010, the City Manager or designee is authorized and directed to file a copy of this resolution, together with the attached Exhibit, with the Secretary of the Washington Department of Transportation within thirty (30) days of adoption of this resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON AT A MEETING THEREOF THIS 28TH DAY OF JULY 2025.

CITY OF KENMORE

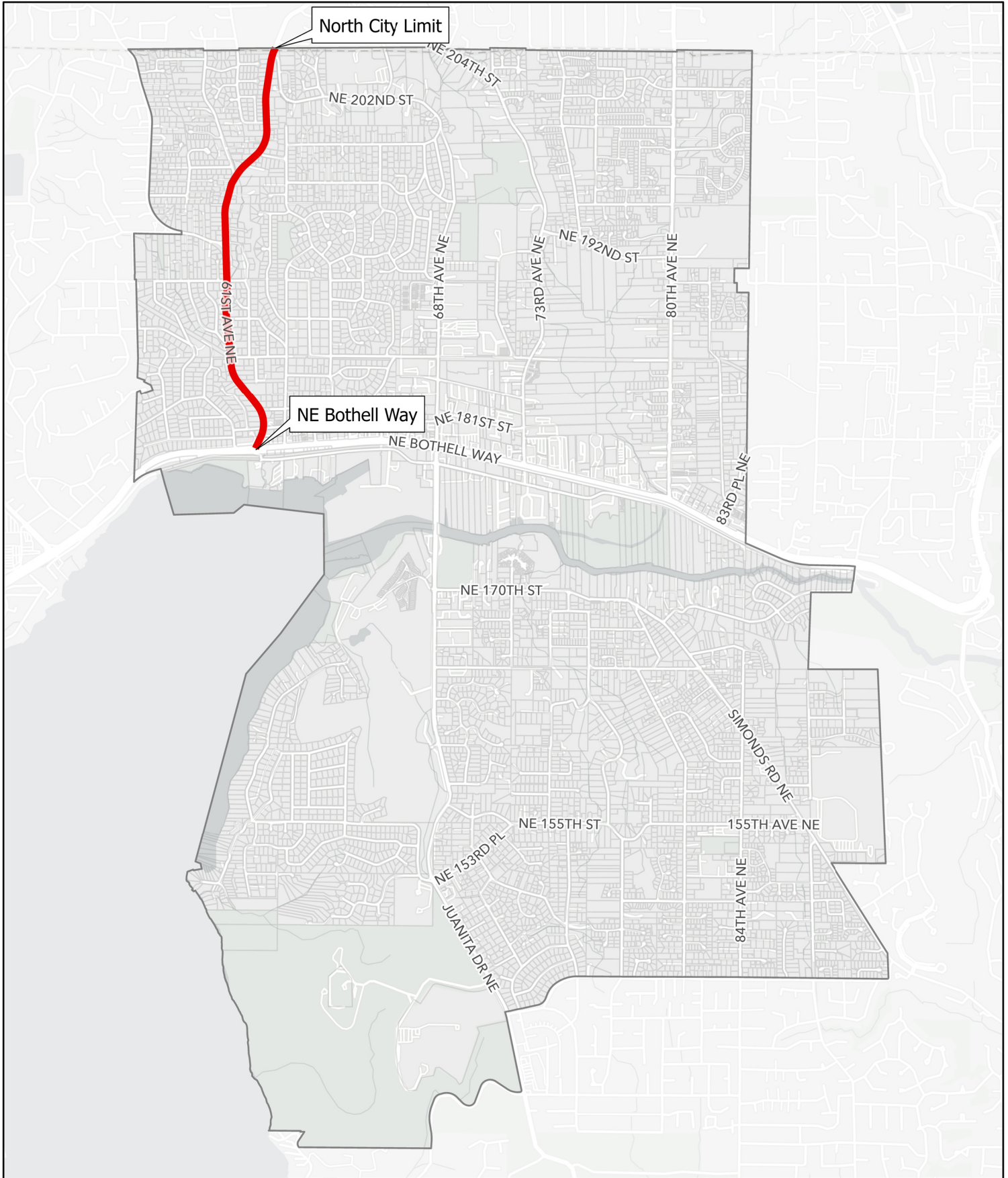
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Michelle Kang, Acting City Clerk

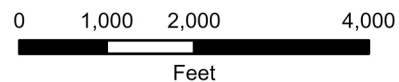
APPROVED AS TO FORM:

Dawn Reitan, City Attorney



- 61st Ave NE/61st PI NE Speed Limit
Reduction from 35 to 30 MPH
- Kenmore Boundary

Speed Limit Reduction Map



This map is intended for planning purposes only and
is not guaranteed to show accurate measurements.



Map Date: Jul 2025

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/28/2025

Subject/Topic:	Proposed Council Action/Motion:
Transfer Ownership and Maintenance of NE 181st Street (68th Ave NE – 73rd Ave NE) Lighting System to Puget Sound Energy (PSE) Department: Public Works Prepared by: Jennifer Gordon, Public Works Operations Director Kent Vaughan, PE Senior Civil Engineer Attachments: 1. Contract 25-C3165 NE 181st ST Custom Lighting Takeover Agreement 2. Bill of Sale NE 181st ST Lighting	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Motion to Approve Contract 25-C3165 NE 181st ST Custom Lighting, Takeover Agreement and Bill of Sale NE 181st ST Lighting with PSE and authorize the City Manager to sign the same.

Approvals:

Department _____ City _____ Finance _____ City _____
Head JG 7/14/25 Attorney DR 7/15/25 Director MM 7/16/25 Manager SLL 7/17/25 Optional N/A

Summary/Background:

PSE currently maintains street lighting in Kenmore. In 2016, the City installed custom street and pedestrian lighting as part of the NE 181st Street sidewalk capital projects from 68th Ave NE to 73rd Ave NE (6 street luminaire poles and 5 pedestrian light poles) but this lighting system was never transferred to PSE. Staff recommend transferring ownership and maintenance of this lighting system to PSE, which is consistent with past custom lighting installations in the City.

These lights will need servicing when bulbs burn out, poles become damaged, or conduit or wiring needs replacement. PSE's maintenance operations are regulated by the Washington Utilities and Transportation Commission (WUTC) under the Commission's Schedule 51. PSE's fees are designed to cover costs only and their billing rates are approved by the WUTC. Under the rules of PSE and WUTC, the lighting systems must be owned by PSE to conduct maintenance on them, thus a Bill of Sale for the system is required.

The sale accomplishes several things:

1. PSE will assume liability for the lighting systems;
2. PSE can establish the rules of maintenance under the guidance of WUTC;

3. Maintenance will be under the National Electrical Safety Code;
4. Union journeymen will work on the systems.

Once the ownership transfer of the lighting system is completed, it will be regulated under the City's franchise agreement with PSE. PSE will be required to relocate poles in the future at their expense if required and will be the responsible party if a claim is filed by third parties associated with inadequate maintenance or inappropriate placement of poles.

Previous Council Action(s):

N/A

Fiscal Consideration:

Monthly fee of \$356 & a one-time charge of \$24,724 to repair the system prior to assuming ownership

PSE charges a monthly fee to the city to maintain and replace the lighting system as it becomes damaged, worn out or needs replacement, and to recoup energy costs. A monthly fee of \$356 will be assessed to the city once the transfer takes effect (this equates to roughly \$32 per pole). PSE charges are regulated by the Washington Utilities and Transportation Commission (WUTC).

The one-time charge of \$24,724 includes all PSE labor, equipment and materials needed to remove and replace a damaged street light pole.

The above costs will be charged to the existing Street fund budget and will not require a budget amendment.

City Council Priorities or Budget Objective Being Addressed:

The City's top priority will always be fulfilling its core mission, which includes City governance, ensuring public safety, maintaining the City's infrastructure, complying with state and federal mandates, and safeguarding the City's finances.

**EXHIBIT A****Form of Custom Street Lighting Order**

PROJECT NAME: NE 181st ST Safeway Streetlight Takeover

Order #: 105105993

LOCATION: 7010 NE 181st St, Kenmore 98028

CUSTOM STREET LIGHTING ORDER – SCHEDULE 51

This Custom Street Lighting Order (this “Order”), dated **May 20, 2025**, is made and entered into by and between PUGET SOUND ENERGY, INC. (“PSE”) and **City of Kenmore** (“Customer”) (each a “Party,” and collectively the “Parties”) under and pursuant to the terms of that certain Master Lighting Services Agreement No. **006**, dated **11/1/18**, between the Parties (the “Agreement”). This Order covers certain Lighting and Construction Services authorized by this Order and is, along with the associated Schedule, incorporated into and made a part of the Agreement. Unless specifically defined otherwise herein, terms used in this Order with initial letters capitalized have the meanings given them in the Agreement. The Parties agree as follows:

ASSOCIATED SCHEDULE:

This Order is also entered into between the Parties in accordance with PSE’s Schedule 51, Electric Tariff G, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

LIGHTING SERVICES DESCRIPTION:

The **estimated** cost for installing these lighting units is **\$24,723.71**.

Description:

Install/Remove:

1 ea 75W LED Lithonia Aeris TY3 4K

Takeover:

2 ea 75W LED Lithonia Aeris TY3 4K

4 ea 109W LED Lithonia Aeris T3 4K

6 ea 2’ curved arm

6 ea 35’ MH Square Straight Steel Pole, Bronze,

5 ea 58W LED Selux Quadro H2 Ped Light T5 3K

5 ea 14’ Square Straight Steel, Bronze

CONSTRUCTION SERVICES DESCRIPTION:

1. PSE will slug meter, install Tag’s, replace broken luminaire.

2. If unforeseen permits or flaggers are required for present construction it is your responsibility to reimburse PSE these costs.

CONSTRUCTION SERVICES AND COSTS BILLING:

_____ Upon completion of the Construction Services, PSE shall provide the Customer with an invoice for the Construction Costs incurred by PSE. Customer shall remit payment to PSE for the Construction Costs within thirty (30) days of receiving the invoice. If the actual Construction Costs either exceed, or are below, the estimated Construction Costs, the Customer will be billed or credited the difference between the estimated Construction Costs and the actual Construction Costs

MONTHLY BILLING:

Billing under this Order will be in accordance with the terms and conditions contained in the terms & conditions of Schedule 51, Electric Tariff G, and the Agreement, and any future modifications of or changes to such Schedule as may be approved by the WUTC. Refer to Schedule 51 on PSE.com for current rates.

PSE's standard installation includes Smart Street Light Controls on all LED lights. If this installation includes Smart LEDs, the monthly energy charge will be calculated as measured kWh x rate. If the installation does not include Smart LEDs, the monthly rate is a flat rate based on wattage.

Monthly facilities cost is equal to the Value of the System (VOS) x facilities rate. VOS is the estimated installation cost less applicable taxes.

Value of System: \$214,629.77 Facilities Rate: .00166 Total Monthly Facilities Charge: **\$356.29**

Total monthly cost is equal to the energy cost plus the facilities charge.

SERVICE TERM/REMOVAL AND SALVAGE COSTS:

Service under this Order is effective for a minimum of fifteen (15) years from the date of this Order (the "Base Term") unless earlier terminated as provided for in the Agreement. If this Order is terminated for any reason during the Base Term, the Customer shall be responsible for all costs of removal of any Facilities associated with the Services, as well as any costs associated with PSE's efforts to salvage the removed Facilities, as set forth in the applicable Schedule. After the expiration of the Base Term, this Order shall continue on a year-to-year basis until terminated by either Party upon at least one (1) year's notice in writing (each, an "Extended Term" and, together with the Base Term, the "Term") unless earlier terminated as provided for elsewhere in this Agreement. The Term may be adjusted by PSE in writing for existing systems purchased by PSE, based on the estimated remaining life and purchase price. If this Order is terminated during any Extended Term, the Customer shall not be responsible for the costs of removal of any Facilities associated with the Services, or any costs associated with PSE's efforts to salvage the removed Facilities.

ADDITIONAL TERMS:

1. To transfer the energy and maintenance monthly billing, the new billing party must contact PSE in writing.
2. Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

Are non-standard components included in this Order? Yes ☒ No ☐

3. The monthly billing party for the energy and maintenance will be:

Billing Party Name: **City of Kenmore**

Billing Address: **Existing Account**

This Order, executed by Customer's duly authorized representative as of the date first written above, is for the Lighting Services described above delivered under PSE's Schedule 51.

Customer: **City of Kenmore**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company: **Puget Sound Energy, Inc.**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

BILL OF SALE

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by that certain Services Agreement, dated as of 5/20/2025, by and between City of Kenmore (“Seller”), and Puget Sound Energy, Inc. (“Buyer”), Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, effective as of the date set forth above, all right, title and interest in and to the assets set forth on Appendix A and Appendix B attached hereto and incorporated herein (“Assets”).

Seller hereby represents and warrants to Buyer that Seller is the legal and beneficial owner of the Assets and hereby sells, transfers, assigns, conveys and delivers to Buyer good and marketable title to the Assets, free and clear of all liens, security interests, liabilities, encumbrances and rights of others, subject in all events to all terms, conditions and exceptions contained in the Services Agreement, which is incorporated herein by this reference, and that Seller will warrant and defend such title forever against all claims and demands whatsoever.

Buyer does not assume and shall not be or become liable for, and Seller shall retain, be responsible for and indemnify and hold harmless Buyer against, any and all debts, liabilities or obligations arising from or relating to the Assets prior to the date set forth above.

This Bill of Sale is delivered pursuant to the terms of the Services Agreement and is delivered subject to certain representations and warranties contained therein, each of which shall survive as and to the extent set forth in the Services Agreement. Notwithstanding the foregoing, this Bill of Sale is in all respects subject to the provisions of the Services Agreement and is not intended in any way to supersede, expand, limit or qualify any provision of the Services Agreement.

Seller does hereby agree, from time to time as and when reasonably requested by Buyer, to execute and deliver (or cause to be executed and delivered) such documents or instruments and to take (or cause to be taken) such further or other actions, as may be reasonably necessary to carry out the purposes of this Bill of Sale.

This Bill of Sale shall be construed, interpreted and the rights of the parties hereto determined in accordance with the laws of the State of Washington without reference to its choice of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed on its behalf by its representative thereunto duly authorized, all as of the day and year set forth above.

City of Kenmore

By: _____

Name: _____

Title: _____

APPENDIX A
TO BILL OF SALE

Type	Description	Number of Units
Luminaire ☒ Pole ☐ Other ☐	75W LED Lithonia Aeris T3 4K	2
Luminaire ☒ Pole ☐ Other ☐	109W LED Lithonia Aeris T3 4K	4
Luminaire ☐ Pole ☐ Other ☒	2' curved arm	6
Luminaire ☐ Pole ☒ Other ☐	35' MH Square Straight Steel Pole, Bronze	6
Luminaire ☒ Pole ☐ Other ☐	58W LED Selux Quadro H2 Ped Light T5 3K	5
Luminaire ☐ Pole ☒ Other ☐	14' MH Square Straight Steel Pole,	5
Luminaire ☐ Pole ☐ Other ☐		
Luminaire ☐ Pole ☐ Other ☐		
Luminaire ☐ Pole ☐ Other ☐		
Luminaire ☐ Pole ☐ Other ☐		
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Luminaire ☐ Pole ☐ Other ☐		

APPENDIX B
LOCATION DETAILS OR MAP

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/28/2025

Subject/Topic:	Proposed Council Action/Motion:
City Manager Employment Agreement Department: City Attorney's Office Prepared by: Dawn Reitan, City Attorney Attachments: Att. 1 City of Kenmore City Manager Employment Agreement	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☒ Authorize ☐ Other: Approve City Manager Employment Agreement with Teri Killgore and authorize the Mayor to execute the agreement

Approvals:

Department Head	N/A	City Attorney	DFR 7/18/25	Finance Director	MM 7/18/25	City Manager	SLL 7/18/25	Optional	N/A
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Summary/Background:

The City Council is requested to review and approve Att. 1 the City of Kenmore City Manager Employment Agreement

Previous Council Action(s):

In January, City Manager Rob Karlinsey provided notice that he would be leaving the City of Kenmore effective March 24, 2025. On February 10, 2025, the City Council directed City Manager to recruit a new City Manager through an executive firm, and the City Council selected GMP Consultants to implement a competitive search process. On June 23, 2025, after completing the competitive recruitment process, the City Council approved a motion authorizing the Mayor and City Attorney's Office to negotiate a contract with Teri Killgore for the Kenmore City Manager position and to bring back the negotiated contract for Council review and approval.

The attached City Manager Employment Agreement has been negotiated by the parties and includes the following terms and conditions:

- Sec. 3: Start date of September 8, 2025 with the option of working remotely 2 Fridays of each month (remote option located in Sec. 2.F)
- Sec. 4: Salary amount \$245,000

- Sec. 5: Procedures identified for performance review
- Sec. 6.G: Benefits consistent with personnel policies, plus: 10 years for accrued vacation leave (20 days), and a banked 80 hours of vacation and 60 hours of sick leave.
- Sec. 6.I: Monthly car allowance of \$500 (similar to \$450 car allowance in 2012/2016 City Manager contract with Rob Karlinsey)
- Sec. 12: Residency requirement, with 1 year to establish residency. One time payment of \$30,000 to defray costs of relocating, with graduated reimbursement schedule if employee leaves City employment within five years
- Sec. 13: Six months severance, which is consistent with other cities hiring new City Managers and 2012/ 2016 agreement with Rob Karlinsey
- Requirement that release be signed prior to receipt of severance if City Manager voluntarily leaves employment

Fiscal Consideration:

Employees salaries, including estimated cost of living and merit increases are included in the City's adopted budget.

City Council Priorities or Budget Objective Being Addressed:

All City Council priorities

CITY OF KENMORE
CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into between the City of Kenmore, Washington, a municipal corporation of the State of Washington (“City”) and Teri Killgore (“Employee” or “Manager”).

WHEREAS, the City desires to employ the services of Employee as the City Manager of the City of Kenmore, as authorized in Chapter 35A.13 of the Revised Code of Washington (“RCW”), and Employee desires to accept the position of City Manager; and

WHEREAS, the parties desire to establish the terms and conditions of Employee’s position with the City as City Manager; and

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree to the following terms and conditions:

Section 1. Employment. The City Council agrees to employ Employee as the City Manager for the City. By executing this Agreement, Employee accepts employment as the City Manager and agrees to be in the exclusive employment of the City while employed as City Manager. Employee shall serve at the pleasure of the City Council. As the City Manager, Employee shall be an “at will” employee of the City and shall be an exempt employee under the Fair Labor Standards, receiving no overtime payments and compensatory time.

Section 2. Powers, Duties & Personnel Policies.

A. Employee shall serve as the City’s chief administrative employee, and shall manage, administer, and direct the City’s overall functions and operations in accordance with Chapter 35A.13 RCW, and City ordinances and resolutions. Subject to the general supervision and direction of the City Council consistent with Chapter 35A.13 RCW, Employee shall perform such legally permissible and proper duties and responsibilities as provided for by State of Washington laws,

City ordinances and resolutions, including, but not limited to, Chapter 35A.13 RCW, and Chapter 2.10 of the Kenmore Municipal Code (“KMC”) and City Council directives.

B. Except as otherwise provided in this Agreement, Employee shall be subject to the City’s personnel policies and procedures.

C. Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations of the State of Washington and the City and the Code of Ethics of the International City/County Management Association (“ICMA”).

D. Employee shall not engage in any activities or enter into a contract that is, or may become, a conflict of interest as defined by State of Washington laws and City ordinances, or that is, or may become, incompatible with the position of City Manager.

E. Employee shall remain in the exclusive employ of the City and shall not accept other employment or become employed by any other entity without prior written approval of the City Council. The term “employed” and derivations of that term as used in the preceding sentence shall include employment by another legal entity or self-employment, but shall not be construed to prohibit occasional teaching, writing, consulting or military reserve service performed on Employee’s own time, and with the advance approval of the City Council.

F. Hours of Work. It is recognized that the Employee must on occasion devote time outside the normal office hours on business for the Employer and to that end the Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow the Employee to faithfully perform her assigned duties and responsibilities. The parties agree that Employee shall have the option to work remotely two Fridays a month.

Section 3. Term.

A. This Agreement shall become effective on September 8, 2025 (“Commencement Date”), and shall continue indefinitely until the City Council removes Employee from the City Manager position pursuant to RCW 35A.13.130 and 35A.13.140, as applied and interpreted in this Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Employee at any time, subject to the provisions set forth in Section 10 of this Agreement and those contained in applicable state or federal law. The parties agree that Employee’s “start date” with the City shall be the Commencement Date.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign her position with the City at any time, subject to the notice requirement set forth in Section 10 of Agreement.

Section 4. Salary. Beginning on the Commencement Date, the City shall pay Employee a salary of \$245,000 per year, payable in equal installments in accordance with the City’s normal payroll schedule. Employee’s salary shall be increased each January 1 by a cost of living adjustment equal to the cost of living increases for other full-time City employees, if any, or a merit increase in accordance with Section 5 of this Agreement, whichever is greater. This Agreement shall be deemed to be automatically amended to reflect any salary increases.

Section 5. Priority Setting and Performance Reviews.

A. The City Council and Employee shall participate in a City goal, priority and objective setting workshop in January or February each year. At this workshop, the City Council shall determine preliminarily the City goals, priorities and objectives for the remainder of the year. Also at this workshop, the City Council, with input from Employee, shall determine preliminarily Employee’s attainable performance measures for the remainder of the year, taking into account such goals, priorities and objectives and the City’s operating and capital budgets. At the next or

subsequent City Council meeting, the City Council shall establish formally the City goals, priorities and objectives and Employee's performance measures for the remainder of the year.

B. 6-month check-in. The Manager will receive a check-in review six months after the Commencement Date. The 6-month check-in will include Council review of confidential 360 feedback from individual executive leadership team members and individual feedback to the Manager from all members of the City council. This review will be facilitated by a mutually agreed third party.

C. Beginning in 2026, with the assistance of a facilitator selected by the City Council and agreed upon by the Manager, the City Council shall evaluate the performance of Employee annually in October or November each year. The evaluation shall take into account Employee's performance measures as established by the City Council, and any other relevant criteria determined by the City Council.

D. Within 5 days after the City Council's evaluation, the Mayor shall provide to Employee a draft written evaluation, and shall discuss the evaluation with Employee. If requested by Employee within 5 days, the Mayor shall provide for an opportunity to discuss the evaluation with the City Council in an executive session at the next or subsequent City Council meeting. After completion of the discussions, the evaluation shall become final.

E. After completion of the evaluation, the City Council may grant to Employee a salary increase based upon merit of up to five percent (5%) of Employee's salary at that time. Should adjustments be made to the City Salary schedule for classification and compensation studies or other reasons, the Employer agrees to additional increases necessary to maintain a minimum of 10% salary differential between the City Manager and her highest paid subordinate.

Section 6. Insurance and Other Benefits.

A. Except as otherwise provided in this Agreement, Employee shall be entitled to the same benefits in the same manner and to the same extent as for other full-time City employees and Department Directors, such as vacation, sick leave, holidays, leaves, medical, dental, insurance and retirement benefits as provided by the City's policies, municipal code, ordinances, personnel rules and regulations or other practices.

B. The amount of life insurance shall not exceed Employee's annual salary.

C. The termination or expiration of this Agreement and of Employee's employment shall be deemed a "layoff" or "resignation" for purposes of payment of unused sick leave.

D. The City shall enroll Employee in the Public Employee Retirement System of Washington ("PERS") and make all legally required City contributions for Employee's participation in PERS. Employee shall be responsible for paying all legally required employee contributions for Employee's participation in PERS.

E. If Employee participates in an IRS Section 457 plan, or similar deferred compensation plan, the City shall match Employee's contribution to the plan up to a maximum of five percent of Employee's current annual base salary.

F. Employee is aware that the City participates in a 401A Program that is in lieu of the Social Security program.

G. Vacation and Sick Leave. The Manager shall be credited with 10 years of service for the purpose of accruing vacation leave, and each year thereafter the total years of service used for vacation accrual will increase by one year. The Manager shall accrue sick leave as that benefit is described and defined for Department directors. Upon employment, the Manager shall be credited with 80 hours of vacation and 60 hours of sick leave.

H. Executive Leave. Beginning in 2026, the Manager will receive executive leave as that benefit is described and defined in Section 6.12 of the City's Personnel Policies, currently 80 hours per year.

I. Vehicle Allowance. The City shall pay the Manager a sum of five hundred dollars (\$500.00) per month as a vehicle allowance to reimburse the Manager for mileage and depreciation, insurance and any other expenses for use of her personal vehicle in her duties as the Manager. The Manager may also use a City vehicle, if available.

J. Equipment. Employee shall receive similar equipment as other employees to conduct business and shall, at a minimum, be provided a cell phone and a laptop computer at the City's expense.

K. No Reduction of Benefits. Unless expressly provided herein, Employer shall not at any time during the term of the Employee's tenure in office reduce the salary, compensation, or other financial benefits of Employee, including office arrangements, except to the same degree of such a reduction across-the-board for all employees of the Employer.

Section 7. Professional Development.

A. In accordance with City policies and procedures, the City shall pay for travel, lodging, meals and registration at conferences of the Washington City/County Managers Association ("WCMA"), and as the City budget allows, at the conferences of the ICMA.

B. The City shall pay for membership dues for the ICMA and WCMA.

C. The City shall pay for membership dues in up to four civic clubs or organizations that hold their meetings in or serve the area of the City. Employee shall report to the City on each membership that she has taken out at City expense.

Section 8. Confidentiality and Ethics.

A. Employee's position is managerial, and she will occupy a position of confidentiality involving personnel, labor relations, and legal matters.

B. Employee shall be bound by and shall act in accordance with applicable state law, including, but not limited to, Chapter 42.23 RCW, the Kenmore Municipal Code, City Ethics A-1, and the ICMA Code of Ethics.

Section 9. Indemnification. The City shall indemnify and provide a defense of claims of liability arising out of the acts or omissions of Employee, in accordance with Chapter 2.50 KMC. The terms of this provision assume and are conditioned upon Employee acting in a lawful manner and within the scope of her authority as City Manager and fully cooperating in the defense of any such claims and suits.

Section 10. Termination and Resignation.

A. The City Council may terminate Employee "without cause" at any time pursuant to the general procedures of RCW 35A.13.130 and 35A.13.140. For such a termination "without cause," the parties agree that the reasons for termination under RCW 35A.13.130 shall be "mutual agreement of the parties pursuant to employment agreement," and that Employee shall not reply in writing to the notice of termination pursuant to RCW 35A.13.140.

B. The City Council may terminate Employee "for cause" upon 30 days' notice of termination pursuant to the general procedures of RCW 35A.13.130 and 35A.13.140. The term "cause" shall mean:

1. Conviction of, plea of guilty to, or no contest of a felony;
2. Conviction of, plea of guilty to, or no contest of a criminal act relating to employment with the City or otherwise involving dishonesty, fraud or physical violence;
3. Repeated neglect of duties and responsibilities under this Agreement;
4. Loss of legal capacity;

5. Long-term disability that prevents Employee from performing the essential duties of the position, with or without reasonable accommodation;

6. Repeated refusal to follow one or more reasonable instructions or requests of the City Council consistent with Chapter 35A.13 RCW;

7. Conduct, relating to City employment, which, while not criminal in nature, violates the City's Personnel Policies or other reasonable standards of professional and personal conduct in some substantial manner injurious to the business or reputation of the City; or

8. Material breach of this Agreement.

C. The City's Personnel Policies regarding discipline and termination shall not apply to Employee's termination under this Section.

D. Employee may resign voluntarily following at least sixty (60) days' prior written notice. In the event of Employee's resignation, the City reserves the right, in its discretion, to earlier terminate Employee's employment and to pay Employee her regular base salary and benefits through the effective resignation date, in lieu of her working the entire notice period.

E. Accrued Benefits. During any notice period under this agreement, the Manager shall be entitled to accrual and payment of benefits as set forth above. Upon separation of employment for any reason, the Manager shall be entitled to payment for accrued vacation.

Section 11. Bond. As required by RCW 35A.13.070, Employee shall file with the City Clerk a bond in favor of the City in the amount of \$50,000. The City shall pay for the premium of the bond.

Section 12. Residency & Relocation Costs.

A. Employee's residency within the City of Kenmore is required. Employee shall have one year from the Commencement Date to establish residency within the City of Kenmore.

B. In order to accommodate costs associated with establishing residency in the City,

Employee shall receive a one-time payment for relocation costs in the amount of \$30,000. Employee agrees to refund this one-time payment for relocation costs should she voluntarily separate from employment with the City at the following rates:

1. Prior to the end of the first year – One hundred percent (100%)
2. Prior to the end of the second year – Eighty percent (80%)
3. Prior to the end of the third year – Sixty percent (60%)
4. Prior to the end of the fourth year – Forty percent (40%) and
5. Prior to the end of the fifth year – Twenty percent (20%)

Section 13. Severance Pay.

A. If the City Council terminates Employee's employment under Section 10 this Agreement "without cause," the City shall pay Employee severance pay in the amount of Employee's regular base salary for a period of six (6) months. The severance pay period shall increase by one month for every year of Employee's employment with the City, up to a maximum of twelve (12) months. The severance payments shall be paid in installments over the severance period in accordance with the City's normal payroll schedule, starting after the termination date or after the effective date of the legal release of sub-paragraph below, whichever occurs last or as a lump sum at the manager's choice. For the length of the severance period noted above, the City shall continue and pay for Employee's health insurance benefits that applied to Employee and any covered dependents during Employee's employment, at the level of coverage in effect for City employees during the severance period, regardless if the employee elected to receive wages as a lump sum.

B. As a condition to receive severance pay under this Section, Employee shall sign, concurrent with her separation and in a form provided by the City, a legal release of any and all claims of any kind against the City (except for earned and unpaid wages and benefits under this

Agreement), agreeing neither to bring any litigation or claims against the City and its officials, officers, employees and agents, nor to make any written or oral communications that are harmful to the reputation of the City or any elected or unelected City official, officer, or employee. The City agrees the release shall include non-disparagement language in a form acceptable to the parties.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and shall supersede, modify, and/or rescind all prior written or oral understandings and agreements between the parties. This Agreement may be amended only by written agreement signed by the parties.

Section 15. Rights and Remedies. The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise

Section 16. Notices. All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses:

City of Kenmore

Attn: City Council
18120 68th Ave NE
Kenmore, WA 98028

Teri Killgore

Address as shown on the most current
City roster at the time of mailing or
other address designated in writing

CITY OF KENMORE

EMPLOYEE

By: _____
Name: N i g e l H e r b i g
Title: Mayor

Name: T e r i K i l l g o r e
Title: City Manager

D a t e : _____

D a t e : _____

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/28/2025

Subject/Topic:	Proposed Council Action/Motion:
Northshore Senior Center Funding Department: City Manager's Office Prepared by: Tambi Cork Interim Deputy City Manager Attachments: 2025-2026 City of Kenmore Human Services Contract - Northshore Senior Center	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: Approve that ongoing funding for the Northshore Senior Center, which totals \$67,000 annually for the 2025-2026 biennium, be removed from the competitive Human Services Grant Program and become a direct allocation in the general Human Services budget, starting in 2025. Authorize the City Manager to execute contract 25-C3123 with Northshore Senior Center.

Approvals:

Department _____ City _____ Finance _____ City _____
 Head TC 7/10/25 Attorney DFR 7/16/25 Director MM 7/16/25 Manager SLL 7/10/25 Optional JG 7/10/25

Summary/Background:

Many cities in King County, including Kenmore, allocate funding toward human services as a way to support their residents to address both temporary and chronic circumstances. Kenmore's human services funding consists of local General funds. A portion of the overall support is allocated competitively through the Human Services Grant Program and a portion is allocated non-competitively. Historically, the Northshore Senior Center has submitted applications for funding through the competitive funding process, and the City has fully funded the Northshore Senior Center grant requests. On November 18, 2024, Council approved \$55,000 annual funding in 2025 and 2026 for Northshore Senior Center programming as part of the 2025-2026 Human Services Funding Recommendation.

Additionally, the City provides support to the Senior Center through the lease of City-owned property in Rhododendron Park. Until this year, the Northshore Senior Center operated picnic shelter reservations for sites in Rhododendron Park, and the revenues were paid directly to the Senior Center. With the installation of three additional picnic shelters within City parks as part of CIP improvements, the City

updated the Picnic Shelter Reservation Policy in 2024 and now manages all picnic shelter reservations for all city parks, including those in Rhododendron Park. The City Manager direction at the time of that transition was to gather historical data and determine a lump sum amount to be given to the Senior Center to make up for this lost revenue. See the table below for the 3-year average.

2021	\$10,885
2022	\$12,625
2023	\$10,625
3-Year Average	\$11,378

Based on these revenues, staff proposed, and the City Manager approved, a lump sum payment of \$12,000 annually, with the intention that this payment be integrated into future Human Services funding contracts.

As follow up to the 2024 Human Services Needs Assessment and the 2025–2026 Human Services Competitive Grant Funding process, and in light of this additional funding allocated to the Senior Center, staff propose removing the Northshore Senior Center from the formal competitive human services grant process moving forward. This recommendation acknowledges the Center’s unique role as a long-standing community partner operating out of a City-owned facility in Rhododendron Park, brings administrative efficiency, and maintains the City's longstanding support for the Center. Staff recommend transferring ongoing funding— \$67,000 (\$55,000 + \$12,000) in 2025—from the competitive Human Services Grant Program budget to the general Human Services budget as a direct allocation.

The Center will continue to operate under a formal contract, consistent with other service providers, and will be subject to the same invoice, performance reporting, and monitoring requirements. Combining scopes of service into one contract meets the threshold of \$50,000 for Council approval; therefore, a motion to approve the attached contract is also required.

Previous Council Action(s):

November 18, 2024: Human Services Grant Funding Recommendation

Fiscal Consideration:

There is no overall financial impact from this administrative change. The City Council will retain authority to approve funding allocations each biennium, and funding for 2025–2026 has already been approved in the City’s budget. For future budgets, the Housing and Human Services Manager will include a funding recommendation for the Northshore Senior Center, outside of the competitive funding process, in the Human Services Budget recommendation to Council. Any future changes to this funding level will be proposed by the Human Services Manager, subject to Council approval.

City Council Priorities or Budget Objective Being Addressed:

3. Finalize, adopt, and implement the Human Services Strategic Plan.

City of Kenmore Contract #: 25-C3123

Allocated Annual Amount: \$67,000

Date Start: 1/1/2025

Date End: 12/31/2026

CONTRACT FOR PROVISION OF HUMAN SERVICES

THIS AGREEMENT is entered into on this 29th day of July, 2025, by and between the CITY OF KENMORE, a Washington municipal corporation ("City") and Northshore Senior Center, a Washington nonprofit organization ("Agency").

Agency Name: Northshore Senior Center

Program Name:

Street Address:

City, State Zip:

Agency Contact:

Agency Phone Number:

Email Address:

RECITALS:

WHEREAS, the City has determined the need to have certain services performed for its low income and/or disabled residents and has allocated funds for the purpose of supporting these human service activities, and

WHEREAS, the City desires to have the Agency perform such services pursuant to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

1. Scope and Schedule of Services to be Performed by Agency.

The Agency shall perform those services described on Exhibit A which is attached hereto and incorporated herein by this reference as if fully set forth herein. In performing such services, the Agency shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Agency shall request and obtain prior written approval from the City to modify the scope or schedule in any way.

2. Maximum Compensation and Method of Payment.

The City shall pay the Agency for services rendered as described in Exhibit A. The Agency shall submit quarterly invoices, on the form attached as Exhibit "B". The quarterly amount billed shall be one-fourth of the annual allocation unless other arrangements are made in writing. The total amount to be paid shall not exceed \$67,000 in 2025. The amount paid shall not exceed \$67,000 in the second contract year of 2026, provided however, that funding in the second contract year is not guaranteed but is dependent on there being available funds which are appropriated by the Kenmore City Council.

3. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Agency and shall not be obligated to make payments for services after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

4. Agency Budget.

The Agency shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement in exchange for the services provided by the Agency as described in Exhibit A. If the Agency desires to amend its budget in any way, it shall request prior written approval from the City.

5. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing January 1, 2025 and ending December 31, 2026. This contract may be terminated at any time, pursuant to the provisions hereinafter specified.

6. Independent Agency.

Agency and City agree that Agency is an independent Agency with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Agency nor any employee of Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any employee of the Agency. The City makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.

7. Work Performed at the Agency's Risk.

The Agency shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of providing the services hereunder and shall utilize all protection necessary for that purpose. All services shall be provided at the Agency's own risk, and the Agency shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Agency for use in connection with the provision of services.

8. Indemnification.

The Agency shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance Requirements.

- A. Insurance Term. The Agency shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Agreement and such coverage shall remain in effect through the term of the Agreement.
- B. No Limitation. The Agency's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Agency to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. The Agency's required insurance shall be of the types and coverage as stated below:
 - 1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. *Commercial General Liability* insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Minimum Amounts of Insurance. The Agency shall maintain the following insurance limits, as applicable:
1. *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. *Commercial General Liability* insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.
 3. Tenant Discrimination insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- E. City Full Availability of Agency Limits. If the Agency maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Agency, irrespective of whether such limits maintained by the Agency are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Agency.
- F. Other Insurance Provision. The Agency's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Agency's insurance and shall not contribute with it.
- G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

- H. Verification of Coverage. The Agency shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Agency before commencement of the work. Upon request by the City, the Agency shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.
- I. Subcontractors' Insurance. The Agency shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Agency-provided insurance as set forth herein, except the Agency shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Agency shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- J. Notice of Cancellation. The Agency shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- K. Failure to Maintain Insurance. Failure on the part of the Agency to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Agency to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Agency from the City.

10. Record Keeping and Reporting.

- A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by the City.

11. Audits and Inspections.

The Agency agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The records and documents with respect to

all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City or its agents during the performance of this Agreement.

12. Termination.

This Agreement may at any time be terminated by the City giving to the Agency thirty (30) days' written notice of the City's intention to terminate the same. Failure to provide products or services on schedule and/or as set forth in Exhibit A may result in contract termination. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

13. Force Majeure.

Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.

14. Discrimination Prohibited.

The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, sexual orientation, or presence of any sensory, mental or physical handicap.

15. Assignment and Subcontract.

The Agency shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment without the prior written consent of the City shall be void.

16. Entire Agreement.

This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Waiver.

Any waiver by the Agency or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

18. Modification.

This Agreement may only be amended by written agreement signed by both Parties.

19. Applicable Law; Venue; Attorneys' Fees.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

20. Compliance with Laws.

The Agency agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

21. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

22. Severability.

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

23. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

A. Notices to the City of Kenmore shall be sent to the following address:

City of Kenmore
Attn: City Clerk's Office
18120 68th Avenue NE
Kenmore, WA 98028
Email: clerks@kenmorewa.gov Phone: 425-398-8900

B. Notices to the Agency shall be sent to the following address:

Contact Name:
Agency Name:
Street Address:
City, State Zip:
Email: Phone No:

24. Venue.

This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

25. Public Disclosure.

Agency understands that this Agreement is with a government agency and thus all records created, submitted to the City, or used in the course of Agency's provision of services under this Agreement with the City may be considered "public records" and are potentially subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Agency agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Agency, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Agency to search its files for responsive records, Agency agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

IN WITNESS WHEREOF, the City and the Agency have executed this Agreement as of the date first above written.

Agency Receiving Funds

Signature: _____
Name: _____
Title: _____
Date: _____

City of Kenmore

Signature: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

Kenmore City Attorney's Office

EXHIBIT A
Scope of Work

Agency	Northshore Senior Center
Program	Adult Day Health and Inclusion

Funds Awarded (maximum reimbursement amount, contingent on city's funding availability, agency performance, and other contract factors)		
First Term:	2025	Second Term: 2026
Award:	\$ 8,000	Award: \$ 8,000
		Contract # 25-C3123

Single Point of Contact			
Name	Judi Pirone	Email	JudiP@mynorthshore.org
Title	Director – Northshore Health & Wellness Center	Phone	425-286-1037

Contract Goals: Clients, Service Units, and Outcomes

Unduplicated Kenmore Clients Served:	22
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Service Unit 1	Units for Kenmore Residents Based on Funds Awarded:	86
Name:	Adult Day Care	
Measurement:	Visit	
Description:	Social / recreational activities, health / rehabilitative services and a healthy meal.	

Outcome 1	Achievement Rate Target:	75%
Adult Day Health Participants will improve/maintain or slow their decline in the areas of physical functioning, cognitive behavioral and activities of daily living as a result of our interventions.		

EXHIBIT A
Scope of Work

Agency	Northshore Senior Center
Program	Kenmore Senior Center

Funds Awarded (maximum reimbursement amount, contingent on city's funding availability, agency performance, and other contract factors)			
First Term:	2025	Second Term:	2026
Award:	\$ 47,000	Award:	\$ 47,000
			Contract # 25-C3123

Single Point of Contact			
Name	Pasha Mohajerjasbi	Email	PashaM@mynorthshore.org
Title	Program Supervisor	Phone	425-286-2896

Contract Goals: Clients, Service Units, and Outcomes

Unduplicated Kenmore Clients Served:	151
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Service Unit 1	Units for Kenmore Residents Based on Funds Awarded:	974
Name:	Drop-In Visit	
Measurement:	Visit	
Description:	Visits for programs, food bank, services or recreation.	

Outcome 1	Achievement Rate Target:	75%
Program participants report feeling happier and more satisfied with their lives since becoming involved with the senior center.		

EXHIBIT A
Scope of Work

Agency	Northshore Senior Center
Program	Transportation Program

Funds Awarded (maximum reimbursement amount, contingent on city's funding availability, agency performance, and other contract factors)			
First Term:	2025	Second Term:	2026
Award:	\$ 12,000	Award:	\$ 12,000
			Contract # 25-C3123

Single Point of Contact			
Name	Cliff Perry	Email	cliffp@mynorthshore.org
Title	Transportation Operations Manager	Phone	425-286-1075

Contract Goals: Clients, Service Units, and Outcomes

Unduplicated Kenmore Clients Served:	45
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Service Unit 1	Units for Kenmore Residents Based on Funds Awarded:	115
Name:	Transportation	
Measurement:	One-Way Trip	
Description:	One-Way trips provided to Kenmore residents	

Outcome 1	Achievement Rate Target:	90%
Seniors and people with disabilities who are otherwise unable to use regular transit options are able to access needed services and resources.		

EXHIBIT B

Invoice & Service Reporting Form

Submit invoice and service reports via Human Services Share1App as governed by a Human Services Interlocal Agreement

EXHIBIT C

Fill out and return the latest IRS W-9 form, linked below.

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>



Subject/Topic:	Proposed Council Action/Motion:
Aerial orthophotography acquisition, and updates to contours, and impervious feature GIS data. Department: Environmental Services Prepared by: Richard Sawyer Environmental Services Director Attachments: eCityGov Aerial Acquisition ILA	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Authorize Interim City Manager to execute Interlocal Agreement with eCityGov Alliance for 2026 aerial orthophotography acquisition and updates to contours and impervious feature GIS data in an amount not to exceed \$22,400.

Approvals:

Department Head	City Attorney	Finance Director	City Manager	Optional
RS 7/21/2025	NA	NA	SLL 7/21/25	NA

Summary/Background:

Every 2-3 years the city partners with neighboring jurisdictions, via interlocal agreement, to acquire updated aerial photography of the region, which includes updated contours and impervious features (such as rooftops, roads and driveways). The ILA provides a cost-effective approach to acquiring data and allows partners to cost share administrative and mobilization costs and proportionally share costs of overlapping boundary segments. Acquisition of data is planned for 2026, and final deliverables are anticipated to be completed September-November 2026. This ILA includes nine partners, including eight cities and one utility district and is being administered through the eCityGov Alliance.

Previous Council Action(s):

NA

Fiscal Consideration:

Aerial orthophotography acquisition is estimated to cost \$7,400 and contour and impervious feature data costs are estimated to be \$15,000 (total of \$22,400). The adopted 2025-2026 Biennium Budget allocates \$25,000 for aerial acquisition and associated GIS data updates.

City Council Priorities or Budget Objective Being Addressed:

Providing up-to-date GIS data and aerial imagery supports all City departments and promotes the implementation of all City Council priorities, including the preamble.

SERVICE AGREEMENT RELATING TO THE 2026 AERIAL MAPPING PROJECT

This Agreement Relating to the 2026 Aerial Mapping Project (Agreement), is entered into by and between the cities of Bellevue, Bothell, Kenmore, Kirkland, Mercer Island, Newcastle, Redmond and Sammamish, the Northshore Utility District (Participants) and the eCityGov Alliance (Alliance) all of which may be referred to hereinafter individually as "Party" or collectively as the "Parties."

1. PURPOSE

The purpose of this Agreement a collaborative framework for the joint effort between the Alliance and certain government entities that were party to a similar agreement as this expanded Agreement in the Puget Sound Region. This Agreement provides an overall scope, schedule and funding structure for the Participants to cost-share in acquiring high-quality orthophotography imagery to be used by each Participant for various planning purposes, including infrastructure, utilities and community development. This Agreement is a binding commitment by each Participant to honor the financial and schedule requirements set out in the sections below. The overarching goal of this Agreement is to achieve a positive Project outcome for all Participants, which will require each Participant to fully engage in, and expeditiously act on, defined Project milestones.

2. BACKGROUND

There is an extensive history of aerial mapping projects in the Puget Sound Region going back many decades – some of it is agency-specific and some collaborative or consortium-based. Overall, these efforts have had varied outcomes ranging from excellent to satisfactory to barely acceptable. Work continues sporadically among professional organizations and ad hoc committees to refine, focus, and execute an effective, workable approach to regional aerial mapping – better expressed as a subset of primary data acquisition for geographic information systems (GIS) and other applications.

With the ongoing development of Seattle's suburban perimeter, the need for current aerial imagery – ideally, high-resolution color orthophotography with infrared spectrum and related products suitable for large-scale urban mapping uses – continues to be a priority for many jurisdictions. These products have resulted in major financial gains for some jurisdictions when focused on targeted organizational business needs (for example, updated impervious fee structures resulting in increased revenue streams).

3. AUTHORITY

The Alliance is a governmental administrative agency formed pursuant to an Amended and Restated Interlocal Agreement Establishing eCityGov Alliance (Interlocal Agreement) and chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington (RCW), and it is organized as a nonprofit corporation under chapter 24.06 RCW. Pursuant to the Interlocal Agreement, the Alliance has the responsibility for developing, owning, operating, and managing Alliance programs and services on behalf of its governing body and customers. Pursuant to chapter 39.34 RCW, the Alliance may enter into service agreements directly with any other public entity created and governed by the State of Washington, or any other public entity provided by any other State and Local laws governing public entities.

The Alliance is committed to put in place the Project structure and resources to assure a positive outcome for the Project. It has experience facilitating such collaborative efforts, including working relationships with the Participants, and the stakeholder support, to manage the Project professionally and in a fiscally-responsible fashion. It currently manages three technology products providing services to over 20 public entities within the State of Washington, who each pay fees to the Alliance for these services.

4. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the following meanings:

A. ADMINISTRATIVE FEES

Administrative Fees are incurred through the administrative tasks necessary to manage the Project. This includes the responsibilities of the Alliance Executive Director, Project Manager and Administrative Staff responsibilities such as contract drafting, invoicing, finance management, issue identification and resolution, and technical support.

B. BASE PRODUCT

The base product is the acquisition of aerial imagery suitable for production of high-quality digital elevation data, high-resolution color orthophotography, and map compilation for the agreed upon project area. The product will be used to produce new ortho imagery and optionally, to update existing impervious surface features and topographic contours.

C. PARTIAL PAYMENT

Partial payment may be implemented if a Participant withdraws from the Project within the agreed upon timeframe as outlined below in item 10-A below. Additionally, partial payment may be utilized if a Vendor deliverable has not been completed/accepted according to the Agreement.

D. PARTICIPANT

Participants are local governments that would like to participate in the Project by executing this Agreement.

E. PROJECT MANAGER or PM

An independent contractor selected by Alliance who will provide regular communications, schedule updates, coordination among the Participants to this Agreement, and some data quality control services for the Project through a contract with the Alliance.

F. SUPPLEMENTAL FEES

Supplemental fees are in addition to the Vendor Fees for supplemental products requested by Participants and invoiced separately from the Vendor Fee invoices.

G. SUPPLEMENTAL PRODUCT

Participants who request supplemental products such as topographic contours and impervious surface mapping that are not part of the Base Product are considered a Supplemental Product.

H. VENDOR

An expert aerial mapping firm, or team of firms, selected by Alliance to enter into a professional services agreement (PSA) covering the duration of the Project, who will have the responsibility of completing the scope of work (SOW) attached to this Agreement (see Attachment 1).

I. VENDOR FEES

Vendor fees will be based on a per-map cost negotiated with the Vendor, with Participant totals varying depending on project area extents and adjacent agency project area overlaps. The Alliance will distribute a Project pricing spreadsheet to all Participants as a summary of what these costs will be.

5. ROLES AND RESPONSIBILITIES

The Alliance and the Participants hereby agree as follows:

A. Alliance

The Alliance agrees to serve as fiscal, administrative, coordinating and contracting agency on the Project through completion, estimated to be through January 31, 2027. The Project involves engaging multiple parties/Vendors including the following:

- i. An aerial mapping vendor/vendor team (Vendor) to utilize industry best practices and technology solutions to develop products meeting Participants' business needs for the urban mapping environment.
- ii. An experienced GIS professional will serve as a dedicated Project Manager to monitor all Project phases and communicate effectively with Alliance, Participants, and the Vendor team.
- iii. Alliance administrative staff who will assist with contract creation, financial transactions and other administrative support for the Project. The contract creation effort includes the Agreement for all participants as well as the contractor agreement with the Vendor.

The Alliance will assign appropriate resources to manage the Project and act as managing agency with Alliance Executive Director as overall Project Administrator, who will also manage the staff providing administrative support and the contracted Project Manager.

B. Participant

Participants are considered committed entities who have indicated interest, business need, and available budget to participate in the Project. Participants agree to the commitments and contingencies as outlined further below in section 10.

In exchange for the services to be provided by the Alliance pursuant to this Agreement, each Participant agrees to budget for and pay the fees outlined in section 9.

6. OVERSIGHT AND ADMINISTRATION

The Alliance will conduct the Project as contracting agent, coordinator, and overall manager. The Project theme of *collaboration* is emphasized as a key ingredient in progressing satisfactorily through the various Project tasks and achieving a successful outcome. Accordingly, the Alliance will develop a Project plan and timeline that will serve as the blueprint for all Project activities.

Except for those items described in Section 10 below, Alliance regards the Project as a relatively straightforward and mostly routine technology initiative following well-defined technical specifications and aerial mapping industry best practices.

The Alliance shall select a Vendor to perform and deliver Project deliverables as an independent entity from the Alliance and from the Participants, working diligently to ensure timely completion and deliver of high-quality deliverables within the specified timeline and budget. Tasks to be performed by the Vendor are substantially defined in Attachment 1 to this Agreement. The Vendor shall be retained by separate agreement to be executed by the Alliance, which shall state that the Vendor is and shall act as an independent consultant and not as the employee, agent, or representative of the Alliance in the performance of any services for the Alliance.

The Alliance shall manage a Project Manager (PM) to work diligently to ensure timely completion and delivery of high-quality deliverables within the specified timeline and budget. Tasks include but are not limited to communicating project status and other related information among all Participants and the Vendor, attending participant/project/vendor meetings, updating the project schedule as needed, and presenting project status reports. The PM shall act as an independent consultant and not as the employee, agent, or representative of the Alliance in the performance of any services for the Alliance. The PM is expected to oversee an effective execution of Project tasks and activities, including regular interaction with both the Participants and the Vendor team.

7. EFFECTIVE DATE AND TERM

This Agreement shall be effective as of the signature date of the Alliance represented at the end of this Agreement (Effective Date) and may be executed from time to time by a Participant desiring services from the Alliance relating to the Project. A Participant may continue receiving services under this Agreement until such Participant has notified the Alliance in writing that its Project deliverables have been received, reviewed, and accepted, and that the Alliance has satisfactorily completed financial transactions between itself and the Participant, and between itself and the Vendor. The end date of the vendor contract, and therefore this Agreement with the Parties is expected to be no later than January 31, 2027.

8. DELIVERABLES

This Project is intended to provide an expedient data set to multiple entities who have identified business needs for current aerial mapping products, but who may lack resources to accomplish such an effort independently. A collaborative effort offers various tangible and intangible benefits, not the least of which is shared costs. This includes Project administrative and Project management costs, but most notably reduced costs where Participant project areas overlap. In this situation, the deliverable project costs are reduced, at an individual mapping unit level, for each Participant to $1/n$, where n is the number of overlapping map areas.

The deliverables include aerial mapping products, and the base product will be high-resolution color orthophotography suitable for large-scale urban mapping applications as described in Attachment 1. The orthophotography will cover each Participant's indicated area of interest in its entirety. Some Participants have expressed an interest in supplemental products such as topographic contours and impervious surface mapping. These needs will be accommodated as secondary priorities within the overall project scope, with the color orthophotography being the primary deliverable. Supplemental products are to be invoiced to the requesting Participant as those deliverables are completed.

All data requested and paid for within a Participant's area of interest will be provided to each Participant as the main deliverable, including both base product and supplemental product data. Each Participant will own full legal title to such deliverables paid for and received pursuant to this Agreement. If a Participant terminates its participation in this Agreement, it will own any deliverables that it paid for and received, but it will not have any right to receive further deliverables relating to the Project under the terms of this Agreement.

9. FINANCIAL TERMS AND PAYMENT PROCESS

The Alliance agrees to serve as contracting agent for this Project, executing and administering a professional services agreement with its selected Vendor. The funding for the Project will be shared by the Participants and be of three types:

- A. Vendor fees. Alliance will distribute a Project pricing spreadsheet to all Participants as a summary of what these costs will be as shown in Attachment 2. These amounts will be based on a per-map tile cost negotiated with the Vendor, with Participant totals varying depending on the extent to which Participant areas of interest overlap. In the case of overlapping areas among Participants, the cost for an overlapping map area will be split among the overlapping Participants.
- B. Administrative fees. Alliance will also include an administrative fee for each Participant as part of the total costs to Participants as shown in Attachment 2. These amounts are based on costs incurred by Alliance to pay for the contracted PM and the administrative work associated with the Project. Administrative work includes contract creation and management, financial management and transactions, contractor management and general Project oversight.

- C. Supplemental fees. Participants requesting supplementary mapping products such as topographic contours and impervious surface mapping will be invoiced as those deliverables on a request per Participant basis. These fees will be set based on the contract with the Vendor to conduct this additional work and will be invoiced by the Alliance to pay the Vendor.

Alliance will invoice Participants for progress payments using the following milestones/schedule.

1. Flight preparation (target April 31, 2026) – 50%
2. Orthophotography final acceptance (target September 31, 2026) – 50%
3. Supplemental GIS work final acceptance (target November 15, 2026) – 100%

NOTE: The dates above are for Alliance accounting purposes only and are not the dates of the actual deliverable milestones from the vendor's work. These are dates to allow for a period of invoice collection in preparation for payment to the vendor closer to the actual deliverable dates.

Since Vendor payment by Alliance is contingent on Participant payment to Alliance, prompt payment of each of these invoice cycles is required, in no case more than 45 calendar days from invoice receipt by Participant. It is each Participant's responsibility to conduct deliverable reviews and acceptance within these time constraints so that Alliance can process Vendor payments as quickly as possible.

10. COMMITMENTS

In signing this Agreement, each Participant commits to the following.

- A. The Project scope of work and technical specifications as shown in Attachment 1.
- B. Each Participant's respective fees as shown in Attachment 2.
- C. The addition of new Participants to the Project by the execution, from time to time, of additional Participants to this Agreement; provided, however, any such addition shall be agreed to by the Vendor and shall not adversely impact the Project schedule.
- D. Commitment to complete the Project, including full payment for services/products received.
- E. Assignment of adequate staff or other resources to review Project deliverables within the indicated time constraints. Any deliverables returned to the Vendor for rework will also be subject to a redelivery/review/acceptance timeline.

11. AMENDMENT, MODIFICATION AND TERMINATION

- A. Amendment or Modification. The parties to this Agreement may amend or modify this Agreement, in whole or in part, by mutual agreement. Any amendment or modification shall be signed by all Participants and Alliance hereto.
- B. Termination for Convenience. If a Participant elects to terminate its participation in this Agreement due as a convenience for the Participant's need, it may do so by submitting written notice as described in Section 14. Participants who chose to terminate their participation in the Project are responsible for partial payment, which includes Vendor and Administrative fees. The remaining fees for the remaining Participants will be recalculated by Alliance and presented to the remaining Participants.
- C. Termination by Mutual Agreement. The parties may terminate this Agreement, in whole or in part, at any time, by mutual agreement. In this case any already incurred costs will be invoiced to the terminating Participant and the remaining fees for the remaining Participants will be recalculated by the Alliance and presented to the remaining Participants.

12. DISPUTE RESOLUTION

The general approach to this Project is a supportive collaboration of cost-sharing among its Participants. The first step for resolving any disputes will be for Participants to work together to resolve the dispute through discussion and negotiation among the Participants.

In the event of a dispute between Participants that cannot be resolved by the Participants, the Alliance Executive Director will serve as the mediator and resolve those disputes where feasible and appropriate. Alliance reserves the right to decide on the outcome of any dispute among Participants that pertains to the specifics of this Agreement, but is not a legal matter among Participants, in which case Parties should follow their appropriate legal processes and remedies set by their respective entities.

Any dispute between Participants that is not resolved by the Alliance Executive Director, or any dispute between Participants and Alliance, or any decision by Alliance that needs elevation to a higher authority will be referred to the Alliance Executive Board. The Alliance Executive Board reserves the right to decide on the outcome of any dispute among Participants that could not be resolved by the Alliance Executive Director or is a dispute with the Alliance Executive Director, but is not a legal matter among Participants and the Alliance, in which case Parties should follow their appropriate legal processes and remedies set by their respective entities.

Any dispute not able to be resolved by the Alliance Executive Board will be referred to public entity mediation or any appropriate legal processes and remedies set by the parties' respective entities.

13. NOTIFICATIONS

Any notices to be given under Section 12 of this shall be in writing and shall be delivered electronically via email, and by physical mail addressed to:

eCityGov Alliance
Attention: Executive Director
PO Box 90012
Bellevue, WA 98009-9012
info@ecitygov.net

Other notices to be given under this Agreement may be given electronically.

14. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which shall remain in effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable. Should the invalidated provision be necessary to accomplish the purpose of the Agreement, the parties agree to negotiate a provision which will allow such purpose to be accomplished. If agreement cannot be reached on a replacement provision, the Agreement will be deemed terminated as of the date required by the invalidation.

15. APPLICABLE LAWS

The parties hereto shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

16. HOLD HARMLESS AND INDEMNIFICATION

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each party to this Agreement shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature

whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to any party exercising the right of termination.

17. NO PRECLUSION OF ACTIVITIES OR PROJECTS

Nothing herein shall preclude any party from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on the other Participants.

18. ENTIRETY OF COMPLETE AGREEMENT

This Agreement supersedes all prior negotiations, representations and agreements between the Participants to the subject matter hereof and constitutes the entire agreement between the parties hereto.

19. COUNTERPARTS

This Agreement may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all Participants had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

20. MAINTENANCE OF RECORDS

The Alliance and its fiscal agent shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel from any party hereto, other personnel duly authorized by any party hereto, the Office of the State Auditor, any person making a request for information under the Public Records Act, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration of the Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Participants shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

21. PUBLIC INFORMATION

All parties to this Agreement acknowledge that they are subject to chapter 42.56 RCW, the Public Records Act and related public information requirements.

22. MISCELLANEOUS

- A. *Equal Opportunity.* No party to this Agreement shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.).
- B. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties under any of the provisions of this

Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- C. *Non-Waiver of Breach.* The failure of a party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. *No Joint Venture or Partnership.* No joint venture, separate administrative or governmental entity, joint board, or partnership is formed as a result of this Agreement.
- E. *Assignment.* The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.
- F. *Prior Acts.* All acts taken by the Parties hereto but prior to the effective date of this Agreement are hereby ratified and confirmed.

The Participants hereby agree to the foregoing Agreement, which shall be effective immediately upon full execution by the signatories listed on the following pages, including the Alliance, who will be the last signatory.

ECITYGOV ALLIANCE:

Name: _____ Title: _____

Date: _____

PARTICIPANTS:

Name: _____ Title: _____

Date: _____ Agency/City: **City of Bellevue**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Bothell**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Kenmore**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Kirkland**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Mercer Island**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Newcastle**

Name: _____ Title: _____

Date: _____ Agency/City: **Northshore Utility District**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Redmond**

Name: _____ Title: _____

Date: _____ Agency/City: **City of Sammamish**

Attachment 1

Scope of Work

2026 – 2034 eCityGov Alliance Aerial Mapping Project Alliance RFP24075

1. Introduction

The eCityGov Alliance Multi-Year Aerial Mapping Project (“Project”) will acquire arial imagery, digital orthophotos, intermediate products, and supplementary products as defined in this scope of work and as confirmed via individual task orders. The Alliance intends to acquire imagery on two-year cycles, over ten years:

Acquisition Cycle 1: 2026 imagery and orthophotos
Acquisition Cycle 2: 2028 imagery and orthophotos
Acquisition Cycle 3: 2030 imagery and orthophotos
Acquisition Cycle 4: 2032 imagery and orthophotos
Acquisition Cycle 5: 2034 imagery and orthophotos

The project will commence with Acquisition Cycle 1, the acquisition of high-quality, digital, 4-band imagery in the Spring of 2026. This product will be used to produce new ortho imagery and optionally, to update existing impervious surface features and topographic contours. The area of new orthoimagery is estimated to include the agencies (“Participants”) shown in *Figure 1*, many of them with overlapping project areas.

The Project will involve all photogrammetric processes necessary to create high quality color (RGB) orthophotography, as well as other aerial mapping products as identified. The Project scope will be described here as a sequence of tasks, each with deliverables and specifications. Effective project management by the selected vendor will be a key, overarching task that will receive significant emphasis during the Project. The Participants will apply extensive quality control reviews and approvals at key milestones, upon which authorization for subsequent tasks will depend. The primary deliverables for the Project are shown below in *Table 1*.

The Project will be sponsored and managed administratively by the eCityGov Alliance (“Alliance”), a governmental agency formed under chapter 39.34 RCW and organized as a Washington nonprofit corporation, located in Bellevue City Hall, Bellevue, Washington (<http://ecitygov.net/Default.aspx>). In this role, Alliance will be responsible for executing a professional services agreement (“PSA”) with the vendor, as well as all matters pertaining to Project finances (vendor billing, Participant invoicing, etc.). Supporting Alliance will be a dedicated project manager/coordinator who will monitor all Project phases and communicate effectively with Alliance, Participants, and the vendor.

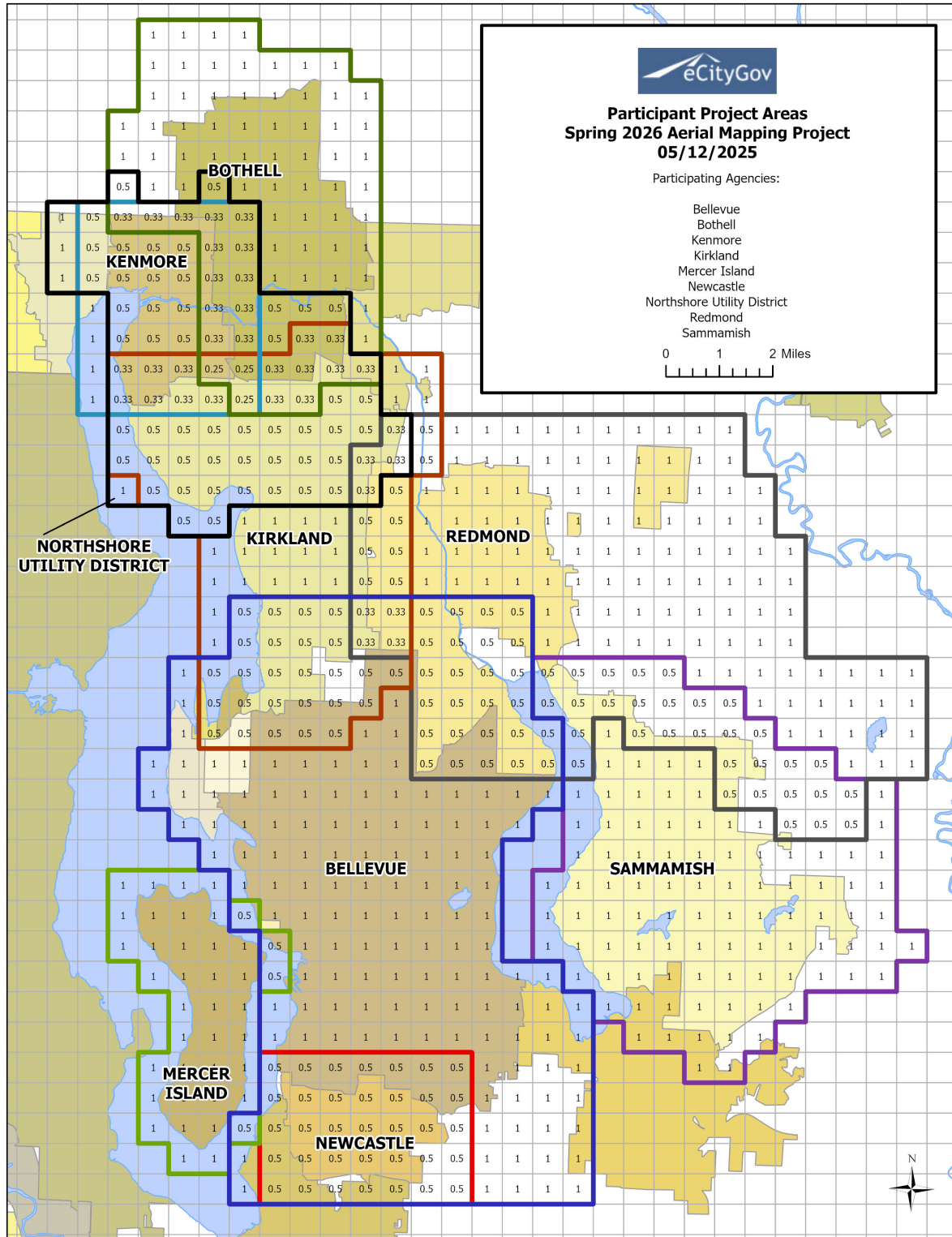
This scope of work outlines the planned imagery and related products to be provided in Acquisition Cycle 1 – 2026. The scope of work for future acquisition cycles will be based on this Cycle 1 scope, but the exact final scope, geographic extents, deliverables, specifications, agency participation, and intermediary and supplemental products may be modified via individual Cycle 2-5 *work orders*.

As needed, additional aerial mapping and GIS related supplemental work may be requested and negotiated with the Contractor anytime during the Contract.

Table 1. Acquisition Cycle 1 - Spring 2026 Eastside Aerial Mapping Project: Primary Deliverables

Item	Description
Raw aerial imagery	4-band (RGB+IR), 32-bit, GeoTiff (georeferenced by nadir)
Orthophotography	4-band (RGB+IR), 32-bit, MrSID (1:20) and GeoTIFF (3,000'x3,000' tiles)
Supplementary products	Contours, impervious feature updates, mosaics (see Tasks 10-11)
Intermediate products	As noted in task descriptions
Metadata	Metadata for all final deliverables that complies with FGDC metadata standards or approved equivalent

Figure 1. Spring 2026 eCityGov Alliance Aerial Mapping Project Extents



2. Project Management

The contracted vendor, GeoTerra (“Vendor”), will abide by the following minimum requirements:

- A collaborative Project Team approach
- Bi-weekly status reports or other jointly agreed-upon progress tracking mechanism with the Alliance project manager
- Progress billing based on actual work accomplished at mutually agreed-upon milestones
- Accurate, complete documentation
- Strict adherence to agreed-upon budget and schedule
- Use of photogrammetric industry best practices for large-scale, urban mapping products
- Specific, timely issue/resolution summaries as needed

The Vendor will designate a Responsible Person-in-charge for the duration of the Project who will act in an executive capacity with regard to contractual, technical oversight, and resource commitment matters. For all Project work and deliverables, it is the expectation of Alliance and the Participants that the Vendor will assemble a highly competent technical production team led by a seasoned, expert project manager. If these resources include one or more subcontractors, such arrangements should be clearly communicated in advance to Alliance. Likewise, the commitment of particular aircraft and sensors to the Project should be established early on. Significant changes to any of these resourcing matters should be discussed expeditiously with Alliance and its project manager when such changes appear imminent and/or necessary.

The Vendor will establish an issue escalation channel, to provide the Alliance PM with a designated contact person who is the director/manage/owner to whom the project PM reports. This channel will only be used if there are serious issues that are not being addressed during the course of each project work order.

3. Scope of Work

Task 1 – Project Planning and Ramp-up

In this task, the Vendor will attend a kickoff meeting with the Participants to review the Vendor project plan. At this juncture, it is expected that the contracted scope of work will be detailed and complete, with few exceptions. The goals of this meeting will be to:

- Clarify any remaining questions or issues about the project and how it is to proceed;
- Describe the implications of using the North American-Pacific Geopotential Datum of 2022 (NAPGD2022); and
- Finalize the entire body of work to be completed, roles and responsibilities, timeline, and critical quality metrics. Specifically, the Alliance Executive Director, the Alliance project manager, the Vendor Responsible Person-in-charge, the Vendor project manager, and selected Participant representatives will review:
 - Contracted Scope of Work
 - Project area map
 - Imagery acquisition: weather opportunities, challenges, and contingency plans
 - Survey control

- NAD83 – NAD2024 datum resolution plan
- Imagery quality parameters
- Accuracy requirements
- Selection of pilot area(s)
- Production sequence
- Quality control procedures and milestones
- Acceptance criteria: orthophotography and vector data
- Schedule
- Budget and invoicing
- Communication plan
- Vendor resource commitment (project management, staff, equipment, aircraft, etc.)

After this task is completed, the Alliance project manager will summarize the kickoff meeting identifying all open issues with planned resolution and critical path items. The Alliance project manager will circulate this summary to the Participants and authorize Task 2 to begin.

Task 2 – Flight Planning

The foundation for the Project is the acquisition via ground-based aircraft of aerial imagery suitable for production of high-quality digital elevation data, high-resolution color orthophotography, and map compilation for the project area. Based on the project extent for ortho delivery (~ 103 mi²), the Vendor will develop a preliminary flight plan for collecting digital imagery for the Project.

Parallel flight lines are to be designed in a north-south direction, except for additional spot shots and flight lines taken over major bridge overpasses. All imagery will be acquired at a maximum GSD of 7cm (≤ 0.229 foot). Forward overlap within a line will be maintained at a minimum of 80% for all lines. Side overlap between lines will be a minimum of 40% for all lines. Additional “spot shots” and lines will be flown directly over significant bridges and high-rise buildings to ensure minimal distortion of elevated structures.

Given that the optimal leaf-free flight window in the Puget Sound area is very short due to sun angle and unpredictable spring weather conditions, the Vendor’s flight plan will address the preferred need to have leaf-off imagery with a minimum sun angle of 35 degrees, beginning on or soon after March 5, 2026. The Vendor will commit to completing the flight mission in its entirety with full leaf-off imagery, or, if weather conditions do not allow for full leaf-off imagery, the Vendor will capture imagery as soon as possible with the least amount of leaf-on conditions and a minimum sun angle of 35 degrees.

At this point the Vendor will immediately prepare and submit an invoice to cover expenses to date, including project management, aircraft mobilization, survey control, etc.

The Vendor flight plan will address the following factors:

- Coverage to the full extent of project area tiles regardless of land/water boundary.
- Type of aircraft, camera and airborne GPS configuration.
- Image overlap including sufficient coverage at project edge.
- Additional images over freeway interchanges and other elevated structures to minimize “lean”

- Minimum sun angle requirements for reduced shadows.
- Coordination with Sea-Tac ATC.
- Contingency options for weather, aircraft, and/or equipment issues.
- Post-flight imagery inspection and scheduling of reflight(s), if needed.
- Supplemental survey control needed.

Task 3 – Survey Control Plan

NAD Conversion Analysis: The Vendor will prepare a report and recommendations on the implications of the North American-Pacific Geopotential Datum of 2022 (NAPGD2022), expected to be available in 2025. This report will consider implications for data collection, data accuracy, and integration issues with the Alliance participants' existing geographic information systems data.

The Vendor will assess all existing ground control for Project suitability. If required, additional ground control will be surveyed to adequately extend over the Project area to meet accuracy requirements for 0.25' orthos and 2-foot contours. Preliminary analysis shows adequate control exists to produce the intended mapping products per specification. The Vendor may utilize existing survey control and related sources such as points from past Eastside projects, the 2016 PSLC regional lidar project, various WDOT projects that fall within the Project area, or other appropriate sources. The Project goal is to utilize existing sources where possible and add supplemental control where necessary.

Unless recommended otherwise via the NAD Conversion Analysis report, coordinates will be provided as follows:

Horizontal: NAD83(91) Washington State Plane North

Vertical: NAVD88

Mapping units: U.S. Survey Feet

The survey control plan will also use Airborne GPS (AGPS) and IMU collected by the aircraft during acquisition. The AGPS provides accurate sensor location at time of exposure. The IMU collects the sensor orientation at time of exposure. AGPS and IMU will supplement existing ground control, photogrammetric tie-points, and lidar data to provide the final adjusted fit for the aerial triangulation.

Task 4 – Flight(s); Imagery Collection

The Vendor will conduct the aerial imagery acquisition as set out in the Task 2 Flight Plan. The Vendor will schedule and execute the aerial mission(s) per the approved plan, utilizing the first opportunity on or after March 5, 2026 to meet basic aerial imagery requirements (satisfactory weather, sun angle, etc.). Imagery will not be collected when the ground is obscured by haze, snow, smoke, dust, floodwaters or other environmental factors that may hide ground detail. Clouds and/or shadows of clouds will not appear in the imagery. To minimize ground object shadows, the sun angle/altitude will be at least 35° above the horizon when the imagery is collected.

During acquisition, the Vendor's project manager will communicate daily with the Alliance project manager with status and specific information regarding which areas have been completed, problems (if any) encountered, and estimated time of task completion. In addition to the

immediate post-flight imagery inspection (Task 2, above), the Vendor will expeditiously process and quality check the imagery, and report results to the Alliance project manager (see Task 5, below). This report will include:

- Tabular listing and digital map (compatible with Flight Plan map) of final AGPS photo centers
- Dates and times of flights (by flight line)
- Summary of imagery quality (density, defects, consistency, etc.)
- Equipment and procedures used in evaluating imagery geometry and quality
- Description and location of re-flights if needed.

Task 5 – Imagery Review

As flight(s) are completed and aerial imagery is available, the Vendor will proceed to review the imagery in accordance with the agreed upon specifications. The imagery will support the production of high quality orthophotography and other deliverables listed earlier. The goal of this task is to identify unacceptable imagery, if any, so that re-flights can be scheduled with all due haste. The Vendor will utilize the production environment, equipment, procedures, trained staff, and specifications agreed to in the Task 1 kickoff meeting. If specifications must be adjusted, the Vendor will fully disclose and obtain concurrence from the Alliance project manager before proceeding. Of importance are any quality issues pertaining to radiometry, geometry and usability for aerial triangulation (AT) as well as orthophotography production. Rework will be identified and scheduled as necessary. The imagery collection task will be substantially completed before AT begins.

Raw camera imagery will be processed in *UltraMap* (or equivalent) software and exported to 4-band (RGB+IR), 32-bit TIFF images for production of deliverables. Images will be reviewed ASAP to identify specific issues requiring re-flight, such as: the presence of small clouds, cloud shadows, and image anomalies. All errors and issues will be noted, and a re-flight will be performed immediately (subject to weather constraints). Rejected photos will be removed from further production. Re-flights will include at least one additional image captured before and after replacement images within a flight line. Re-flights will occur as close as possible to the acquisition time of surrounding imagery to ensure best match of sun and shadows. Final imagery will be radiometrically balanced to remove sun spots, and a project-wide color adjustment will be applied to provide a similar color and histogram range to all images. Final delivery will include TIFF images georeferenced to ABGPS photo centers and a QC Report.

Task 6 – Aerial Triangulation (AT)

The Vendor will utilize the reviewed/accepted imagery, survey control, airborne GPS (photo center positions), and state of the art software solutions to complete this task. At the conclusion of this task, the Vendor project manager will brief the Alliance project manager on the task outcome, including the incidence of errant, discarded, or anomalous network points, and the resolution of these gaps.

Final imagery will be imported into INPHO *MatchAT* or equivalent on a stereo workstation using processed AGPS photo centers and IMU data to geo-reference all photos to their correct location and rotation. Thousands of automatic tie points will be calculated within all areas of image overlap. Graphical display of points allows review of errors and distribution; tie points with high residual errors will be automatically removed. A minimum 3-fold connection will be maintained along a flight line and 6-fold connection between lines. Tie points will be manually added in areas

where automatic generation is too sparse (ex: in areas of dense trees) or where large water bodies prevent good automatic placement of points. Ground control (in NAD83/91, the Project datum) will be measured in all images, and a slightly heavier weight will be applied in the software to adjust the AGPS photos centers to the project datum, a shift of about -0.3 foot (X and Y) in this area. Final tie points will have a sigma naught $\leq 1.0 - 1.5$. AGPS and control will be statistically reviewed for fit and accuracy to ensure RMS values are less than 1 – 1.5 pixels.

Results of the AT will meet ASPRS (Dec/2014) guidelines for 2D and 3D digital data per the specifications required for this project. Horizontal accuracy will meet requirements for 0.25' orthos, while 3D data will meet accuracy for 2-foot contours. Per *Table 2* below, the horizontal accuracy class is 0.5 foot and the vertical accuracy class is 1.0 foot per ASPRS standards. Final delivery will include an AT Report with a QC Summary and Final Block Adjustment Results (EO format).

The mapping specifications to be used in this and all subsequent production are (subject to any alternate recommendations in the NAD Conversion Analysis Report in Task 3):

Projection/Coordinate system: Washington State Plane Coordinates (North Zone)
Datum/Units: NAD83 (1991) - Horizontal Datum
 NAVD88 - Vertical Datum (GEOID 12B)
 U.S. Survey Feet

Table 1. Project Accuracy

Accuracy per Current ASPRS Standards (Dec/2014)					
Project 2D and 3D Data					
Ortho Pixel Size (ft)	Horizontal Accuracy Class (ft)	Vertical Accuracy Class (ft)	Non-Veg Vertical Absolute Accuracy for 3D Data (ft)	AT Accuracy for Orthos and 2ft Contour Data (ft)	
	RMSE _{xy}	RMSE _z	95% CL ($<1.96 \cdot Z$)	RMSE _{xy}	RMSE _z
0.25	0.50	1.00	1.96	0.25	0.50

Task 7 – Pilot Test

The Vendor will conduct a limited pilot test with actual orthophoto production to demonstrate the quality that will be achieved throughout the project area. To expedite this task, the Alliance PM with participants concurrence will choose one test area for which suitable surface elevation data already exists, crossing at least two tiles and multiple image frames. The Participants, the Alliance project manager, and the Vendor project manager will review the pilot and jointly develop the criteria that will be utilized in the review and acceptance of all remaining orthophotography deliverables. The Vendor will note that treatment of seams, color balance, image sharpness, detail in shadow and highlight areas, and elevated structure “lean” are all criteria that the Participants will examine closely (Please see Task 12 - Deliverables Review and Acceptance).

Two contiguous pilot tiles will be delivered to the Alliance PM and Participants for review, created using updated DEM data, as an example of the final delivery. Other delivery items include: seamlines (Geodatabase format), GeoTIFF tiles, and DEM used.

Task 8 – Ortho DEM Update

In this task, the Vendor will update the existing ortho digital elevation model (DEM), revising elevation (mass) points and breaklines for the project area as shown on *Figure 1*. Existing orthos will be compared with new images to identify areas of change. New DEM will be collected in stereo for areas of change that will affect accuracy during image rectification. Preliminary orthos will be reviewed to identify issues caused by DEM errors such as gaps and anomalies. Due to use of dense Lidar data, updated ortho DEM will be delivered in LAS format for DEM points and 3D breaklines (Geodatabase format). *Note:* The Task 8 DEM update is minimal and only for orthorectification quality. It is important to provide final orthos to users as early as possible without delays caused by contour-quality update. (See Task 10 for discussion of the DTM update for 2-foot-contours).

Task 8a – Impervious Change Review – Supplemental Task

In this task, the Vendor will utilize preliminary orthophotography and existing impervious GIS data sets from those Participants opting for this deliverable, to do a detailed review of areas of change within *impervious* project extents (specific areas and geographic extent for acquisition Cycle 1 to be determined). The goal is to quickly delineate a reasonably complete overview of areas of impervious feature change. The Vendor's price quotation assumes 5% of the specified *impervious* project area will require updates. This task will help refine what percentage of a particular city's impervious project area will require updates, and how that relates to both the price quotation and the available budget.

Task 9 – Orthophoto Production

In this task, the orthophotography production will occur for the ortho areas shown in *Figure 1*, including rectification, mosaicking, graphic editing, and clipping of final tiles. The Alliance and its Participants are seeking the highest image quality reasonably attainable through current photogrammetric industry best practices. This includes such parameters as image sharpness, color balance, detail visibility in shadow and highlight areas, treatment of buildings and elevated structures, attention to defects and blemishes, geometry (including edge-matching between adjacent images), and treatment of seam lines. Regardless of the somewhat subjective nature of orthophotography quality control, the Alliance and its Participants expect that the Vendor will implement and achieve a uniformly high standard of orthophoto quality on this project. The Alliance project manager will work closely with the Vendor at the beginning of the Project to establish clear product acceptance criteria. The Vendor project manager will ensure that the production sequence agreed upon in the Task 1 kickoff meeting is followed and will provide advance notification of product delivery to the Alliance project manager.

The Vendor will utilize INPHO *OrthoMaster* and *OrthoVista* software or equivalent for all ortho production. Images will be imported into the software using final AT results. Immediately, a preliminary set of orthos will be produced using the existing DEM (no updates) and auto-generated seamlines. Prelims will be provided to the Alliance in a SID/SDW format (40:1 compression) for interim use by the Participants until completion of final orthos.

The optimal center portion from each original image will be used in the final production process by creating "seamlines" using a mixture of automatic and manual methods. Existing building polygons will assist in the best auto-seamline placement. The most nadir portion of each image will be identified while also considering the most logical location to transition to a new image. If possible, seamlines will not be placed down the middle of a road with tall conifers on either side to reduce tall trees from obscuring the road corridor. Final seamlines will be exported to a project-

wide shapefile for use in QC Review.

The updated DEM will be used to rectify each new photo. After rectification, mosaicking and cutting the mosaics to the project tile scheme, orthos will undergo an internal QC review. Subsequent corrections will occur prior to delivery to the Alliance and Participants. The Vendor's internal review will identify and correct the following issues: building and bridge distortions; building lean issues; visibility of features in shadows and highlights, including any issues with excessive dodging and tonal balance; edge matching along seamlines and tile edges; hot spots; blurred imagery; and zero-value pixels (missing data). Finally, data will be provided to the Alliance and Participants for their QC.

Upon completion of client review, each Participant will provide via the Alliance PM a Geodatabase identifying all corrections to be made. The Vendor, Alliance, and Participants will have agreed, during Task 7 – Pilot Test, upon methodology for final QC review and acceptance criteria, including possible use of an online QC portal managed by the Vendor for ortho review. Final delivery will include: 4-band (RGB+IR), 32-bit ortho tiles in GeoTIFF and SID/SDW format; seamlines in Geodatabase format; and a QC Report.

10 – Contour Production – Supplemental Task

Updated 2-foot contours will be provided as an option for those Participants desiring this deliverable, within contour project extents (participants and geographic extents to be determined for Acquisition Cycle 1). The Vendor will utilize the 2016 PSLC lidar data as it is the most recent and detailed terrain surface available. Existing lidar will be imported into the Vendor's classification software to improve upon the inherent classification errors in the existing data. Ground classified points will be exported into a dense grid of data and supplemented with breaklines along water features (for hydro-flattening), as well as retaining walls and other sharp-edged features using the current stereo imagery. Areas of change since the lidar was collected will be revised with new points and breaklines using the new stereo imagery. Two-foot contours will be generated from the resulting updated DTM.

The Vendor will utilize topology checks and other automated techniques to ensure that contour lines do not intersect with others or themselves, do not contain gaps, and if closed are longer than the minimum agreed upon distance at the beginning of the project. The Alliance project manager will provide size/length specifications for closed contour inclusion. Contours will be delivered for each Participant requesting this product in an ESRI ArcMap Geodatabase (v.10.x or alternate TBD) with metadata. The DTM used to generate contours will be delivered in .LAS or .LAZ format for points (due to density of data) and 3D breaklines and waterbodies as a Geodatabase.

Task 11 – Impervious Feature Mapping - Supplemental Task

This task involves creating new or updated impervious features within *impervious* project extents (Acquisition Cycle 1 participants and geographic extent TBD). Features to be updated include the following:

- Building Rooflines with attributed elevations (for new or changed buildings).
- Paved Driveways
- Paved Streets and Roads
- Bridges

- Paved Parking Lots
- Other features (decks, patios, street islands, miscellaneous walkways, and public-use sidewalks)

The Vendor will collect new features (or update existing ones) in stereo, and seamlessly match to existing data where appropriate. Spot elevations will also be collected at the highest point on all new or revised buildings, and a height will be added to the building feature attributes.

The Vendor will ensure that all new or revised polygons are closed, can be clearly differentiated in donut (courtyard) situations, and do not overlap themselves or adjacent outlines. Topology checks will be performed on all final polygonal features to identify and correct for erroneous overlaps and gaps. Features will be delivered in an ESRI ArcMap Geodatabase (v.10.x or other TBD), following each Participant's format, with the following data: buildings, driveways, sidewalks, paved streets and roads, paved parking lots, bridges, and miscellaneous features. Metadata will be added and a Geodatabase of update polygons will be provided. Expected positional accuracy of final data is 1" - 100' map scale (the original scale for most existing data). Features 100 square feet in size or larger are to be mapped.

The Vendor will match new features to existing data in accordance with business rules discussed and agreed upon in the Project's kickoff meeting.

Task 12 – Deliverables Review and Acceptance

This task extends throughout the project and involves the systematic quality checking by Alliance and Participant staff of all Vendor deliverables; the notification by the Alliance project manager of product shortcomings, if any; the timely reworking/redelivery of rejected Vendor deliverables, as necessary; and the final Participant acceptance of each deliverable. Vendor deliverables are of three types:

1. Meetings, plan documents, communications: These are typical of any major project and are primarily for progress tracking and overall project documentation purposes. The Alliance project manager will review these promptly, notify and distribute to Participants, contact the Vendor project manager as necessary for clarifications or corrections, accept, and archive.
2. Interim data products: These include digital components of the production process that are used in creating the final products. Examples are the raw imagery, photo center GPS coordinates, the AT solution/report, and mosaic seamlines. The Participants require these as project deliverables for their internal QC efforts, as well as for potential use in future work. The Alliance project manager will review these promptly, notify and distribute to Participants, contact the Vendor project manager as necessary for clarifications or corrections, accept on behalf of the Alliance and Participants, and archive.
3. Final data products: Final delivery includes items noted in *Table 1* at the beginning of this document. The following acceptance criteria, plus any other criteria established after review of the Pilot Area, will be used:
 - Deliverables without correct identification or spatial extents will be immediately returned for Vendor rework.
 - Deliverables will undergo a random (spot) check, and if this review reveals 10% or more

incidence of defects, the products will be returned to the Vendor without further review.

- Deliverables passing the spot check will undergo a thorough check, and if this review reveals 10% or more incidence of defects, the products will be returned to the Vendor for correction without further review. The Alliance project manager and Participant staff may reduce the amount of quality checks if the overall quality of deliverables appears to be high.
- Participants are expected to conduct their internal deliverable reviews promptly and in no case more than 21 calendar days after product delivery.

The Vendor will provide interim delivery of data and reports throughout the project to assist Alliance and Participant assessment of quality and progress. Consistent and clear communication is key to a successful project, and weekly or bi-weekly status reports will be provided to include current concerns. Issues or shortcomings identified by the Participants throughout the project will be addressed and corrected as soon as possible. Delivery of interim data will include: Flight index, AGPS/IMU, georeferenced raw imagery, AT Report and block adjustment results, and mosaic seamlines.

Task 13 – Project Closeout

In this task, the Vendor and the Alliance project manager will meet to resolve any remaining project issues.

A project closeout report will be produced for each Acquisition Cycle, including lessons-learned and recommendations for future imagery acquisition cycles.

Once all issues are resolved, the Vendor will submit the final project invoices. The Alliance and Participants will complete all final product reviews and expedite final payment to the Vendor.

Table 3: Approximate Project Schedule for Each Imagery Acquisition Cycle

2026 PRELIMINARY SCHEDULE**		
Task or Deliverable	Description	Estimated Schedule
1	Project Planning/Ramp-up	1/5 - 1/30/2026
2	Flight Planning	2/2 - 2/16/2026
3	Survey Control Plan	2/2 - 2/16/2026
4	Imagery Collection	3/5 - 4/15/2026
5	Imagery Review	4/9 - 4/22/2026
6	Aerial Triangulation (AT)	4/23 - 5/31/2026
7	Pilot Test (submission for review)	6/9/2026
8	Ortho DEM Update	6/1 - 6/30/2026
	Delivery of Preliminary Orthos	6/30/2026
8a	Impervious Change Review	6/30 - 7/31/2026
9	Orthophoto Production	6/6 - 8/31/2026
	Delivery of Orthos for Participant Review	8/1 - 8/31/2026
	Submission of Final Orthos	10/14/2026
10	Contour Production	7/31 - 8/31/2026
	Contour Delivery for Review	8/15 - 8/31/2026
11	Impervious Feature Mapping	7/31 - 8/31/2026
	Impervious Delivery for Review	8/15 - 8/31/2026
12	Deliverables Review and Acceptance	9/1 - 9/30/20236
	Close of Participant Ortho Review	9/1/2026
	Close of Participant Contour Review	9/29/2026
	Close of Participant Impervious Review	9/30/2026
13	Project Closeout	11/30/2026

*** Dates may be adjusted with mutual agreement.*

Additional Aerial Mapping Related Tasks

As needed, additional aerial mapping and GIS related supplemental work may be requested and negotiated with the Contractor anytime during the Contract. When performed, a separate Statement of Work (SOW) may be created detailing the specifications, schedule, deliverables, and cost.

Attachment 2

Base Budget

2026 – 2034 eCityGov Alliance Aerial Mapping Project Alliance RFP24075

2026 Aerial Mapping Project

Updated by June 20, 2025

		ORTHO TILES / AGENCY									Base Ortho Photography	Alliance Admin Fees	Contracted PM Fees	Total Admin Fees	Grand Total		
	Cost/tile*	Tiles/ agency	cost / 1		cost / 2		cost / 3		cost / 4		932						
2026 Cost	208			208		104		69.33		52							
AGENCY																	AGENCY
Bellevue		223	128	\$ 26,624.00	91	\$ 9,464.00	4	\$ 277.33	0	\$ -	\$ 36,365.33	\$ 1,444.98	\$ 2,000.00	\$ 3,444.98	\$ 39,810.31	Bellevue	
Bothell		88	58	\$ 12,064.00	6	\$ 624.00	21	\$ 1,456.00	3	\$ 156.00	\$ 14,300.00	\$ 1,444.98	\$ 2,000.00	\$ 3,444.98	\$ 17,744.98	Bothell	
Kenmore		42	4	\$ 832.00	15	\$ 1,560.00	20	\$ 1,386.67	3	\$ 156.00	\$ 3,934.67	\$ 1,444.98	\$ 2,000.00	\$ 3,444.98	\$ 7,379.65	Kenmore	
Kirkland		109	20	\$ 4,160.00	63	\$ 6,552.00	23	\$ 1,594.67	3	\$ 156.00	\$ 12,462.67	\$ 1,444.98	\$ 2,000.00	\$ 3,444.98	\$ 15,907.65	Kirkland	
Mercer Island		40	36	\$ 7,488.00	4	\$ 416.00	0	\$ -	0	\$ -	\$ 7,904.00	\$ 1,444.98	\$ 2,000.00	\$ 3,444.98	\$ 11,348.98	Mercer Island	
Newcastle		35	0	\$ -	35	\$ 3,640.00	0	\$ -	0	\$ -	\$ 3,640.00	\$ 1,444.98	\$ 2,000.00	\$ 3,444.98	\$ 7,084.98	Newcastle	
Northshore Utility District		88	4	\$ 832.00	49	\$ 5,096.00	32	\$ 2,218.67	3	\$ 156.00	\$ 8,302.67	\$ 1,444.98	\$ 2,000.00	\$ 3,444.98	\$ 11,747.65	Northshore Utility District	
Redmond		184	110	\$ 22,880.00	66	\$ 6,864.00	8	\$ 554.67	0	\$ -	\$ 30,298.67	\$ 1,444.98	\$ 2,000.00	\$ 3,444.98	\$ 33,743.65	Redmond	
Sammamish		123	92	\$ 19,136.00	31	\$ 3,224.00	0	\$ -	0	\$ -	\$ 22,360.00	\$ 1,444.98	\$ 2,000.00	\$ 3,444.98	\$ 25,804.98	Sammamish	
Total:		932	452	360		108		12		\$ 139,568.00		\$ 14,449.80	\$ 20,000.00	\$ 34,449.80	\$ 174,017.80	Grand Total	
														20%	100%		

2026 Aerial Mapping Project Other Fees Detail

Updated by June 20, 2025

Hours	Rate*	Amount	Postion(s)
60	100	\$ 6,000.00	Senior Finance Analyst: Responsible for billing, accounts payable, budget monitoring, etc.
60	140.83	\$ 8,449.80	Executive Director: Execute and manage project agreement, vendor contracts, overall project, etc.
		\$ 14,449.80	Administrative Total**

*Rates reflect a cost recovery model that includes salary, benefits and overhead consistent with Federal OMB A-87.

**No Alliance administrative fees are taxed

Hours	Rate	Amount	Postion(s)
100	\$ 200	\$ 20,000.00	Contracted Project Manager

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

2026 Aerial Mapping Project Supplemental Costs

Updated March 18, 2025

Agency	Impervious	Contours with Topo	Summer Orthos	Lidar	Other	TOTAL Supplemental Cost
Bellevue						\$ -
Bothell						\$ -
Kenmore						\$ -
Kirkland						\$ -
Mercer Island						\$ -
Newcastle						\$ -
Northshore Utility District						\$ -
Redmond						\$ -
Sammamish						\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Base Orthophotography	\$	139,568.00
Total Alliance Admin	\$	14,449.80
Total Supplementals	\$	-
Total PM Fee (Molly)	\$	20,000.00
Grand TOTAL	\$	174,017.80

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/28/2025

Subject/Topic:	Proposed Council Action/Motion:
Public Works Operations Center (PWOC) Department: Environmental Services & Operations Prepared by: Richard Sawyer Environmental Services Director Jennifer Gordon Public Works Operations Director Attachments: NA	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Authorize interim City Manager to execute Agreement 25-C3160 for Kenmore Public Works Operations Center Initial Site Work.

Approvals:

Department Head RS & JG City Attorney NA Finance Director MM 7/21/25 City Manager SLL 7/21/25 Optional N/A

Summary/Background:

Construction of the Kenmore Public Works Operations Center (PWOC) is being conducted in two phases under two separate contracts. Site improvements, including foundations, will be constructed in Phase I and include the following components:

- Clearing and Grubbing
- Grading
- Retaining Walls
- Parking and Internal Circulation
- Water and Sewer
- Stormwater System
- Administration Building Foundation
- Operations Building Foundation
- Materials Storage Areas
- Geothermal Wells Installation

Phase II will include the construction of the main administration building (staff will return for Council authorization of this contract in December 2025). This request is to authorize staff to hire a contractor to construct the abovementioned Phase I improvements. Currently, staff are conducting a competitive bid process to select a contractor. This process is anticipated to conclude during City Council's August recess. Due to the nature of the work, every working day during the dry season (May 1st to September 30th) is important, therefore, staff are requesting that City Council provide this authorization prior to contractor selection so that work can commence as soon as a contractor is selected. Final Engineering and Foundation permits will be issued in July 2025, prior to contractor selection.

The Engineer’s Estimate for this contract is \$3,700,000 and staff are requesting authorization for \$4,294,000, which includes contingency.

Previous Council Action(s):

City Council authorized the purchase of three parcels for PWOC site on August 2, 2021.
Ordinance 23-0599 adopted by City Council (authorize issuance of bonds) on December 4, 2023.
City Council authorized Contract 24-C3061 with Wagner Architects and Planners on June 17, 2024.
Ordinance 24-0614 adopted by City Council (adopt 25-30 CIP) on October 14, 2024.
Ordinance 24-0618 adopted by City Council (adopt 25-26 Biennial Budget) on November 25, 2024.

Fiscal Consideration:

Approved PWOC Project Budget	
Site Acquisition	\$6,100,000
Design, Permitting, Art & Other	\$3,356,849
Construction	\$11,869,008
10% Contingency	\$1,186,901
	\$22,512,758

Contract 25-C3160 (Pending Approval)	
Kenmore Public Works Operations	
Center Initial Site Work (Phase I)	\$4,294,000

Remaining Budget	
Admin Building Contract (Phase II)	
(Coming to Council in Dec 2025)	\$8,761,909

Funding	
WA State Low Interest Loan	\$3,325,000
Banner Bank Loan	\$6,600,000
20-Yr Municipal Bond	\$12,580,000
Total	\$22,505,000

Additional Funding	
Commerce Grant (Awarded)	\$450,080
Community Project Funding (Potential)	\$2,000,000

City Council Priorities or Budget Objective Being Addressed:

City’s top priority to fulfill its core mission, which includes maintaining the City’s infrastructure and complying with state and federal mandates.

- 1. Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.
- 4. Promote sustainable Economic Development Strategies that enhance downtown and attract residents, small businesses, and visitors.

5. Enhance multimodal transportation, including pedestrian and bicycle safety.
9. Explore opportunities to expand Parks and Recreation.

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/28/2025

Subject/Topic:	Proposed Council Action/Motion:
Public Works Operations Center (PWOC) drainage easement. Department: Environmental Services Prepared by: Richard Sawyer Environmental Services Director Attachments: Draft PWOC Drainage Easement Agreement	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☒ Authorize ☐ Other: Move to approve the Drainage Easement Agreement with Northshore School District #417 in a form acceptable to the City Attorney's Office and authorize the City Manager or designee to sign the agreement.

Approvals:

Department Head RS City Attorney DR Finance Director NA City Manager SLL 7/22/25 Optional N/A

Summary/Background:

The Public Works Operations Center (PWOC) is being constructed between NE 202ND ST and Kenmore Junior High and requires a stormwater management facility to collect and treat runoff created on the site before discharging. The topography of the site discharges treated stormwater from the PWOC's drainage facility north onto the adjacent Northshore School District property containing Kenmore Junior High. City staff are working with NSD to develop a drainage easement agreement that conveys PWOC runoff through NSD's property back to city right-of-way on 66TH AVE NE.

Previous Council Action(s):

NA

Fiscal Consideration:

The City will be responsible for typical maintenance costs to operate the drainage facilities conveying city runoff through NSD's property.

City Council Priorities or Budget Objective Being Addressed:

City's top priority to fulfill its core mission, which includes maintaining the City's infrastructure and complying with state and federal mandates.

When recorded return to:

**City of Kenmore
City Clerk
18120 – 68th Avenue N.E.
Kenmore, WA 98028**

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): Drainage Easement Agreement
Reference Number(s) of Documents assigned or released: N/A Additional reference #'s on page _____ of document.
Grantor(s) Northshore School District #417, a Washington municipal corporation ☐ Additional names on page _____ of document.
Grantee(s) The City of Kenmore, a Washington municipal corporation ☐ Additional names on page _____ of document.
King County Parcel Legal Description (property where easement will exist): See Exhibit A for property legal description ☐ Additional legal is on page 7 of document.
Assessor's Property Tax Parcel/Account Number: 011410-0372 ☐ Assessor Tax # not yet assigned

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Agreement") is made as of the date set forth herein, by and between the Northshore School District #417, a Washington municipal corporation ("Grantor" or "District") and City of Kenmore, a Washington municipal corporation, ("Grantee" or "City"), referred to herein collectively as "the Parties" and individually as termed above or as "Party".

RECITALS

WHEREAS, Grantor is the owner of real property located at 20323 66th Avenue, N.E., Kenmore, Washington, 98028, and legally described in Exhibit A (the "Property"), attached hereto and incorporated by reference; and

WHEREAS, Grantee is currently in the design and planning process of building a new Public Works Operation Center ("PWOC") on real property located on NE 202nd Street, just south of Grantor's Property; and

WHEREAS, Grantee desires to efficiently discharge stormwater from the PWOC site by connecting to Grantor's existing stormwater facilities on the Property; and

WHEREAS, Grantor desires to grant Grantee a non-exclusive easement to connect and utilize the following portions of the existing stormwater system on the Property:

- Stormwater Catch Basin (CB): CB-6, CB-5, CB-4, CB-3, CB-2, CB-1 and CB-52, and
- Stormwater Pipes (Pipes): Pipe 10, Pipe 9, Pipe 8, Pipe 6, Pipe 3, Pipe 1, and Pipe 60

(collectively, the "District's SW Easement Facilities"), as further depicted on Exhibit B, attached hereto and incorporated by reference; and

WHEREAS, the Parties acknowledge the intent of this Agreement is to allow Grantee to transmit stormwater discharge through the District's SW Easement Facilities, which would then connect to the public stormwater drainage system located under 66th Avenue NE, in Kenmore, depicted on Exhibit B ("Public Drainage System");

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated by reference.

2. Grant of Easement; Purpose.

A. Grantor grants, conveys and warrants to Grantee a non-exclusive stormwater drainage easement, over, across, under, and upon the Property legally described on Exhibit A and as depicted on Exhibit B, which exhibits are attached hereto and incorporated by reference ("Drainage Easement"). The Drainage Easement shall include the existing District's SW Easement Facilities, and the portion of the Property where the City will connect the

stormwater drainage facilities to the District's SW Easement Facilities (together, the "Easement Area"). The City shall provide as-builts and a legal description of the area where it connects to the District's SW Easement Facilities 90-days after construction of the same. The parties agree to amend this Agreement to incorporate said legal description.

B. The Drainage Easement purposes are for connecting, conveying, transmitting, operating, inspecting, cleaning, maintaining, and facilitating the discharge of surface and storm water from the PWOC site, through the District's SW Easement Facilities to the Public Drainage System, together with the right of the City for ingress and egress across, over and upon the Property and Easement Area for said purposes. Grantor acknowledges that the Drainage Easement is for the benefit of Grantee, and is intended to facilitate reasonable access to the District's SW Easement Facilities and Public Drainage System.

3. Easement Area. Grantee shall have the right to utilize the District's SW Easement Facilities in the Easement Area to accommodate all of the above public purposes, together with the right of Grantee to access, ingress and egress, across, over, under and upon the Easement Area for said purposes.

4. Conditions.

A. Inspection, Cleaning and Maintenance.

1. Grantee agrees to annually inspect and clean, if necessary, the District's SW Easement Facilities, identified below:

- Stormwater Catch Basin (CB): CB-6, CB-5, CB-4, CB-3, CB-2, CB-1 and CB-52, and
- Stormwater Pipe (Pipe): Pipe 10, Pipe 9, Pipe 8, Pipe 6, Pipe 3, Pipe 1, and Pipe 60

2. For purposes of this Section "clean" means the removal of debris, sediment, contamination, which can accumulate in the drainage system through normal operation, through Grantee's use of a vactor truck. For the duration of this Agreement, the District will not be required to annually inspect and clean the District's SW Easement Facilities identified herein. The Parties acknowledge Grantee will use the King County Surface Water Design Manual to determine cleaning needs. The Parties agree that the definition of "clean" does not include "maintenance beyond cleaning" which means those activities such as the repair and or replacement of structures. The Parties agree to determine and negotiate in good faith the responsibility for maintenance beyond cleaning of the District's SW Drainage Facilities based on inspection history and current conditions.

3. The Parties agree that Grantee's responsibility to clean the District's SW Easement Facilities shall not include spills or other types of illicit discharges that require cleaning outside of normal cleaning. The Parties agree that the responsibility to clean such illicit discharges will be with the property owner where the illicit discharge originates.

4. In the event of damage to the Easement Area or District's SW Easement Facilities caused by Grantee's connection and use of said facilities, then Grantee agrees to promptly restore the Easement Area or facilities, to a condition equivalent to that in which it existed prior to the damage, at Grantee's sole cost, provided that Grantee shall not be responsible for any damage caused by the Grantor or its agents.

5. Grantor shall be responsible to inspect, clean, if necessary, and maintain all other stormwater facilities on the Property which are not identified in Section 4.A.1 of this Agreement.

B. Egress and Ingress. This Easement includes a right of egress and ingress in reasonable locations, for Grantee to access the Easement Area. Grantee shall exercise its rights under this Agreement so as to minimize interference with Grantor's use of the Property. Grantee shall have all necessary access to the Easement Area without prior notification to the Grantor.

C. Conflicts and Additional Easements. Grantor agrees that it will not interfere with Grantee's use of the Easement for the purposes described herein. Grantor agrees that it will not grant any additional easements within the Easement Area to any other party, without the prior written consent of the Grantee. Grantor further agrees that it shall not place any permanent structures, facilities, or personal property on the easement area which will interfere with the use of the easement area by Grantee or damage Grantee's facilities.

D. Indemnity. In the event of liability for damages arising out of bodily injury to persons or damages to property cause by or resulting from the actions of the Grantee, its officers, officials, employees or agents, the Grantee's liability shall be only to the extent of the Grantee's negligence or misconduct.

5. Attorneys' Fees. In the event it is necessary for either party to initiate any legal proceeding to enforce any provision of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney fees, including costs and expert witness expenses.

6. Termination. The Parties agree that this Agreement shall remain in effect unless Grantee constructs a separate drainage system to connect to the Public Drainage System or if Grantor redevelops the Property in a manner that requires reconfiguration or construction of a new drainage system on the Property. If either event occurs, the Parties agree to review this Agreement and determine if the Agreement should be terminated, which shall be in writing executed by the Parties.

7. Successors and Assigns. This Agreement shall be recorded against the Property, at the cost of Grantee, and shall be a covenant running with the land, binding the heirs, successors and assigns of the Parties.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the easements granted herein and the Agreement by the City for maintenance, repair and replacement of the Storm Water Facilities and may not be modified except through a recorded agreement executed by such parties or their respective successors in interest

DATED this _____ of _____, 2025.

NORTHSHORE SCHOOL DISTRICT #417, a Washington Municipal Corporation

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that _____ personally appeared before me, is known to be the _____ for the Northshore School District #417, a Washington municipal corporation, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said Washington municipal corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this _____ day of _____, 2025.

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

GRANTEE:

CITY OF KENMORE

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that _____ personally appeared before me, is known to be the _____ of the City of Kenmore, a Washington municipal corporation, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she/he was authorized to execute said instrument.

Given under my hand and official seal this _____ day of _____, 2025.

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

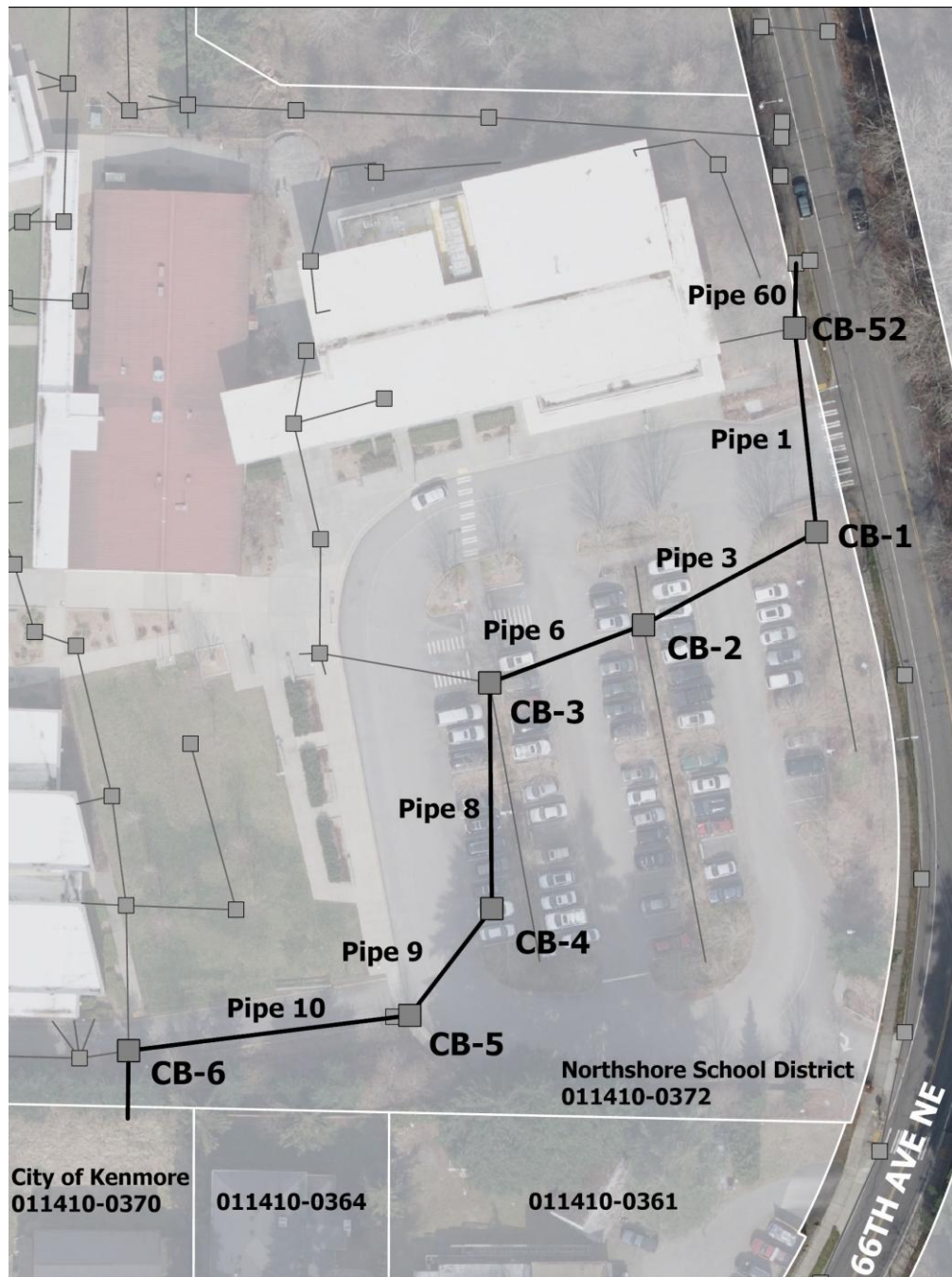
EXHIBIT A – LEGAL DESCRIPTION OF GRANTOR’S PROPERTY

ALDERWOOD MANOR # 14 4 LESS W 155 FT OF POR S OF LN 624.85 FT S OF N LN
TGW N 624.85 FT OF LOTS 2 & 3 TGW LOT 1 LESS N 200 FT TGW POR OF N 200 FT
OF SD LOT 1 DAF-BAAP ON W LN OF SD LOT 1 DIST 200 FT S OF NW COR THOF
TH S 88-51-40 E 35 FT TH NWLY TAP ON SD W LN 20 FT N OF POB TH S ALG SD W
LN 20 FT TO POB & LESS POR OF LOT 1 LY SLY OF LN DAF - BEG ON W LN OF SD
LOT 1 AT PT 240 FT N OF SW COR TH E 279.83 FT TO PT ON ELY LN OF SD LOT 1 &
TERM OF SD LN LESS POR FOR RD PER REC # 20021205001822

PLAT BLOCK: 8

PLAT LOT: 1 To 4

**EXHIBIT B
DEPICTION OF EASEMENT AREA**



City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/28/2025

Subject/Topic:	Proposed Council Action/Motion:
Contract 25-C3163 Agreement Between the City of Kenmore and the Inglemoor High School (IHS) Crew Boosters for use of Rhododendron Park Public Boathouse for Recreation Programming Department: Community Development Prepared by: Debbie Bent Assistant City Manager/Community Development Director Attachments: 1. Contract 25-C3163 2. Collaboration Agreement between IHS Crew Boosters and the Northshore School District (NSD)	☐ Information Only ☐ Receive and File ☐ Discuss ☐ Provide Direction ☐ Public Hearing ☒ Adopt/Approve ☐ Authorize ☐ Other: A motion to approve Contract 25-C3163 between the City of Kenmore and the IHS Crew Boosters in a form acceptable to the City Attorney's Office and substantially similar to Attachment #1 and authorize the City Manager to sign the same.

Approvals:

Department	City	Finance	City
Head <u>DB 07/23/25</u>	Attorney <u>DR 7/23/25</u>	Director <u>n/a</u>	Manager <u>SLL 7/24/25</u>
			Optional <u>N/A</u>

Summary/Background:

Summary: At the 7/28/25 City Council meeting, staff requests that the City Council approve a motion authorizing the City Manager to execute Contract 25-C3163 (Attachment #1) between the City of Kenmore and the Inglemoor High School Rowing Boosters Club. The contract outlines the terms for the use of the Rhododendron Park Public Boathouse to support the Northshore School District (NSD) high school rowing program.

Summary of Contract Terms: The City provides recreation programming by partnering with other organizations. NSD has been providing high school youth rowing programs at the Rhododendron Park Public Boathouse since 2021. Contract 25-C313, Agreement for Recreation Programming with the IHS Crew Boosters outlines the terms for continuing use of the Boathouse for the NSD high school rowing program, Northshore Crew.

Agreement: The Boosters and NSD entered into a Collaboration Agreement under which Boosters will provide financial, administrative support, and project management to Northshore Crew high school rowing students (refer to Attachment #2 also included as an Exhibit to the Contract which outlines the terms of the Collaboration Agreement).

Term (Section 3):

- The agreement term is effective on 8/1/25 and will renew automatically every year unless terminated as set forth in Section 13.

Use of the Park, Boathouse and Dock Use (Section 5):

- Permitted uses include use of the park, boathouse, dock and outdoor storage area during the NSD fall and spring rowing seasons, generally mid-August through mid-November and mid-March through mid-May. Times of operation approved by the City.
- Exclusive use and access to the Boathouse during the Northshore Crew Program Schedule for the fall and spring rowing seasons.
- The dock will be available to the public during normal park hours. No overnight moorage allowed, and dock use on a first-come, first-served basis.

Boosters Responsibilities (Sections 6, 8, 10 and Exhibit A):

- Boosters will provide financial and administrative support to NSD as provided in the Collaboration Agreement.
- Boosters will also coordinate with NSD and the City with respect to NSD's compliance with the safety, maintenance, and other operational requirements applicable to NSD.
- Before the start of the fall 2025 rowing season, Boosters will provide the City with confirmation of NSD's agreement to comply with the NSD requirements.
- Boosters shall be responsible for confirming that boathouse management responsibilities applicable to the Northshore Crew are completed, including but not limited to safety training, operations, compliance and maintenance.
- Boosters will be responsible for collecting any participation fees from Participants.
- The City's right to impose an annual rent for use of the Boathouse authorized under this Agreement, commencing no sooner than July 1, 2026. The City may determine the amount of Rent, in its sole discretion, based on factors that may include, but are not limited to, capital cost recovery, depreciation, maintenance costs and other costs such as utilities. The parties agree to meet to discuss potential Rent amount at least 30 days prior to any such notice from the City.
- Any Rent, may be implemented only as of the start date of any fall or spring rowing season, and the City must provide written notice to Boosters of any imposition or increase of Rent at least 150 days prior to that start date in order to give Boosters an opportunity to assess the economic impact of the new Rent and, if necessary, terminate this Agreement under Section 13.2.
- The City shall be able to periodically review Boosters' records to determine if the terms and conditions of the contract are being met.
- Within the first quarter of each year, Boosters shall submit to the City an annual report.
- Boosters shall provide financial aid to any athlete identified by NSD as eligible for its Fee Waiver for School Programs – Sport Fees.

City Responsibilities (Section 7)

- The City shall not be responsible for any costs associated with Northshore Crew, including, but not limited to, payment of coaches, supervisors, and/or damage to the Boathouse, Park, or dock caused by Northshore Crew.
- The City shall be responsible for payment of utilities.
- The City is not responsible for any costs associated with the KCRC rowing program including, payment of coaches and damage to the boathouse, park, or dock caused by the rowing program.

- The City identifies City contact(s) involved in managing this Agreement and coordinating the use of the Boathouse for the rowing programs.
- The City is responsible for utility payments.
- The City confirms the schedule for boathouse use.
- The City maintains the exterior of the building, the park and provides janitorial services for the bathroom.
- The City confirms the schedule for boathouse use.

Boathouse Maintenance (Section 8)

- The City maintains the exterior of the Boathouse, the public bathrooms, and other park facilities. The City shall maintain reasonable building security measures.
- Boosters is responsible for ensuring the Boathouse is maintained in good order and condition at all times during use by Northshore Crew, and in the manner set forth in Exhibit A.
- Boosters and NSD shall each be solely responsible for their own property, trade fixtures, furniture, and equipment.

Rowing Program Equipment (Section 9)

- Boosters and NSD shall provide all equipment necessary for the Northshore Crew.
- Any agreement to share, use or maintain equipment between Boosters, NSD and other organizations using the Boathouse is the sole responsibility of those parties.
- The City agrees that Northshore Crew will have use of accessible storage racks for at least 12 eight-oared shells; 10 fours/quads; 2 pairs/doubles; and associated oars. The city is not required to expand or enlarge in any way the existing storage for such equipment.

Safety (Section 10)

- Boosters shall ensure that NSD and Northshore Crew are complying with (a) the Permitted Uses at the Park and Dock and (b) all US Rowing standards, including SafeSport or any replacement program that may be adopted by US Rowing.
- All 1:1 adult to youth interactions must be observable and interruptible.
- Boosters shall ensure that NSD retains a reasonable ratio of staff, adult coaches and/or volunteers to youth rowers to ensure safe programming when youth are on the water.
- Boosters shall ensure that NSD is meeting the requirement that all adult staff, volunteers, and parents of participants who provide training, supervision, and/or regularly or semiregularly interact with participants who are youth or vulnerable adults successfully pass an NSD Level 1 or Level 2 background check that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults.
- Boosters volunteers or members that work with any Northshore Crew athlete shall also comply with NSD requirements and pass an NSD Level 1 or Level 2 background check that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults.

Termination (Section 13)

- Unless otherwise terminated, the Boosters must provide 60 days written notice of intent to terminate the agreement prior to the start of the next crew season (by April 25th for the fall

season, by November 1st for the spring season) and the City must provide 120 days written notice.

Background: Northshore School District Interlocal Agreement

The Northshore School District High-School Rowing Program has been operating from the Rhododendron Public Boathouse since 2021 based on an interlocal agreement (Contract 21-C2701) with the Northshore School District.

The initial 5-year lease agreement (Contract 21-C2701) between the City and NSD for use of the Rhododendron Park boathouse went into effect in June 2021, expiring June 2026 along with a management agreement for managing the boathouse programs and coordination with the Kenmore Community Rowing Club (KCRC). Under the lease terms NSD paid the City \$250,000 for tenant improvements for the boathouse, paid a manager at least \$30,000 per year to manage the rowing program, maintain equipment, coordinate equipment usage with other boathouse users and maintain the interior of the building.

On 2/8/24 the City received a letter from NSD with a decision to terminate the lease effective June 2024 due to the district's financial challenges. Contract 24-C3068 was an Interlocal Agreement (ILA) between the City and Northshore School District (NSD) for the use of the Rhododendron Park Public Boathouse for the District's rowing programs during the fall 2024 and spring 2025 rowing season, through June 30, 2025. Execution of Contract 24-C3068 terminated the prior Boathouse Lease Agreement Contract 21-C2701.

Previous Council Action(s):

Authorization of Contract 21-C2701 and Contract 24-C3068 with the Northshore School District (NSD) outlining terms of use for the Rhododendron Public Boathouse for the NSD high school crew rowing program.

Fiscal Consideration:

As outlined in the proposed contract, the City has a right to impose an annual rent for use of the Boathouse, commencing no sooner than July 1, 2026. The rent may be based on capital cost recovery, depreciation, maintenance costs, other costs such as utilities and may reflect a proportionate share of the Boathouse use. In addition, the contract establishes that the City is not responsible for any costs associated with the high school rowing program. The City will be responsible for utility payments, maintenance of the building exterior and park, and will provide janitorial services for the bathroom.

City Council Priorities or Budget Objective Being Addressed

City Council 2025-2026 Priority #9: Explore opportunities to expand Parks and Recreation.

AGREEMENT FOR PUBLIC RECREATIONAL PROGRAMMING

THIS AGREEMENT made and entered into this ____ day of July, 2025, by and between the City of Kenmore, a Washington municipal corporation ("City"), and IHS Crew Boosters, a Washington nonprofit corporation ("Boosters").

RECITALS

WHEREAS, the public has limited access points to experience Lake Washington and the Sammamish River in Kenmore; and

WHEREAS, providing and enhancing public access to the City's shorelines and waterways has been a priority of the City; and

WHEREAS, there are several City-owned waterfront parks that provide public access to the City's shorelines and waterways; and

WHEREAS, the City owns Rhododendron Park, located at 6910 NE 170th Street, Kenmore, Washington ("Park") with access to the Sammamish River and Lake Washington; and

WHEREAS, the City constructed a boathouse at Rhododendron Park ("Boathouse") as one component of an overall strategy to expand water-based activity opportunities for the public; and

WHEREAS, in lieu of the costs and resources needed to staff a recreation department, the City utilizes a more cost-effective means of providing recreation programming by partnering with other organizations to provide recreation programming for public purposes; and

WHEREAS, Boosters is a nonprofit 501(c)(3) corporation formed to promote youth rowing; and

WHEREAS, Boosters has entered into a Collaboration Agreement (the "Collaboration Agreement"), a copy of which is attached as Exhibit D, with the Northshore School District ("NSD") under which Boosters will provide financial and administrative support to NSD's crew program ("Northshore Crew") (acknowledging that for at least the 2025-26 school year crews will race under the name Inglemoor Crew); and

WHEREAS, under the terms of the Collaboration Agreement, (a) participants in Northshore Crew ("Participants") will be high-school students in NSD schools, will remain under the supervision of NSD, and will be members of USRowing, (b) paid coaches will be employees of NSD, and both paid and volunteer coaches will be under

NSD's control, (c) crew shells, oars, coaching launches and other rowing equipment located at the Boathouse may be the property of NSD or of Boosters, and (d) the rowing and other day-to-day operations of Northshore Crew will be managed and conducted by NSD; and

WHEREAS, Northshore Crew has been successful in providing opportunities for youth rowing in this region;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as findings in support of this Agreement.
2. **Ownership.** The parties acknowledge that the City owns the Park and Boathouse.
3. **Term.** The term of this Agreement shall commence and be effective on August 1, 2025, and will renew automatically every year unless terminated as set forth in Section 13.
4. **Grant For Public Purposes:** The City grants to Boosters and Northshore Crew the non-exclusive right, license, and privilege to utilize the Boathouse and portions of the Park in the manner and for the public purposes specified in this Agreement. The areas utilized by Boosters and Northshore Crew shall be identified as publicly owned and operated for public recreation.
5. **Boosters and Northshore Crew Use of the Park, Boathouse, and Dock.**
 - 5.1 Collaboration Agreement. The parties acknowledge that the Boosters and NSD entered into a Collaboration Agreement under which Boosters will provide financial, administrative support, and project management to Northshore Crew (acknowledging that for at least the 2025-26 school year crews will race under the name Inglemoor Crew).
 - 5.2 Northshore Crew Operations. The parties acknowledge that under the terms of the Collaboration Agreement, (a) Participants will be high-school students in NSD schools, will remain under the supervision of NSD, and will be members of USRowing, (b) paid coaches will be employees of NSD, and both paid and volunteer coaches will be under NSD's control, (c) crew shells, oars, coaching launches and other rowing equipment located at the Boathouse may be the property of NSD or of Boosters, and (d) the rowing and other day-to-day operations of Northshore Crew will be managed and conducted by NSD with support from Boosters.

- 5.3** Permitted uses. Boosters and Northshore Crew may use the Park, Boathouse, adjacent dock and outdoor storage area (collectively, “Park Facilities”), as depicted on the site plan attached hereto as Exhibit B, solely for the purpose of conducting activities, programs, and services reasonably related to the operations of Northshore Crew and Boosters’ support of those operations (“Permitted Uses”). Permitted Uses will include storage of hand-powered watercraft, coaching launches, and related equipment and supplies in the Boathouse and in the Under Bridge Storage Area shown on Exhibit B and no other location of the Park.
- 5.4** Operating Hours. Boosters and Northshore Crew may use the Park Facilities consistent with the Permitted Uses during the NSD fall and spring rowing seasons, as published from time to time on NSD’s website but generally occurring mid-August through mid-November, and mid-March through mid-May. The specific times of operation will be confirmed by NSD and approved by the City (“Northshore Crew Program Schedule”) four weeks in advance of the start of each rowing season. Boosters and Northshore Crew may also use the Park Facilities at times other than provided in the Northshore Crew Program Schedule upon request from NSD approved in advance by the City.
- 5.5** Schedule Change. Any requested changes to the rowing program schedule at the Park Facilities must be approved in advance by the City.
- 5.6** Shared Park & Priority Use. Boosters acknowledges and will confirm with NSD that the Park Facilities are shared facilities and may also be used by the public and other organizations as authorized by the City; provided, however, that Boosters and Northshore Crew shall have exclusive use and access to the Boathouse during the Northshore Crew Program Schedule for the fall and spring rowing seasons. The City, in its sole discretion, may authorize and determine the use and access to the Boathouse outside of the Northshore Crew Program Schedule.
- 5.7** Dock. The following dock conditions apply:
- 5.7.1 Under normal conditions, the dock will be available to the public for launching hand-carried boats during normal park hours.
 - 5.7.2 No overnight moorage will be allowed.
 - 5.7.3 Dock use will be on a first-come, first served basis.
- 5.8** Courteous use. In recognition that water access is a limited resource in the City, Boosters agrees and will confirm with NSD that Northshore Crew coaches and Participants shall always operate in a courteous and respectful manner to others and shall work to minimize impacts of their activities on Park Facilities and other watercraft.

- 5.9 Public use. The Park shall remain open and available to the public for recreational purposes at all times during normal park hours from dawn to dusk.
- 5.10 Access. The City retains the right to enter, inspect, operate, maintain, repair, and improve the Park Facilities at all reasonable times. The City reserves the right to prohibit use of portions of the Park Facilities, including the Boathouse and dock for purposes of exercising its rights. Such rights shall be exercised in such a manner as to minimize disruption to Boosters and Northshore Crew.

6. Boosters Responsibilities

- 6.1 Support of NSD; NSD Requirements. Boosters will provide financial and administrative support to NSD as provided in the Collaboration Agreement. Boosters will also coordinate with NSD and the City with respect to NSD's compliance with the safety, maintenance, and other operational requirements applicable to NSD under this Agreement (the "NSD Requirements"). The City acknowledges that Boosters and NSD are separate legal entities, and that Boosters does not control NSD or the operations of Northshore Crew. Boosters will not be liable for any failure of NSD to comply with the NSD Requirements, but NSD's failure to comply may be grounds for termination of this Agreement as provided in Section 13.1.2.
- 6.2 NSD Compliance. Before the start of the fall 2025 rowing season, Boosters will provide the City with confirmation of NSD's agreement to comply with the NSD Requirements. Boosters shall provide to the City the contact information of all NSD personnel responsible for compliance with the NSD Requirements. NSD will be responsible for supervising all Participants.
- 6.3 Boathouse Management Responsibilities. Boosters shall be responsible for confirming that boathouse management responsibilities applicable to the Northshore Crew are completed, including but not limited to safety training, operations, compliance and maintenance as set forth in the attached Exhibit A.
- 6.4 Rowing Fees. Boosters will be responsible for collecting any participation fees from Participants.
- 6.5 Annual Rent. The parties agree and acknowledge the City's right to impose an annual rent for use of the Boathouse authorized under this Agreement, commencing no sooner than July 1, 2026 ("Rent"). The City may determine the amount of Rent, in its sole discretion, based on factors that may include, but are not limited to, capital cost recovery, depreciation, maintenance costs and other costs such as utilities. The amount of Rent will also reflect the Boosters' and Northshore Crew's proportionate share of Boathouse and facility use relative to other parties using the Boathouse. Any initial

imposition of Rent, and any subsequent increase in Rent, may be implemented only as of the start date of any fall or spring rowing season, and the City must provide written notice to Boosters of any imposition or increase of Rent at least 150 days prior to that start date in order to give Boosters an opportunity to assess the economic impact of the new Rent and, if necessary, terminate this Agreement under Section 13.2. The parties agree to meet to discuss potential Rent amount at least 30 days prior to any such notice from the City.

- 6.6** Records and Reporting. To protect the public interest, the parties agree that the City shall be able to periodically review Boosters records to determine if the terms and conditions of this Agreement are being met, including but not limited to, standards of maintenance, public use, and public accessibility upon ten (10) days' written notice to Boosters. Boosters will also obtain from NSD and make available to the City any NSD records necessary for the foregoing determination. The parties agree that Boosters shall not submit to the City any personally identifiable information contained in or derived from student's education records that are deemed confidential pursuant to federal law, as further set forth in Section II.6 of the Collaboration Agreement.

Within the first quarter of each year, Boosters shall submit to the City an annual report which shall provide relevant information about the prior calendar year, including but not limited to data on total hours of programming, number of youth participants and members, volunteer hours, enrollment, fees, and number and value of financial aid awards for low-income youth. Boosters agrees to discuss the contents of the reports and discuss the status of financial aid awarded by Boosters. As part of its annual report, Boosters and staff will coordinate a presentation of the annual report to the City Council at a public meeting.

City staff may attend portions of Boosters board meetings relevant to the use of the Boathouse and the Park Facilities by Northshore Crew, or NSD's performance of the NSD Requirements.

Boosters shall maintain adequate records, data, and information of its actual gross revenue and expenditures in such detail as required by the City. Upon the City's request, Boosters shall provide to the City all records relating to its revenue and expenditures relating to Northshore Crew at the Park. Said records shall be subject to inspection, review or audit by the City during the performance of this Agreement and for up to four years after the Agreement terminates or expires.

- 6.7** Financial Aid. Boosters shall provide financial aid to any athlete identified by NSD as eligible for its Fee Waiver for School Programs – Sport Fees. The parties acknowledge that providing scholarships is a material part of this Agreement.

7. City Responsibilities.

- 7.1** Rowing Team Support. The City shall not be responsible for any costs associated with Northshore Crew, including, but not limited to, payment of coaches, supervisors, and/or damage to the Boathouse, Park, or dock caused by Northshore Crew.
- 7.2** Contacts. The City and Boosters shall identify contact(s) involved in managing this Agreement and coordinating the use of the Boathouse by Northshore Crew. The current contacts are set forth on Exhibit C, which any party may update by notice to the others from time to time.
- 7.3** Utilities. The City shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Park Facilities. The City shall not be liable for any interruption or failure in the supply of any such utilities to the Park Facilities, but the City shall use commercially reasonable efforts to cause such utility service to be restored.

8. Boathouse Maintenance.

- 8.1** City Maintenance. The City shall maintain the exterior of the Boathouse, including the foundation, exterior walls and roof, the public bathrooms, and the hardscape of the staging area and the parking areas, in good condition and repair, including, but not limited to, repairing, replacing (subject to Section 12, below), and restoring the components of the same when necessary. The City shall be responsible for janitorial services in the public bathrooms. In addition, the City shall maintain and repair the Park, including the boardwalk, paths, the bridge, dock, and parking areas, to City standards, and shall be responsible for all ground maintenance and trash removal. The City shall maintain reasonable building security measures as will be determined solely by the City.
- 8.2** Boosters Maintenance. Boosters is responsible for ensuring the Boathouse is maintained in good order and condition at all times during use by Northshore Crew, and in the manner set forth in Exhibit A. Boosters shall be responsible for the repair and replacement (when necessary) of the interior portions of the Boathouse building, when/if damage is caused by Northshore Crew's use of the Boathouse, including windows, plate glass, and doors/entryways to the Boathouse. Boosters and NSD shall each be solely responsible for their own property, trade fixtures, furniture, and equipment.

9. Rowing Program Equipment.

- 9.1** Equipment for Programs. Boosters and NSD shall provide all equipment necessary for the Northshore Crew.

- 9.2 Shared Equipment. Any agreement to share, use or maintain equipment between Boosters, NSD and other organizations using the Boathouse is the sole responsibility of those parties; provided, that Northshore Crew will at all times (including outside the Northshore Crew Program Schedule) have use of accessible storage racks for at least 12 eight-oared shells; 10 fours/quads; 2 pairs/doubles; and associated oars. This section shall not be construed to require the City to expand or enlarge in any way the existing storage for such equipment.

10. **Safety.**

- 10.1 Safety Compliance. Boosters shall ensure that NSD and Northshore Crew are complying with (a) the Permitted Uses at the Park and Dock and (b) all USRowing standards, including SafeSport or any replacement program that may be adopted by USRowing. All 1:1 adult to youth interactions must be observable and interruptible. Boosters shall ensure that NSD retains a reasonable ratio of staff, adult coaches and/or volunteers to youth rowers to ensure safe programming when youth are on the water. Boosters shall ensure that NSD is meeting the requirement that all adult staff, volunteers, and parents of participants who provide training, supervision, and/or regularly or semiregularly interact with participants who are youth or vulnerable adults successfully pass an NSD Level 1 or Level 2 background check that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults. Boosters volunteers or members that work with any Northshore Crew athlete shall also comply with NSD requirements and pass an NSD Level 1 or Level 2 background check that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults.
- 10.2 Standards. The standards and requirements of this section have been promised to the City by Boosters, according to standards that are known to and understood by the City. The City shall not be required to enforce these standards and requirements and shall not be responsible or liable in any way for Boosters' or NSD's adherence (or lack of adherence) to them.

11. **Hazardous Materials**

- 11.1 Environmental Laws; Boosters Indemnity. Boosters and NSD and its personnel shall not use or store Hazardous Substances or Toxic Materials (hereinafter defined) on the Park Facilities or cause or permit the escape, disposal or release (a "Release") of any Hazardous Substances or Toxic Materials on the Park Facilities, in an amount subject to regulation under applicable Environmental Laws (as defined below), or in a manner with violates any Environmental Laws. Fuel storage may be allowed if properly stored. The terms "Hazardous Substances" or "Toxic Materials" as used in this Agreement shall include any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminate and is regulated by Environmental Laws, or any other federal, state, or local statute, law,

ordinance, rule regulation, or judicial or administrative order or decision, now or hereafter in effect. The term “Environmental Laws” as used in this Agreement shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Washington Model Toxics Control Act, as amended, Chapter 82.21 RCW et seq., and all other applicable laws, rules, orders, regulations and requirements of any federal, state, county or local governmental authority regulating toxins, pollutants or contaminants. Boosters shall indemnify, defend and hold harmless the City from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, fines, taxes and expenses (including litigation costs and reasonable attorneys’ fees) that occurred after the effective date of this Agreement and are based on, arise out of, or in any way relate (directly or indirectly, in whole or in part) to (a) any Hazardous Substances or Toxic Materials generated, used, Released, stored or disposed of by NSD, in an amount subject to regulation under or in violation of applicable Environmental Laws and/or (b) NSD’s violation of any Environmental Laws. Boosters shall have no obligation to indemnify the City for the mere discovery by Boosters or NSD of a pre-existing or new Hazardous Substance or Toxic Material on the Park Facilities that was not caused by NSD or Boosters. Notwithstanding anything to the contrary in this Agreement, neither Boosters nor NSD shall be responsible for any Hazardous Substances or Toxic Materials present on the Park Facilities on or before the effective date or for the violation of any Environmental Law relating to Hazardous Substances or Toxic Materials after the effective date to the extent the same results from the introduction of Hazardous Substances or Toxic Materials in violation of applicable Environmental Laws by the City, the City’s agents, employees or contractors, or any other user of the Boathouse and the Park Facilities. Boosters’ obligations under this Section 11.1 shall survive the expiration or sooner termination of this Agreement.

- 11.2** City’s Warranties. As of the effective date of this Agreement, the City represents and warrants that it has received no notice, demand, request for information, summons or order from any person or entity concerning the presence on the Park Facilities of any Hazardous Substances or Toxic Material in violation of any Environmental Laws.
- 11.3** Complete Agreement. This Section 11 constitutes the parties’ complete agreement regarding Hazardous Substances or Toxic Materials for the use of the Park Facilities by Boosters and NSD authorized under this Agreement.

12. **Miscellaneous.**

12.1 Damage or Destruction.

12.1.1 Insured Damage and Repair to the Park Facilities. If during the term of this Agreement Boosters becomes aware that all or any portion of the Park Facilities is damaged or destroyed by fire or other casualty (a "Casualty"), Boosters shall give immediate notice to the City. If the Casualty is covered by the City's casualty insurance policy, the City shall promptly repair such damage and restore the Premises to substantially its condition existing immediately prior to such Casualty using a contractor selected by the City; provided, however, this section is contingent upon the City Council authorizing such repairs.

12.1.2 Termination by City. If, in the City's reasonable determination, the Park Facilities are damaged or destroyed by any Casualty covered by the City's casualty insurance policy to such an extent as to render the same untenantable in whole or substantial part, or to the extent of twenty-five percent (25%) or more of the replacement value of the Park Facilities during this Agreement, or if the City's insurance proceeds are not sufficient to repair the damage, or the time needed to restore the Park Facilities will exceed nine (9) months from the date of the Casualty, then the City may, at its option, either (i) repair such damage as soon as reasonably possible, in which event this Agreement shall continue in full force and effect, or (ii) cancel and terminate this Agreement upon thirty (30) days' prior written notice given to Boosters.

12.1.3 Uninsured Damage. If during the term of this Agreement the Park Facilities are damaged and such damage was caused by a casualty not covered under the City's casualty insurance policy, the City may, at its option, either (i) repair such damage as soon as reasonably possible at its expense, in which event this Agreement shall continue in full force and effect, or (ii) cancel and terminate this Agreement upon thirty (30) days' prior written notice given to Boosters.

12.1.4 Boosters Repair. In no event shall the City be responsible for repair or restoration of personal property of Boosters, Northshore Crew, or NSD or damage to Park Facilities caused by Boosters, Northshore Crew or NSD.

12.1.5 Termination or Suspension by Boosters. If the Park Facilities are damaged or destroyed by any casualty to such an extent as to render the same unusable for the operations of Northshore Crew, Boosters may either (a) suspend this Agreement until the Park Facilities are restored to usable condition, or (b) if the period of unusability is expected to exceed six months, terminate this Agreement upon 30

days' prior written notice given to the City. No Rent will be owed for any period of unusability due to such damage or destruction.

- 12.2 Indemnification; Liability.** Boosters shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, brought by any third party and which arises out of Boosters', Northshore Crew's, or NSD's use of the Park Facilities, including, but not limited to any activities relating to the operations of Northshore Crew, or from any activity, work or thing done, permitted, or suffered by Boosters or NSD in or about the Park Facilities, except only such injury or damage as shall have been occasioned by the negligence or willful actions of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Boosters' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by Boosters and the City. The provisions of this section shall survive the expiration or termination of this Agreement.
- 12.3 Public Restrooms.** Except to the extent caused by the acts, omissions, negligence or willful misconduct, of Boosters, NSD, or their respective agents, employees, contractors, or business invitees, Boosters and NSD shall have no responsibility or liability for any loss, damage, or expense in connection with the use of public bathrooms on the Park.
- 12.4 Survival.** The provisions of Sections 12.2 and 12.3 shall survive the expiration or earlier termination of this Agreement.
- 12.5 Insurance.** Boosters shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with rights provided under this Agreement to Boosters, NSD, or their respective agents, representatives, or employees.

A. Minimum Scope of Insurance. Boosters shall obtain insurance of the types described below:

- i. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under Boosters Commercial General Liability insurance policy using ISO endorsement CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.
- ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Boosters shall maintain the following insurance limits:

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- ii. Excess or Umbrella Liability insurance shall be written with limits of not less than \$1,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Boosters Commercial General Liability insurance, or any combination thereof that achieves the overall required limits.

C. Other Insurance Provision. Boosters Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self insurance, or insurance pool coverage maintained by the City shall be excess of Boosters' insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage; Notice of Cancellation. Boosters shall deliver to the City prior to August 18, 2025, and no less frequently than annually thereafter, certificates evidencing the existence and amounts of insurance required in this Agreement. Boosters shall provide the City with written notice of any policy cancellation, within two business days of its receipt of such notice. The City reserves the right to require reasonable additional coverage and increase limits as industry standards change.

F. Failure to Maintain Insurance. Failure on the part of Boosters to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to Boosters to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City within thirty (30) days of written demand from the City.

G. No Limitation. Boosters maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Boosters to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

12.6 Insurance by Rowing Program Participants. Boosters will require all Participants to purchase an individual membership to USRowing, which in

conjunction with NSD's USRowing club membership, provides insurance that covers personal injuries, death and property damage relating to their participation in Northshore Crew.

- 12.7** City's Property Insurance. The City agrees to add the Park Facilities to its property insurance schedule and insure the same for their replacement cost, subject to and in accordance with the provisions applicable to the City's membership in the Washington Cities Insurance Authority (WCIA) risk pool.
- 12.8** Waiver of Subrogation. Notwithstanding any other term or provision hereof, the parties hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Park Facilities. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- 12.9** Successors and Assigns. Boosters shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.
- 12.10** Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior discussions. The following Exhibits are an integral part of this Agreement and are incorporated herein by this reference:

Exhibit A – Maintenance Responsibilities
Exhibit B – Site Plan of the Park Facilities
Exhibit C – Contacts
Exhibit D – Collaboration Agreement (as it may be amended from time to time)

This Agreement may be amended only in writing, signed by both parties.

- 12.11** Third-Party Beneficiaries. Boosters and Northshore Crew will have the right to use the Park Facilities for the purposes and in the manner set forth in this Agreement. Otherwise, there are no third-party beneficiaries to this Agreement, and no person or entity other than a party to this Agreement shall have any rights under this Agreement or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 12.12** Waiver. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written agreement of both parties.

- 12.13** Severability. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.
- 12.14** Force Majeure. Any performance under any term of this Agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond the performing party's control, including without limitation, terrorist attacks, strikes, embargoes, shortages of labor or materials, pandemics, governmental regulations and delays, acts of God, war or other strife ("Force Majeure"); provided, however, that there shall be no extension until both the City or Boosters, as applicable, has received notice of the events upon which the other party is asserting have constituted a Force Majeure (provided that the party claiming the Force Majeure shall not be required to deliver notice thereof at the time the same commences) and notice when such Force Majeure events have ceased (which notice may be delivered upon the cessation of such Force Majeure events).
- 12.15** Counterparts. This Agreement may be signed in counterparts, and, if so signed, shall be deemed on integrated document.
- 12.16** Nondiscrimination. Each party shall ensure that there shall be no unlawful discrimination against any of its employees or applicants for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.
- 12.17** Governing Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall only be brought in Superior Court of King County, Washington.
- 12.18** Notices. Exhibit C lists contacts of the City, Boosters and NSD for routine and operational purposes. The designated representatives of the parties for formal written notices under this Agreement shall be the following individuals or their designees:

CITY OF KENMORE

Michelle Kang, Acting City Clerk
18120 68th Ave NE
Kenmore WA 98028

mkang@kenmorewa.gov
(425) 398-8900

IHS CREW BOOSTERS

Anish Nanavati, President
19130 - 67th Ave. NE
Kenmore, WA 98028

anish.nanavati@gmail.com
(206) 852-6232

Either party may update this information from time to time by notice to the other party.

13. Termination.

13.1 Termination by the City.

13.1.1 For Convenience. Unless otherwise terminated under a specific term of this Agreement, the City may terminate this Agreement by providing 120 calendar days' written notice prior to the start of the next crew season (by April 25th for the fall season, by November 1st for the spring season) to the Boosters of its intent to terminate this Agreement.

13.1.2 For Cause. If Boosters is in material violation of its obligations under this Agreement, or if NSD is in material violation of the NSD Requirements, the City shall give written notice to both Boosters and NSD describing the violation in reasonable detail. Boosters and NSD shall have a period of 30 days from delivery of such notice in which to cure the violation. If Boosters and NSD have not cured the violation within such period, the City may by further written notice to Boosters and NSD terminate this Agreement, effective no sooner than 30 days after the delivery of such further notice.

13.2 Termination by Boosters.

13.2.1 For Convenience. Unless otherwise terminated under a specific term of this Agreement, Boosters may terminate this Agreement sixty (60) calendar days' written notice prior to the start of the next crew

season (by April 25th for the fall season, by November 1st for the spring season) to the City of its intent to terminate this Agreement.

13.2.2 For Cause. If the City is in material violation of its obligations under this Agreement, Boosters shall give written notice to the City describing the violation in reasonable detail. The City shall have a period of 30 days from delivery of such notice in which to cure the violation. If the City has not cured the violation within such period, Boosters may by further written notice to the City terminate this Agreement, effective no sooner than 30 days after the delivery of such further notice.

13.3 Effective Date of Termination. The effective date of termination shall be the date upon which this Agreement ceases to be in force following the required notice as contemplated in this Section 13. Any termination for cause will not limit or constitute a waiver of any other remedy that may be available to the non-defaulting party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

**CITY OF KENMORE,
WASHINGTON**

IHS CREW BOOSTERS

By: _____
Stephanie Lucash,
Interim City Manager

By: _____
Anish Nanavati,
President

EXHIBIT A

Maintenance Responsibilities

Consistent with Section 6 of the Agreement, Boosters and NSD shall maintain the Boathouse in good order and condition at all times during its use.

Boosters and NSD's care and management of the Boathouse must include:

- Securing the building when leaving;
- Maintaining a list of NSD staff who are authorized to access the Boathouse;
- Maintaining office and cleaning supplies for keeping the Boathouse clean and tidy;
- Managing rack assignments for Boosters and NSD shells;
- Using responsible protocols for gasoline storage and spills, including keeping all stored gasoline in the flammables cabinet;
- Performing regular safety audits of Boathouse conditions applicable to the Boosters and Northshore Crew;
- Maintaining safety equipment applicable to the Northshore Crew; and
- Documenting and reporting to the City all Boathouse maintenance issues and Booster's and NSD's efforts to correct such issues.

Any maintenance issues or damage to the Boathouse not caused by Boosters or NSD during its use shall be timely reported to the City, and shall not be the responsibility of Boosters or NSD to repair or resolve.



Exhibit B - Site Plan



June 27, 2024

EXHIBIT C

Contacts

City Contacts:

Public Works Operations Point of Contact (single point of contact for any facility and/or site maintenance needs, facility access codes, etc.):

Quinn Proffitt (Monday thru Friday 6:00 AM to 2:30 PM)
Parks & Streetscapes Maintenance Supervisor
(206) 914-4739
qproffitt@kenmorewa.gov

Public Works Operations (Monday thru Friday 2:30PM to 5:00PM)
(425) 398-8900

After hours Emergencies: Public Works Operations On-call
(253) 274-6330

Life Threatening Emergencies: Please call 911

Contract Point of Contact (single point of contact for any issues specifically related to the contract agreement itself, submitting annual reports, program coordination, etc.):

Maurita Colburn
Recreation Program Supervisor
(425) 864-3788 mcolburn@kenmorewa.gov

Boosters Contacts:

Anish Nanavati,
President
anish.nanavati@gmail.com
(206) 852-6232

NSD Contacts:

Heather Miller
Executive Director of High Schools
hmillier@nsd.org
(425) 408-7704

EXHIBIT D
Collaboration Agreement
[to be attached]

Collaboration Agreement

This Collaboration Agreement (“Agreement”), dated and effective as of July 1, 2025, is for the purpose of outlining the relationship between the Northshore School District ("NSD") and the IHS Crew Boosters, a Washington nonprofit corporation (“Boosters”). The parties acknowledge that Boosters plans to change its name. This agreement will initially be in place for the 2025-26 school year and will renew automatically every year thereafter unless terminated as below.

Boosters exclusively serve NSD high school team rowers ("Participants"), but Boosters is not affiliated with NSD. NSD makes available to Participants certain training and competition equipment. Boosters provides funding, organizational infrastructure and project management for the Participants’ crew activities.

Therefore, in order to support students’ desire for NSD to have a crew team, and in accordance with Board Policy and Procedure 2151, NSD and Boosters agree to the following:

I. Financial

1. Boosters will provide funds to NSD to cover the cost of the following items: (a) coaches' stipends (number of coaches to be determined by number of Participants), (b) USRowing Team "Plus" membership, (c) student transportation to regattas, if elected by boosters, and (d) licensing for vehicles owned by the Northshore School District, including boats and trailers. (Participants will be responsible for their own transportation to and from practices.) Funds required of Boosters in this Paragraph must be sufficient to cover in-season costs. (See Addendum A for estimated costs for the 2025-26 school year and for the annual schedule for deposits by Boosters (the “Payment

Schedule”).) All estimated costs must be deposited by Boosters in the designated high school's Crew Boosters ASB account according to the payment schedule and prior to any disbursements by NSD.

2. The District will determine in-season fees in consultation with Boosters prior to the start of each season using an estimate of the number of Participants expected to register. The Payment Schedule is established with the understanding that the number and identity of Participants may not be known prior to the start of any season and that Boosters' fundraising efforts will depend to some extent on funds contributed by the families of each season's Participants during that season.
 - a. NSD acknowledges that there are additional costs associated with participating in crew and understands that additional program costs will be paid for through registration fees and fundraising by the Boosters.
 - b. Annual club membership USRowing fees will be paid by NSD to USRowing by the deadlines specified by USRowing.
3. Crew coaches will be employed by and paid by NSD.
4. NSD will not incur any monetary gain nor loss from this Agreement.
 - a. Boosters and NSD will perform a reconciliation at the end of each fall and spring season. Any overpayment to NSD will be refunded by NSD to Boosters by the last day of January (for the fall season) and the last day of June (for the spring season) for each school year. Should there be additional fees for Nationals Regatta or other unexpected costs, Boosters will pay NSD directly within 30 days of the end of the season, as these additional fees are expected to be a minimal, non-material amount. If requested by Boosters, NSD will provide a mid-season reconciliation.
5. Participants will not be required to pay the athletic pay-to-play fee but will be required to purchase their school's ASB card.
6. Boosters acknowledge and agree that it has a plan to pay for students who qualify for House Bill 1660 and cannot afford to pay the fee to participate in crew. The Athletic Secretary of the designated NSD high school will inform Boosters whether there is an athlete that needs this support, consistent with applicable confidentiality requirements.

7. FinalForms (or any replacement system that may be adopted by NSD) must be used for students to register, for Athletic Directors to confirm athletic eligibility, and for confirmation that volunteer coaches have been approved through NSD's process.

II. Crew Team Coaches

1. Crew coaches will be employees of NSD during the fall and spring seasons, and must meet NSD standards and requirements, and be paid according to NSD practices.
2. Athletic directors and principals will oversee and approve the selection, hiring, continuation with NSD programs and/or recommendation of termination of coaches consistent with NSD policies, practices, and any applicable collective bargaining agreements. All personnel associated with non-WIAA sports must adhere to and conform to the rules that NSD has for all its personnel.
3. If additional coaches are needed beyond those hired by NSD, they will be volunteers. Volunteer coaches must follow the NSD volunteer requirements and apply to be a volunteer coach through the NSD approval process.
4. NSD-paid coaches (employees) are expected to use and check FinalForms to ensure student athletes are eligible to participate. Participants must have completed their insurance forms, have acquired a USRowing membership, have a valid swim test, have completed the necessary safety training, and have been cleared by their doctor for participation.
5. NSD-paid coaches (employees) are expected to confirm all volunteer coaches are reflected in FinalForms as NSD approved through the process outlined at <https://www.nsd.org/getinvolved/volunteer/become-a-volunteer>.
6. NSD will require that crew coaches (paid or volunteer) acknowledge that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1231(g), et seq., and the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400, et seq. NSD will also require that coaches agree not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in

the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law.

III. Facilities

1. WIAA-sanctioned interscholastic sports will be given priority for use of NSD facilities. Non-WIAA sports will be given second priority for use of school facilities during the designated season. Consideration will be given to most efficiently use NSD facilities to maximize the number of participants across all sports.
2. The crew team, while under the supervision of NSD paid coaches, will be granted use of NSD facilities (e.g., erg rooms) during the spring and fall seasons for no charge.
3. NSD will not be responsible, financially or otherwise, for scheduling practices on non-NSD property. Such responsibility shall rest solely with Boosters.
4. Crew practices and competitions will be added to the official fields schedule and all applicable NSD high school sports schedules by each high school Athletic Director.
5. Coaches are responsible for providing crew practice schedules to the designated high school's Athletic Director prior to the last day of school (for the next fall season) and prior to the start of mid-Winter Break (for the next spring season). Competition schedules will be shared with the designated Athletic Director as soon as they are known.

IV. Equipment

1. All equipment purchased by Boosters will remain in the ownership of Boosters, but Boosters agrees to permit Participants to use said equipment during the fall and spring seasons and during any out-of-season practices, regattas, or other crew team-related practices.

V. MISCELLANEOUS PROVISIONS

1. The following is understood by both parties, and it is the responsibility of NSD to notify Participants of the following:
 - Participants are responsible for providing their own crew-appropriate clothing. Participants will be advised of what constitutes crew-appropriate clothing prior to the start of each season.

- Families are responsible for the purchase of an individual USRowing membership for each Participant which, as of April 1, 2025, is \$25 per rower for a new membership and \$20 for renewals.
 - Parents will complete the online athletic emergency information form to authorize procedures in case of the need for emergency treatment.
 - Students participating in interscholastic athletics and activities shall follow the conduct rules of the NSD Student Athletic Code. The student and parent will provide assurance and acknowledgement of their understanding of these regulations.
2. NSD will provide support and recognition to crew participants consistent with participants in WIAA sports including, but not limited to parking access, physical education course waivers, inclusion in the yearbook, National Letters of Intent Signing Day, and varsity letters.
 3. Boosters understand that if the crew team chooses to participate in competitions that require overnight travel during the high school season, it is an NSD activity and the team must follow NSD field trip procedures as outlined in 2320P, which requires the use of a 2320 F-3 Parent/Guardian Permission Form, nursing services and medication protocols, and administrator approval.
 4. This Agreement may be modified only by a written amendment executed by both parties.

VI. Mutual Hold Harmless

1. NSD shall defend, indemnify, and hold Boosters, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney fees, or claims for injury or damages arising out of the performance of NSD, but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the willful misconduct or negligence of NSD, its officers, agents or employees.
2. Boosters shall defend, indemnify and hold NSD, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney fees, or claims for injury or damages arising out of the performance of

Boosters, but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the willful misconduct or negligence of Boosters, its officers, agents or employees.

VII. Term and Termination

This Agreement becomes effective upon execution and signature of all parties. It will be effective for the term set forth in the first paragraph of this Agreement; provided that either party may terminate this Agreement by giving written notice to the other party at least 120 calendar days prior to the start of the next crew season (by April 25th for the fall season, by November 1st for the spring season).

Executed as of the date first above written.

NORTHSHORE SCHOOL DISTRICT

By *JoLynn Berge*

Printed name: JoLynn Berge

Title: Deputy Superintendent

IHS CREW BOOSTERS

By *Anish Nanavati*
Anish Nanavati (Jul 1, 2025 20:42 PDT)

Printed name: Anish Nanavati

Title: President

Addendum A

Estimated annual expenses to be paid by Boosters to NSD for 2025-2026:

Estimated Fall Expenses

USRowing Team “Plus” Membership	\$4,500	Annual fee typically paid in December
Coach Stipends	\$36,000	Based on 2 head coaches and 3 assistant coaches
Student Transportation	\$3,000	Buses to regattas

Estimated Spring Expenses

Coach Stipends	\$36,000	Based on 2 head coaches and 3 assistant coaches
Student Transportation	\$3,000	Buses to regattas

Payment Deadlines:

1. USRowing club membership fees: prior to Nov 30 each year
2. Transportation fees: per NSD Department of Transportation deadlines.
3. Coaches’ stipends: For each fall season, 25% of the estimated stipends by June 15 and the balance by September 15; and for each spring season, 25% of the estimated stipends by January 15 and the balance by March 15.

Verification and Compliance:

1. The district administration will verify the availability of funds in the designated Crew ASB account by the specified deadlines.
2. Payments by NSD will only be processed after confirmation that all required funds are deposited and available.

Exceptions and Adjustments:

Any exceptions to these deadlines must be requested in writing and approved by NSD at least 30 days prior to the applicable deadline.

Non-Compliance:

Failure to meet the specified deadlines may result in delayed payments, cancellation of scheduled activities, or other administrative actions as deemed necessary by NSD.

Addendum B

For Fall 2025 Only:

1. The first installment of coaches' stipends will be delivered later than specified in the Addendum A payment deadline and at a date mutually agreed upon. Boosters propose August 15th.
2. The practice schedule for fall will be delivered as soon as possible. The contract details that practice schedules for fall should be delivered to the AD prior to the last day of school.

Kenmore Urban Forestry Management Plan

July 28, 2025



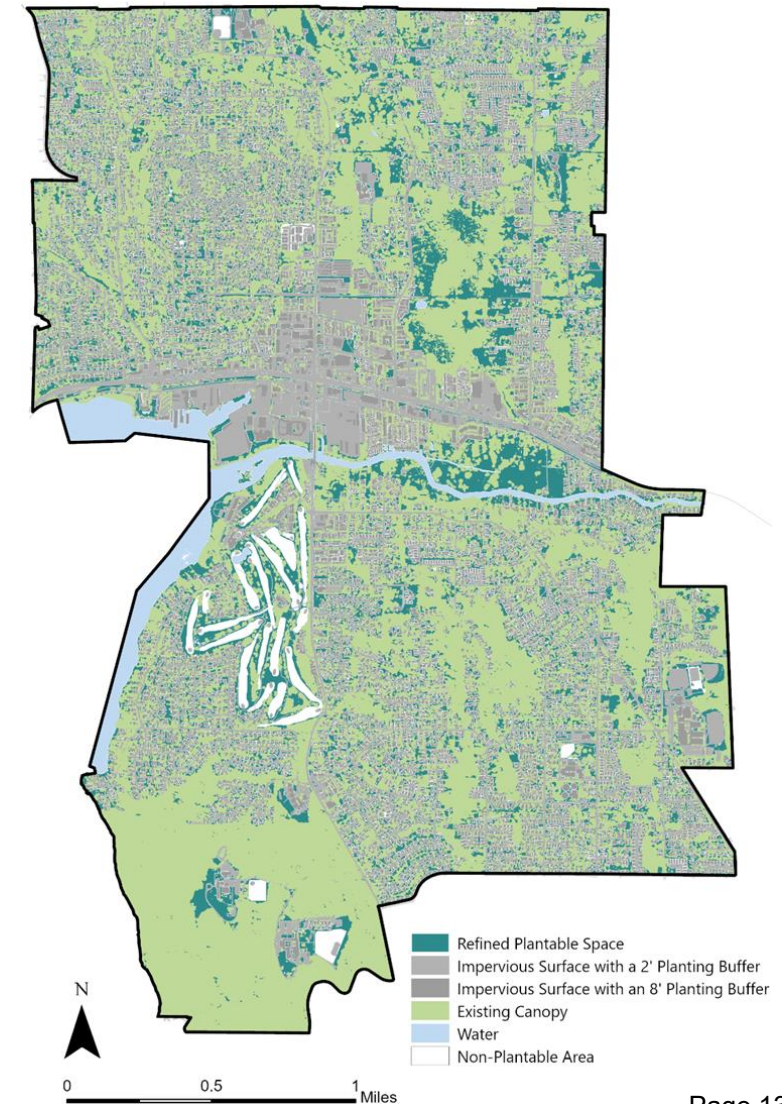
CITY OF KENMORE
ENVIRONMENTAL SERVICES



Project Overview

What is the UFMP?

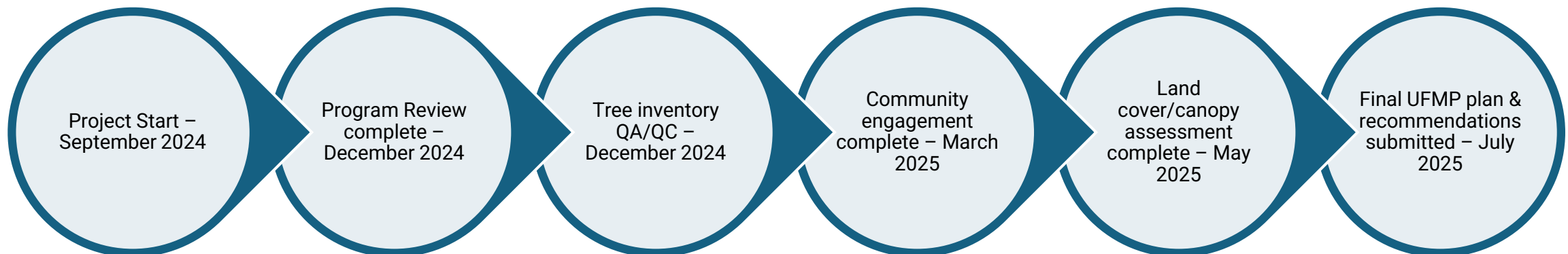
- High-level guidance document
 - Action plan
 - “Road map”
 - Framework for evaluation
 - General code guidance
 - Tools to develop projects
-
- Identified as action item in Climate Action Element of Comp Plan
 - Addresses items in Climate Action Plan



Project Components & Timeline



- Staff interviews
- Policy/procedure assessment
- Community survey
- Community workshop
- Tree inventory & QA/QC
- Land cover assessment w/ climate and equity factors
- Priority planting map creation
- Development of final recommendations



City Council Input



Changes/additions based on Council feedback:



Canopy cover goal: 50% coverage by 2045 (includes St. Edward State Park)



5-year progress check-ins of goal



Additional recommendations surrounding wildlife habitat, local carbon offset initiatives, and integration of Plan goals into other City plans



Clarification of existing policies and procedures, community feedback

Plan Status

- Published today on website
 - Kenmorewa.gov/CAP
- Staff to use Plan to pinpoint immediate next steps and establish foundations for longer-term action items



Next Steps



01

Identify planting areas on public land for fall

02

Compile Street Tree Management Plan

03

Create incentive program to provide trees to community members

Thank you!

Questions?



CITY OF KENMORE

ENVIRONMENTAL SERVICES



City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/28/2025

Subject/Topic:	Proposed Council Action/Motion:
Temporary Homeless Shelters Department: Development Services Prepared by: Reilly Rosbotham Planner Attachments: • Attachment 1: Ordinance No. 25-0626 • Exhibit A: Amendments to Chapter 18.100 of the Kenmore Municipal Code.	☐ Information Only ☐ Receive and File ☒ Discuss ☐ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☐ Authorize ☐ Other:

Approvals:

Department Head _____ SL _____ City Attorney _____ DR _____ Finance Director _____ MM _____ City Manager _____ SLL _____ Optional _____ TC _____

Summary/Background:

Pursuant to RCW 35A.21.360, the City desires to amend Chapter 18.100 of the KMC as set forth in Exhibit A to comply with state law and to increase flexibility for temporary homeless shelters and cold-weather low-barrier shelters. The proposed changes would increase the maximum duration of a temporary outdoor shelter from 125 days (approximately four (4) months) to six (6) months, eliminate the requirement for there to be only one indoor or outdoor temporary shelter per calendar year, and simplify the application process for temporary homeless shelters and cold-weather low-barrier shelters.

The State of Washington finds that residents in temporary settings are a particularly vulnerable population that do not have access to the same services as citizens with more stable housing. Hosted outdoor encampments serve as a pathway for individuals experiencing homelessness to receive services and achieve financial stability, health, and permanent housing (Engrossed Substitute House Bill (HB) 1754, Section 1).

In 2020 the Washington State Legislature amended RCW 35A.21.360, which limits the ability of code cities to regulate hosting of the homeless by religious organizations. The City of Kenmore Municipal

Code (KMC) contains limitations on temporary outdoor homeless shelters that are inconsistent with the amendments to the RCW.

Pursuant to RCW 35A.21.360, code cities are prohibited from limiting a religious organization's ability to host an outdoor encampment on its property to fewer than six months during any calendar year. Additionally, a code city cannot limit the number of simultaneous religious organization outdoor encampments within the same municipality during any given period of time.

Pursuant to RCW 35A.21.360, amendments to Chapter 18.100 of the Kenmore Municipal Code are proposed as set forth in Exhibit 2 (Temporary Homeless Shelter Amendments) to comply with state law. The code amendments are expected to have positive impacts on diversity, equity, inclusion, and accessibility (DEIA), as they will remove barriers to temporary homeless shelters, which will provide temporary housing for people experiencing homelessness.

The KMC divides temporary shelters into two categories: "indoor and outdoor temporary homeless shelters" (temporary shelters) and "cold-weather low-barrier shelters" (cold-weather shelters). Temporary shelters include temporary homeless encampments and temporary homeless indoor shelters. Cold-weather shelters are indoor emergency shelters for the homeless that operate for 31 days or less between October and April.

The proposed updates include the following changes to temporary shelters:

- Increase the maximum duration from 4 months to 6 months;
- Simplify the application and public notice process, while retaining the same duration and types of public notice;
- Allow either the sponsoring organization or city staff to present a status report to the City Council;
- Allow more than one temporary shelter per calendar year;
- Require 3 months of separation between temporary shelters at a particular site;
- Allow simultaneous temporary shelters at least 1,000 feet apart.

The proposed updates include the following changes to cold-weather shelters:

- Simplify the application and public notice process, while retaining the same duration and types of public notice;
- Allow more than one cold-weather shelter per calendar year.
- Allow simultaneous cold-weather shelters at least 1,000 feet apart;
- Clarify the dates in which cold-weather shelters can operate (October 1st to April 31st);
- Allow emergency cold-weather shelters to operate during the day as well as the night;
- Allow residents of cold-weather shelters to leave and re-enter the shelter.

Frequently Asked Questions (FAQs):

- Why are these amendments being proposed?

These amendments are proposed in order to bring the KMC into compliance with the RCW as revised by HB 1754. RCW 35A.21.360 prohibits cities from taking actions that would unfairly restrict the ability of religious organizations to host the homeless. Additionally, these amendments will support the City Council Priority #2 to increase availability of all types of housing, including the needs of people experiencing homelessness, by allowing a

greater number and duration of temporary outdoor homeless shelters and emergency cold weather shelters.

- Does this mean that more temporary homeless shelters will be allowed in the City?

Yes. The code currently allows only one temporary shelter per calendar year, and one cold weather shelter per calendar year; this restriction will be removed. However, simultaneous shelters will be required to be at least 1,000 feet apart, and a minimum of 3 months of separation will be required between temporary shelters at a particular site.

- How will the public be notified?

Before the City can approve a temporary use permit for a temporary or cold-weather shelter, the sponsoring organization must hold a public informational meeting. The City will mail meeting notices to all property owners, residents, and tenants within 1,000 feet of the proposed shelter site. Additionally, the meeting details will be posted on the City's website and at the future shelter location.

- How will residents and neighbors be kept safe?

All temporary and cold-weather shelters are required to implement a code of conduct. At a minimum, this code must be agreed to by all shelter residents before they are allowed on-site. It prohibits drugs, alcohol, weapons, violent behavior, loitering, and requires adherence to quiet hours.

City staff, the Shoreline Fire Department, and Kenmore Police Department review every shelter application. Inspections may be conducted at any time and without notice by the City, King County Public Health, Shoreline Fire, and Kenmore Police.

Additionally, cold-weather shelters must have staff trained in de-escalation on-site, as these shelters are designed to have low barriers to entry in emergency situations. No changes are proposed to the existing sections of the Kenmore Municipal Code (KMC) regarding the code of conduct, application review, inspections, or staffing requirements.

Previous Council Action(s):

- Ord. 23-0580 § 5
- Ord. 18-0466

Fiscal Consideration:

Not applicable. The proposed amendments will not create any additional expenses.

City Council Priorities or Budget Objective Being Addressed:

- City Council Priority #2: Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.
- City Council Priority #8: Continue to implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan, including social justice reform.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 25-0626**

**AN ORDINANCE OF THE CITY OF KENMMORE, WASHINGTON, AMENDING
CHAPTER 18.100 OF THE KENMORE MUNICIPAL CODE TO ALLOW
GREATER FLEXIBILITY FOR TEMPORARY HOMELESS SHELTERS
CONSISTENT WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Washington Growth Management Act (GMA) requires fully planning local governments to plan for and accommodate housing affordable to all income levels, and all cities and counties planning under the GMA must update their comprehensive plans and development regulations according to the schedule in RCW 36.70A.130; and

WHEREAS, all fully planning jurisdictions must document sufficient land capacity for emergency housing, emergency shelters, and permanent supportive housing. (RCW 36.70A.070(2)(c)); and

WHEREAS, the Washington State Legislature amended RCW 35A.21.360, which limits the ability of local jurisdictions to regulate hosting of the homeless by religious organizations; and

WHEREAS, pursuant to RCW 35A.21.360, the City desires to amend Chapter 18.100 KMC, as set forth in Exhibit A (Temporary Homeless Shelter Amendments) to comply with state law; and

WHEREAS, the City Council's second highest priority from 2025 to 2026 is to "preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness"; and

WHEREAS, the City Council's eighth highest priority from 2025 to 2026 is to "continue to implement the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Plan, including social justice reform"; and

WHEREAS, the proposed amendments set forth in Exhibit A increase the allowed duration, number, and ease of applications for temporary homeless shelters; and

WHEREAS, on June 23, 2025 the City's SEPA Responsible Official issued a threshold determination on nonsignificance for the Temporary Homeless Shelter Amendments, and the City received no comments relating to the same; and

WHEREAS, pursuant to RCW 36.70A.106, the City notified Commerce of the proposed Temporary Homeless Shelter Amendments; and

WHEREAS, on July 28, 2025, the City Council held a public hearing on the proposed Temporary Homeless Shelter Amendments, and duly considered the same; and

WHEREAS, the City Council desires to meet the mandates of state law and to adopt the proposed Temporary Homeless Shelter Amendments in compliance with RCW 35A.21.360; and

WHEREAS, the City Council finds that the Temporary Homeless Shelter Amendments meet the decision criteria of KMC 19.20.090.A and .C; and

WHEREAS, the City Council finds that the proposed Temporary Homeless Shelter Amendments will benefit the public health and welfare of its residents;

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

Section 1. Recitals. The recitals set forth above are incorporated herein as findings in support of this Ordinance.

Section 2. Amendment. The City Council amends Chapter 18.100 of the Kenmore Municipal Code as set forth in Exhibit A, attached hereto and incorporated by reference as if set forth in full.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall be published in the City's newspaper of record, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 28TH DAY OF JULY, 2025.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Michelle Kang, Acting City Clerk

Approved as to form:

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 07/18/2025

PASSED BY THE CITY COUNCIL:

ORDINANCE NO.: 25-0626

DATE OF PUBLICATION:

EFFECTIVE DATE:

EXHIBIT A TO ORDINANCE 24-0626

I. KMC 18.100.200 is amended to read as follows:

18.100.200 Indoor and outdoor temporary homeless shelters.

A. This section regulates indoor and outdoor temporary homeless shelters, which include temporary homeless encampments (“tent cities”) and temporary homeless indoor shelters, but exclude cold-weather low-barrier shelters, which are regulated by KMC [18.100.210](#).

B. In recognition of the need for temporary housing for homeless persons, the purpose of this section is to allow sponsoring religious, nonprofit, and governmental organizations (hereafter, “sponsoring organizations”) to use property owned or controlled by them for indoor and outdoor temporary homeless shelters (hereafter, “temporary homeless shelters” or “shelters”), while preventing harmful effects associated with such **uses**, including but not limited to the possibility of impediments to emergency services, the possibility of environmental degradation, the use of improper sanitary facilities, and the possibility of any other factors that would be considered a nuisance under applicable laws. An outdoor temporary homeless shelter shall include all land and buildings that are used for the shelter, and an indoor temporary homeless shelter shall include all buildings and outdoor areas that are used for the shelter (hereafter, “shelter site”).

C. Temporary homeless shelters may be permitted in accordance with the following procedures, requirements and standards, which shall apply instead of KMC [18.100.120](#) through [18.100.140](#):

1. The **city manager** is authorized to issue temporary use permits for shelters only upon demonstration by the sponsoring organization that all public health and safety requirements of this section have been satisfied or adequately addressed. The **city manager** may administratively adjust such requirements upon entry of findings and conclusions to support the adjustment. ~~The city manager may terminate a permit upon a determination that the shelter is unfit for human habitation due to safety concerns, bad sanitary conditions or health related concerns, or disorderly or disorganized activities that adversely impact the safety, health, and welfare of the neighborhood adjacent to the shelter site.~~

2. An application for a temporary homeless shelter shall include the following:

- a. The dates of the start and termination of the shelter;
- b. The maximum number of residents proposed;
- c. The location, including parcel number(s) and address(es);
- d. The name(s) of the sponsoring organization(s);
- e. A proposed plan regarding self-management;
- f. A site plan, which shall:

(1) Show components of the shelter, including but not limited to: dwelling, eating, living, potable water, sanitary, solid waste, and administrative facilities and areas; entry and exit points; pathways; parking areas; and access routes for emergency services; and

(2) Demonstrate compliance with all safety and health requirements of this section, as applicable;

g. A transportation plan, which shall detail the plan for the pick-up and delivery of residents, if any, and include the walking routes from nearby transit stops to the shelter, and provisions for public transit tickets for residents, if any; and

h. A code of conduct, which shall at a minimum:

(1) Require residents to agree to the code prior to being permitted to dwell on site; and

(2) Prohibit drugs, alcohol, weapons, and open flames; prohibit violent behavior and loitering in the area surrounding the site; and establish and require observance to quiet hours.

3. A temporary homeless shelter must meet or the sponsoring organization must implement all of the following health and safety standards:

a. Have a maximum of 50 residents, which the **city manager** may reduce due to property and shelter conditions or considerations.

b. For outdoor shelters, have a total site area of at least 150 square feet per resident.

c. Have a maximum duration of **six (6) months** ~~125 consecutive days~~.

d. At approximately the 60-day mark, file a report with the **city manager** using forms provided by the **city manager**. The sponsoring organization and/or the **city manager** shall ~~that contains topics, data and information required by the city manager, and thereafter~~ summarize the report at a city council meeting.

e. Enclose outdoor shelters on all sides with a minimum six-foot-tall, sight-obscuring **fence**; provided, that if the shelter cannot be viewed by a person standing on the ground of or looking out of the window of a building on an abutting property, the **fence** does not need to be constructed along such abutting property.

f. Use existing permanent **structures** and not construct new permanent **structures**.

g. At all times, have a point of contact who can be reached by phone.

h. Prohibit overnight stays by children under the age of 18, unless accompanied by a parent or guardian.

- i. Before admitting a potential resident, contact the King County sheriff's communications center, or other agency or office approved by the **City**, to determine whether the potential resident is registered as a sex offender or has an active warrant. If the potential resident is a registered sex offender or has an active warrant, prohibit admission to the shelter.
- j. Provide adequate sanitary facilities and satisfy all applicable public health requirements.
- k. Allow inspections by **City** and King County health, fire, and police **departments** at any reasonable time and without notice.
- l. Provide a minimum of two off-street **parking spaces** per 25 residents, except for an indoor shelter with a fluctuating number of residents, which shall require a minimum of four off-street **parking spaces**. Not displace any required parking for the principal/existing **use** on the property as a result of the shelter.
- m. Restrict smoking to a designated smoking area, which must be a minimum of 25 feet from adjacent properties.
- n. Observe quiet hours in accordance with KMC [8.05.025](#).

4. The sponsoring organization applicant shall accomplish the following:

- a. A minimum of 30 days before submittal of the application, mail a notice by first class mail to owners, residents, and tenants of all property within 1,000 feet of the shelter site. The notice at a minimum shall inform these persons of the proposed duration and operation of the shelter, the applicable standards and requirements of this section, the provisions of the proposed code of conduct, and the mechanisms for obtaining information regarding shelters in general and the proposed shelter in particular. At least two business days before mailing the notice, the sponsoring organization shall submit a copy of the draft notice to the city manager.
- b. Hold an informational meeting before the city manager's decision on the application. A minimum of 14 calendar days before the city manager's decision on the application, the City of Kenmore shall mail notice by first class mail to owners, residents, and tenants of all property within 1,000 feet of the subject property, advising them of the date, time, and location of a public informational meeting hosted by the sponsoring organization. At the meeting, the sponsoring organization shall inform the attendees of the proposed duration and operation of the shelter, conditions that will likely be placed on the operation of the shelter, and provisions of the code of conduct, and shall answer questions regarding the proposed shelter.

~~5. A minimum of 14 calendar days before the city manager's decision on the application, the City shall update the City's website with the date of the application, shelter location, and proposed duration and operation of the shelter.~~

4. The sponsoring organization/*applicant* shall:

a. Submit a complete temporary use permit application to the *City* no fewer than 90 calendar days prior to the proposed opening date of the shelter.

b. Host an informational public meeting to present details about the proposed temporary use and respond to community questions.

c. Prepare a public notice, which will be mailed by the *City* to property owners, residents, and tenants within a 1,000-foot radius of the shelter site. At a minimum, the notice shall include:

(1) The time, place, and purpose of the meeting;

(2) The proposed duration and operational details of the shelter;

(3) The name of the sponsoring organization and their website, if available, for those seeking additional information;

(5) The provisions of the proposed code of conduct—or, if extensive, a summary along with details on where the full code can be accessed (e.g., a website link); and

(6) Any other relevant operational information.

d. Provide the draft notice to the *City* at least two weeks prior to the scheduled public meeting. This timeframe ensures adequate opportunity for *City* staff to review the notice, offer feedback if needed, and prepare it for mailing. A minimum of four (4) calendar days prior to the meeting, the *City* will mail the notice to property owners, residents, and tenants within a 1,000-foot radius of the shelter site. The *City* will also post the notice on its website.

e. Predominantly display the notice at the meeting site.

5. The *city manager* is authorized to terminate a permit upon a determination that the shelter is unfit for human habitation due to safety concerns, bad sanitary conditions or health related concerns, or activities that adversely impact the safety, health, and welfare of the occupants and/or neighbors adjacent to the shelter site. To terminate a permit, the *city manager* will provide notice of termination to the sponsoring organization/*applicant* and the property owner of the host site by certified mail. A minimum of 21 days after the *city manager* mails notice, the shelter use shall be discontinued. If the shelter use continues after 21 days following notice of termination, it is a violation subject to the enforcement, penalty, and abatement provisions of Chapter [1.20](#) KMC.

D. The following conditions shall apply to all temporary homeless shelters:

~~1. Only one indoor or outdoor temporary shelter shall operate in the City per calendar year.~~

~~a. The City will accept notices of intent to file an application for a temporary shelter during the month of October.~~

~~b. The notice of intent must be for operation of a temporary shelter in the subsequent calendar year only.~~

~~c. If more than one letter of intent is filed during the month of October, the city council must rank all potential applicants during the first two weeks of November, after determining a ranking procedure and considering a report from the city manager.~~

~~d. The potential applicant with the highest ranking must file a complete application and pay all applicable fees on or before December 30th.~~

~~e. If the potential applicant with the highest ranking fails to file a complete application and pay all applicable fees by the deadline or withdraws a complete application, or if the City denies the application, the City shall accept and process applications from other potential applications, in the order of ranking by the city council.~~

1. A minimum of three months of separation is required between subsequent or established temporary homeless shelters at a particular site.

2. Simultaneous and adjacent temporary homeless shelters are permitted, provided that no two temporary outdoor homeless shelters may be closer than 1,000 feet.

~~2. There can be one temporary homeless shelter under this section and one cold-weather low-barrier shelter under KMC [18.100.210](#) in the same calendar year.~~

3. Shelters are prohibited in **critical areas** and their **buffers**.

II. KMC 18.100.210 is amended to read as follows:

18.100.210 Cold-weather low-barrier shelters.

A. This section regulates cold-weather low-barrier shelters. Cold-weather low-barrier shelters are indoor emergency shelters for the homeless that operate for 31 consecutive days or less between October 1st and April 30th. ~~and restrict operation to nighttime hours.~~

B. In recognition of the need for shelter from the cold for homeless persons, the purpose of this section is to allow sponsoring religious, nonprofit, and governmental organizations (hereafter, "sponsoring organizations") to use property owned or controlled by them for cold-weather low-barrier shelters (hereafter, "cold-weather shelters" or "shelters"), while preventing harmful effects associated with such uses, including but not limited to the possibility of impediments to emergency services, the possibility of environmental degradation, the use of improper sanitary facilities, and the possibility of any other factors that would be considered a nuisance under applicable laws. A cold-weather shelter shall include all buildings and outdoor areas that are used for the shelter (hereafter, "shelter site").

C. Cold-weather shelters may be permitted in accordance with the following procedures, requirements and standards, which shall apply instead of KMC [18.100.120](#) through [18.100.140](#) and [18.100.200](#):

1. The city manager is authorized to issue temporary use permits for shelters only upon demonstration by the sponsoring organization that all public health and safety requirements of this section have been satisfied or adequately addressed. The city manager may administratively adjust such requirements upon entry of findings and conclusions to support the adjustment. ~~The city manager may terminate a permit upon a determination that the shelter is unfit for human habitation due to safety concerns, bad sanitary conditions or health related concerns, or disorderly or disorganized activities that adversely impact the safety, health, and welfare of the neighborhood adjacent to the shelter site.~~

2. An application for a cold-weather shelter shall include the following:

- a. The dates of the start and termination of the shelter;
- b. The maximum number of residents proposed;
- c. The address of the proposed shelter site;
- d. The name(s) of the sponsoring organization(s);
- e. A proposed plan regarding self-management;
- f. A site plan, which shall:

(1) Show components of the shelter, including but not limited to: dwelling, eating, living, potable water, sanitary, solid waste, and administrative facilities and areas; entry and exit points; pathways; parking areas; and access routes for emergency services; and

(2) Demonstrate compliance with all safety and health requirements of this section, as applicable;

g. A transportation plan, which shall detail the plan for the pick-up and delivery of residents, if any, and include the walking routes from nearby transit stops to the shelter, and provisions for public transit tickets for residents, if any; and

h. A code of conduct, which shall at a minimum:

(1) Require residents to agree to the code prior to being permitted to dwell on site; and

(2) Prohibit drugs, alcohol, and weapons; prohibit violent behavior and loitering in the area surrounding the shelter site; and establish and require observance to quiet hours.

3. A cold-weather shelter must meet or the sponsoring organization must implement all of the following health and safety standards:

a. Have a maximum of 40 residents, which the **city manager** may reduce due to property and shelter conditions or considerations.

~~b. Limit operating hours to between 7:00 p.m. and 7:00 a.m.~~

~~c. b.~~ Restrict smoking to a designated smoking area, which must be located outside of the building and a minimum of 25 feet from adjacent properties.

~~d. Prohibit reentry to residents after 10:00 p.m., including a return from the outside designated smoking area.~~

~~e. c.~~ Limit duration of operation to 31 consecutive days or less between October 1st and April 30th.

~~f. d.~~ Use existing permanent **structures** and not construct new permanent **structures**.

~~g. e.~~ For up to 30 residents, have a minimum of two staff members who have been trained in de-escalation tactics present in the shelter during all operating hours. For more than 30 residents, have a minimum of three staff members who have been trained in de-escalation tactics present in the shelter during all operating hours.

~~h. f.~~ At all times, have a point of contact who can be reached by phone.

~~i.~~ g. Prohibit children under the age of 18 from the shelter.

~~j.~~ h. Before admitting a potential resident, contact the King County sheriff's communications center, or other agency or office approved by the City, to determine whether the potential resident is registered as a sex offender or has an active felony warrant. If the potential resident is a registered sex offender or has an active warrant for a felony, prohibit admission to the shelter.

~~k.~~ i. Provide adequate sanitary facilities and satisfy all applicable public health requirements.

~~l.~~ j. Allow inspections by City and King County health, fire, and police departments at any reasonable time and without notice.

~~m.~~ k. Observe quiet hours in accordance with KMC [8.05.025](#).

4. The sponsoring organization applicant shall accomplish the following:

a. A minimum of 30 days before submittal of the application, mail a notice by first class mail to owners, residents, and tenants of all property within 1,000 feet of the shelter site. The notice at a minimum shall inform these persons of the proposed duration and operation of the shelter, the applicable standards and requirements of this section, the provisions of the proposed code of conduct, and mechanisms for obtaining information regarding shelters in general and the proposed shelter in particular. At least two business days before mailing the notice, the sponsoring organization shall submit a copy of the draft notice to the city manager.

b. Hold an informational meeting before the city manager's decision on the application. A minimum of 14 calendar days before the city manager's decision on the application, the sponsoring organization shall mail notice by first class mail to owners, residents, and tenants of all property within 1,000 feet of the subject property, advising them of the date, time and location of a public informational meeting regarding the application. At least two business days before mailing the notice, the sponsoring organization shall submit a copy of the draft notice to the city manager. At the meeting, the sponsoring organization shall inform the attendees of the proposed duration and operation of the shelter, conditions that will likely be placed on the operation of the shelter, and provisions of the code of conduct, and shall answer questions regarding the proposed shelter.

4. The sponsoring organization/*applicant* shall:

a. Submit a complete temporary use permit application to the City no fewer than 90 calendar days before the proposed opening date of the shelter.

b. Host an informational public meeting to present details about the proposed temporary use and respond to community questions.

c. Prepare a public notice, which will be mailed by the *City* to property owners, residents, and tenants within a 1,000-foot radius of the shelter site. At a minimum, the notice shall include:

(1) The time, place, and purpose of the meeting;

(2) The proposed duration and operational details of the shelter;

(3) The name of the sponsoring organization and their website, if available, for those seeking additional information;

(5) The provisions of the proposed code of conduct—or, if extensive, a summary along with details on where the full code can be accessed (e.g., a website link); and

(6) Any other relevant operational information.

d. Provide the draft notice to the *City* at least two weeks prior to the scheduled public meeting. This timeframe ensures adequate opportunity for *City* staff to review the notice, offer feedback if needed, and prepare it for mailing. A minimum of four calendar days prior to the meeting, the *City* will mail the notice to property owners, residents, and tenants within a 1,000-foot radius of the shelter site. The *City* will also post the notice on its website.

e. Predominantly display the notice at the meeting site.

5. A minimum of 14 calendar days before the *city manager*'s decision on the application, the *City* shall update the *City*'s website with the date of the application, shelter location, and proposed duration and operation of the shelter.

6. The *city manager* is authorized to terminate a permit upon a determination that the shelter is unfit for human habitation due to safety concerns, bad sanitary conditions or health related concerns, or activities that adversely impact the safety, health, and welfare of the occupants and/or neighbors adjacent to the shelter site. To terminate a permit, the *city manager* will provide notice of termination to the sponsoring organization/*applicant* and the property owner of the host site by certified mail. A minimum of 21 days after the *city manager* mails notice, the shelter use shall be discontinued. If the shelter use continues after 21 days following notice of termination, it is a violation subject to the enforcement, penalty, and abatement provisions of Chapter 1.20 KMC.

D. The following conditions shall apply to all cold-weather shelters:

1. Only one cold-weather shelter shall operate in the *City* per calendar year.

a. The *City* will accept notices of intent to file an application for a shelter during the month of June.

b. The notice of intent must be for operation of a shelter in the subsequent cold-weather period (October to April only).

c. If more than one letter of intent is filed during the month of June, the city council must rank all potential applicants during the third or fourth week of July, after determining a ranking procedure and considering a report from the city manager.

d. The potential applicant with the highest ranking must file a complete application and pay all applicable fees on or before August 31st.

e. If the potential applicant with the highest ranking fails to file a complete application and pay all applicable fees by the deadline or withdraws a complete application, or the City denies the application, the City shall accept and process applications from other potential applicants, in the order of ranking by the city council.

2. There can be one cold-weather shelter under this section and one temporary homeless shelter under KMC [18.100.200](#) in the same calendar year.

1. Simultaneous and adjacent cold-weather shelters are permitted, provided that no two temporary shelters may be closer than 1,000 feet.

3. 2. Shelters are prohibited in *critical areas* and their *buffers*.

4. The City shall not accept, process or approve any application for operation of a cold-weather shelter during the year of 2018.

ORD 25-0626

Temporary Homeless Shelters & Cold-weather Low-Barrier Shelters

Development Services Department

Planner Reilly Rosbotham

July 28, 2025





Current Code

- ◆ **KMC 18.100.200** – Indoor and outdoor temporary homeless shelters
 - ◆ The purpose is to allow sponsoring organizations to provide indoor and outdoor temporary shelters for people experiencing homelessness.
- ◆ Current code contains the following restrictions, among others:
 - ◆ Temporary Use Permit Application required;
 - ◆ Maximum duration of 125 days (~4 months);
 - ◆ Only one (1) temporary shelter per calendar year;
 - ◆ Sponsoring organization must file a report at approximately the 60-day mark;
 - ◆ Application must be filed in October in order for a shelter to operate the following year;
 - ◆ Community meeting notice must be mailed before submitting an application to the City.



Current Code

- ◆ **KMC 18.100.210** – Cold-weather low-barrier shelters
 - ◆ The purpose is to allow sponsoring organizations to provide emergency indoor shelter with a low barrier of entry for people needing shelter during cold weather events.
- ◆ Current code contains the following restrictions, among others:
 - ◆ Temporary Use Permit Application required;
 - ◆ Only one (1) cold-weather shelter per calendar year;
 - ◆ Operating hours limited from 7:00 pm – 7:00 am;
 - ◆ Residents are not allowed to leave and re-enter the shelter.



State Requirements

- ◇ **RCW 35A.21.360** – Hosting the homeless by religious organizations
 - ◇ The purpose of this code is to ensure that code cities do not take any action that **“imposes conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter.”**
- ◇ **Some specific requirements include:**
 - ◇ The city cannot specifically limit a religious organization’s availability to host an outdoor encampment to fewer than six months during any calendar year;
 - ◇ The city cannot limit the number of simultaneous religious organization outdoor encampment hostings within the same municipality during any given period of time;



What would stay the same?

◆ Temporary Homeless Shelters

- ◆ Temporary Use Permit is required, which is reviewed by Development Services, Public Works, Fire, and Police Departments;
- ◆ A community meeting hosted by the sponsoring organization is required, along with associated public notice;
- ◆ A Site Plan, Self-Management Plan, and Transportation Plan are required;
- ◆ A Code of Conduct is required;
- ◆ Maximum of 50 residents;
- ◆ A report is required at approximately the 60-day mark;
- ◆ Observe quiet hours per KMC requirements;
- ◆ ...among other requirements to ensure public health and safety.



What would stay the same?

◆ Cold-weather Low-barrier Shelters

- ◆ Temporary Use Permit is required, which is reviewed by Development Services, Public Works, Fire, and Police Departments;
- ◆ A community meeting hosted by the sponsoring organization is required, along with associated public notice;
- ◆ A Site Plan, Self-Management Plan, and Transportation Plan are required;
- ◆ A Code of Conduct is required;
- ◆ Maximum of 40 residents;
- ◆ Limit duration to 31 days between October and April;
- ◆ Observe quiet hours per KMC requirements;
- ◆ 2-3 staff members trained in de-escalation, depending on the number of residents;
- ◆ ...among other requirements to ensure public health and safety.



What would change?

◆ Temporary Homeless Shelters

- ◆ Increase the maximum duration from 125 days (~4 months) to 6 months;
- ◆ Simplify the application and public notice process, while retaining the same duration and types of public notice;
 - ◆ Sponsoring organization must submit application a minimum of 90 days before proposed opening date;
- ◆ Allow City staff to present a status report to City Council (currently the sponsoring organization must make the report);
- ◆ Allow more than one temporary shelter per calendar year, but:
 - ◆ Require 3 months of separation between shelters on a particular site;
 - ◆ Require 1,000 feet of distance between simultaneous shelters.



What would change?

◆ Cold-weather Low-barrier Shelters

- ◆ Simplify the application and public notice process, while retaining the same duration and types of public notice;
 - ◆ Sponsoring organization must submit application a minimum of 90 days before proposed opening date;
- ◆ Allow more than one cold-weather shelter per calendar year, but:
 - ◆ Require 1,000 feet of distance between simultaneous shelters;
- ◆ Allow emergency cold-weather shelters to operate during the day as well as the night;
- ◆ Allow residents of cold-weather shelters to leave and re-enter the shelter.



Questions?



Subject/Topic:	Proposed Council Action/Motion:
Presentation of Report on the Findings and Recommendations for Emergency Management Department: Community Development Prepared by: Debbie Bent Assistant City Manager/Community Development Director and Jennifer Gordon, Public Works Operations Manager Attachments: 1. "Draft" Report on the Findings and Options for Emergency Management 2. PowerPoint Presentation 3. Contract 24-C3084 an interlocal agreement for emergency management with the Northshore Emergency Management Coalition (NEMCo)	☐ Information Only ☐ Receive and File ☒ Discuss ☒ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☐ Authorize ☐ Other: Discuss the report. Motion to finalize and accept the report and authorize staff to move forward with implementation of recommendations presented in the report

Approvals:

Department Head DB 07/14/25 City Attorney N/A Finance Director MM 7/15/25 City Manager SLL 7/14/25 Optional _____

Summary/Background:

Summary: At the 7/21/25 City Council meeting, Jody Ferguson (consultant) will summarize the findings and recommendations for providing emergency management (See draft report Attachment #1).

Next Steps: City Council direction on finalizing the report and authorizing staff to move forward with implementation of report recommendations for providing emergency management. The 2025-2026 Biennial budget did not include any funding allocation for 2026 pending outcome of the report, so a budget amendment will be brought forward for City Council consideration at a future meeting.

Report Summary: The report includes a comprehensive assessment and comparison of emergency management services, resources and governance structures. The recommendation is that the City of Kenmore exit the Northshore Emergency Management Coalition (NEMCo) and take control of emergency planning, response and recovery actions and capabilities.

The recommendation is to establish a new Emergency Management staff position (full or part-time) reporting to the Public Works Operations Director. The report also notes the potential need for some

budget allocation for additional expertise/consultant support. The report also recognizes the importance of partnerships and encourages potential new agreements with Northshore Cities and fire districts to focus on how information and resources can be shared. The report also provides recommendations for a three-year implementation framework.

Background Northshore Emergency Management Coalition (NEMCo)

Since the formation of NEMCo in 2016, there have been several changes impacting the NEMCo organization. In 2022 the Shoreline Fire Department entered into an agreement to staff, manage and operate King County Fire District #16. At the end of 2023 the Northshore Utility District left NEMCo. The City of Kenmore no longer contracts with the City of Lake Forest Park for maintenance services. The City of Kenmore as an organization has also grown significantly since 2016, employing more than 60 employees.

On 12/10/16 the City Council authorized approval of Contract No. 16-C162 to establish a joint emergency management organization, the Northshore Emergency Management Coalition (NEMCo), with the City of Lake Forest Park, Northshore Fire District and the Northshore Utility District. On 12/10/18 the City Council authorized Amendment #1 to Contract 16-C1622. Amendment #1 revised Section 16 to allow the NEMCo Committee to either credit back or retain any surplus funds. On 10/28/24 the City Council authorized approval of Contract 24-C3084 with NEMCo to be in effect for 2025 and then terminates.

Previous Council Action(s):

Council authorized execution of Contract 24-C3084 (Attachment #3) an interlocal agreement for emergency management with the Northshore Emergency Management Coalition (NEMCo) which includes the City of Kenmore, City of Lake Forest Park and King County Fire District 16. The agreement is in effect for 2025 and then terminates.

Fiscal Consideration:

A budget amendment for the 2025-2026 Biennial budget is needed to address increased budget expenditures of \$37,861 for 2025 and proposed budget expenditures for 2026. The report notes that an annual allocation of \$96,000 should be sufficient to cover staffing/consultant options for emergency management.

2025 Expenditures: \$133,861

- Northshore Emergency Management Coalition (NEMCo) 2025 dues \$83,861
- Consultant Contract 24-C3091 with Ferguson Consulting for evaluation of emergency management options \$50,000

Budget 2025-2026: \$96,000

- 2025: \$96,000
- 2026: \$0 2026 (budget amendment needed pending direction on options for emergency management)

City Council Priorities or Budget Objective Being Addressed

Emergency Management is a core city function.

From Reliance to Readiness

Why Kenmore Needs Its Own Emergency Management Program



*Prepared for the City Council and City Manager
of Kenmore, Washington
July 2025*

FERGUSON CONSULTING

Emergency Management * Crisis Communications

Executive Summary

When disaster strikes, residents and businesses rely on their local government to serve as the first line of defense against catastrophic damage to life and livelihood. The City of Kenmore maintains a citywide Comprehensive Emergency Management Plan, as well as numerous supplemental plans that identify hazards and mitigation strategies. However, some of the most pressing concerns facing the city have remained unaddressed – specifically consistent training, a formalized exercise and corrective action program and support for Continuity of Operations Plans. If departments do not have robust continuity plans and are not trained to respond, it will likely impact the City's readiness for future emergencies

The goal of this report was to assess the Program as it exists against existing standards, not judge individual performance. If a gap is identified, it does not mean the Program is not doing a good job. Recommendations are based on my 35 years of experience as an emergency manager and director for the two largest programs in the State and on my 20 years of experience evaluating emergency management programs throughout the United States and abroad. While interviews were conducted with stakeholders, this report is not based on "opinion", but it based on standards, local and state requirements and regulations.

This report recommends that the City of Kenmore withdraw from the Northshore Emergency Management Coalition (NEMCo) as it's day-to-day emergency management program and establish an independent, city-managed emergency management program. While the coalition model once offered shared foundational resources and regional coordination, it no longer adequately addresses the city's evolving risk profile, operational needs, or strategic goals. It is extremely difficult to provide fair access and representation among multiple entities. Exiting the coalition will enable the city to take full control of its emergency planning, response, and recovery capabilities. This shift will lead to more responsive and accountable governance, streamlined decision-making, improved communication with residents, and better alignment of emergency operations with local priorities. With a tailored staffing model, direct access to grant funding, and the flexibility to modernize

emergency systems, Kenmore will be better positioned to protect public safety and community resilience in the face of current and future threats.

Based on the gap analysis and future trends for the discipline of emergency management, I recommend that the City of Kenmore hire its own emergency manager (full or part time) to report to the director of Public Works. Emergency Management tends to be most successful when partnered with an operational department and with the focus on streets, traffic, surface water, parks and facilities – this makes the most sense.

It is important to note the partnership created by the establishment of the Northshore Emergency Management Coalition has value and I encourage the Northshore Cities and fire districts to revisit their agreement to focus on how information and resources can be shared to everyone's benefit.

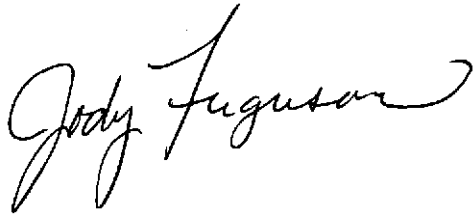
Key Benefits of Exiting NEMCo:

1. **Enhanced Local Control and Accountability:** By managing emergency operations internally, Kenmore can tailor strategies to its unique hazards and demographics, ensuring more effective and timely responses.
2. **Streamlined Decision-Making:** Independent management allows for quicker implementation of emergency plans and policies, reducing delays associated with multi-jurisdictional coordination.
3. **Optimized Resource Allocation:** Direct control over budgeting and resource distribution ensures that funds are allocated based on the city's specific needs, without compromise.
4. **Improved Community Engagement:** A dedicated city program can foster stronger relationships with residents, providing clearer communication and more targeted preparedness initiatives.
5. **Access to Targeted Grants and Funding:** Managing emergency management independently may open avenues for grants and funding that are specifically available to municipal programs.

Updating and/or enhancing emergency management programs is essential for several key reasons, especially as risks, technologies and communities evolve. First, it allows programs to adapt to new hazards like cyberattacks, pandemics and climate-related disasters. It also allows the acknowledgement of changing risk landscapes like urbanization and aging infrastructure that may introduce vulnerabilities not addressed in older plans and procedures. Second, it allows

programs to leverage new technologies – advancements in GIS mapping, mass notification systems and AI-enhanced analytics. Third, enhanced programs that include public education, risk communication and outreach efforts help build public trust and personal preparedness. Finally, enhancements help ensure staff readiness and improve interagency coordination. Regular training on updated plans and procedures is critical for maintaining operational readiness and alignment with team capabilities.

Prepared by,

A handwritten signature in black ink that reads "Jody Ferguson". The signature is fluid and cursive, with the first name "Jody" and last name "Ferguson" clearly legible.

Jody Ferguson, Principal/Owner
Ferguson Consulting

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INTRODUCTION

Scope of Work

The following is the established scope of work for Request for Proposal (RFP) titled RFP No. 24-C3091, Emergency Management and Planning Services Consultant, agreed to by the City of Kenmore and Ferguson Consulting:

- Schedule based on completion of work in March, April, June and July with final report due 7/31/25.
- Meeting with stakeholders including the City Manager and other city staff, NEMCo, King County Office of Emergency Management staff and other agencies and potential partners.
- Evaluation of options including but not limited to:
 1. Evaluating extending the terms of an Interlocal Agreement with the Northshore Emergency Management Coalition (NEMCo), which expires at the end of 2025;
 2. Interlocal agreement(s) with other jurisdictions or agencies/organizations;
 3. Contracting for professional services;
 4. Bringing services “in-house” provided by City staff;
 5. Other options or combination of any of the options evaluated.A final report that includes a comprehensive assessment and comparison of services, resources (budget/staffing), and governance structure. The final report will also provide recommendations for the most efficient and effective option(s) and an implementation strategy outlining steps needed to provide Emergency Planning and Management services to be in operation by January 1, 2026.

Purpose

The City of Kenmore may utilize this report as a gap analysis and as the foundation for strategic investment in its Emergency Management Program. This assessment was conducted using the *ANSI/EMAP 5-2022 Emergency Management Standard* (2022 Edition). The Standard is intended to be used as an improvement tool to assist programs in identifying focus areas for planning and purposes. One of the most compelling reasons to apply industry standards is to demonstrate credibility. This is especially important in emergency management because candidly, you don't need their services – until you need their services! Standards are far more than a benchmark, they are a strategic tool to strengthen trust with the community and stakeholders, secure resources and enhance the Program's reputation both internally and externally.

Emergency management is critically important for a city because it protects lives, property, and continuity of operations during disasters or emergencies. Here's a breakdown of why it matters:

- **Protects Public Safety and Saves Lives.** A well-prepared city can respond faster and more effectively to emergencies like fires, floods, earthquakes, or mass shootings. Coordinated emergency plans reduce chaos, confusion, and delays—often making the difference between life and death.
- **Minimizes Damage and Economic Loss.** Proactive mitigation (like retrofitting buildings or flood control) can prevent millions in damages. Quick recovery planning helps local businesses reopen sooner, protecting jobs and tax revenue.
- **Builds Community Resilience.** Emergency management fosters community preparedness, which means residents are better informed, connected, and capable of self-help. Resilient cities recover faster and sustain less long-term disruption.
- **Ensures Continuity of Government Services.** Cities need plans to maintain services like water, sanitation, emergency response, and governance, even during a crisis. Continuity planning helps protect public trust and maintain civic order.
- **Strengthens Interagency Coordination.** Disasters cross jurisdictional and departmental boundaries—emergency management ensures all partners (fire, police, public works, health) work from the same playbook. This improves efficiency and prevents duplication or gaps in response.
- **Secures Access to Federal and State Resources.** Cities with formal emergency management programs are often required to qualify for disaster relief funding (e.g., FEMA reimbursement). Without proper planning and documentation, a city may miss out on critical recovery support.
- **Supports Equity and Inclusion.** Vulnerable populations (e.g., elderly, disabled, non-English speakers) often suffer most during emergencies. Emergency management plans that identify and address these needs help ensure no one is left behind.

METHODOLOGY

Methodology

This proposal is informed by a structured, multi-method research approach designed to ensure relevance, rigor, and applicability to communities with populations of approximately 25,000. The methodology integrates four core components:

- **Open-Source Research**
A targeted review of publicly available information was conducted to examine emergency management practices in similarly sized municipalities across the United States. This included municipal emergency operations plans, strategic roadmaps, audit reports, after-action reviews, consultant studies, and academic resources. The goal was to identify proven frameworks, common gaps, and emerging trends applicable to small and mid-sized jurisdictions.
- **Industry Standards and Guidance**
All recommendations are benchmarked against nationally recognized standards and frameworks, including FEMA's Comprehensive Preparedness Guide 101, NFPA 1600, the Emergency Management Accreditation Program (EMAP) standards, and the NIMS Implementation Objectives. These documents provide foundational guidance for structuring programs, plans, and organizational roles in a scalable manner.
- **State and Local Legal Review**
Relevant state statutes, administrative codes, and local ordinances were reviewed to ensure legal alignment. This included analysis of statutory authority for emergency management programs, continuity planning requirements, intergovernmental coordination responsibilities, and hazard mitigation mandates.
- **Stakeholder Engagement**
Input from key stakeholders—such as elected officials, emergency management personnel, law enforcement, fire services, public works, and community partners—was gathered through interviews and informal consultations. These conversations offered contextual understanding of current conditions, capabilities, challenges, and organizational priorities, ensuring the final recommendations are grounded in local realities.

This approach ensures the resulting recommendations are evidence-informed, legally grounded, operationally realistic, and tailored to the specific needs of communities of comparable size and complexity.

Limitations

While this proposal is grounded in a structured and comprehensive research methodology, several limitations should be noted:

- **Open-Source Data Constraints**

The use of publicly available information introduces variability in data quality and completeness. Not all municipalities publish full emergency management plans, evaluations, or implementation updates, which may result in partial or outdated comparisons.

- **Contextual Variability Among Peer Communities**

Although the research focused on communities with populations of approximately 25,000, differences in geography, governance models, hazard profiles, and political priorities may affect the relevance or transferability of observed practices to the target jurisdiction.

- **Stakeholder Engagement Scope**

Stakeholder input was intentionally selective and focused on key personnel and partners. While this provided valuable insight, it may not represent the full spectrum of internal and external perspectives, particularly from underserved or vulnerable populations.

- **Legal and Regulatory Differences**

The legal review component focused on high-level statutory and administrative requirements. It is not a substitute for a comprehensive legal review by local counsel, especially in areas with evolving or complex interjurisdictional agreements.

- **Time-Bound Analysis**

The research reflects information and conditions as they existed at the time of review. As new hazards emerge and emergency management practices evolve, periodic reassessment of recommendations is encouraged to ensure ongoing relevance and effectiveness.

The EMAP Standard Background

The purpose of the *Emergency Management Standard* is to provide emergency management programs with industry-recognized and approved criteria to assess their programs or to develop, implement, and maintain a program to mitigate, prepare for, respond to, and recover from disasters and emergencies. The *Emergency Management Standard* establishes the criteria for an emergency management program and intends that the standard be fair and equitable for all who choose to adopt it.

The Emergency Management Accreditation Program (EMAP), as an independent non-profit organization, fosters excellence and accountability in Emergency Management and Homeland Security Programs by establishing credible standards applied in a peer-reviewed Assessment and Accreditation Process. With ongoing concerns about terrorism, pandemics, and catastrophic natural disasters, the nation's leaders and citizens acknowledge the need to strengthen emergency preparedness measures and response capabilities efficiently and effectively. The Emergency Management Standard by EMAP and the voluntary Assessment and Accreditation Process are intended to promote consistent quality in Emergency Management Programs, thus providing tangible benefits to the community and public infrastructure these Programs serve. Many Programs utilize the Standards and the Assessment and Accreditation Process for strategic planning, improvement efforts, and resource allocations.

When work on EMAP began in 1997, no one could have foreseen the full importance of establishing sound Emergency Management and Homeland Security Standards for use around the globe. The Accreditation Feasibility Study completed in 1998 marks the collaboration of major contributing organizations supporting the need for an Accreditation Program to professionalize emergency management. The EMAP Commission was seated in 2002 and has been accrediting Programs since 2003. In 2007, the first edition of the Emergency Management Standard by EMAP was published. A significant milestone in the organization's history came in 2008 with its recognition as a Standards Developing Organization by the American National Standard Institute (ANSI). This paved the way to formalize a relevant emergency management standard utilizing a voluntary consensus process. In 2010, the Emergency Management Standard became an American National Standard. As EMAP has matured, it has Accredited a mix of various size Programs and continues to test the Standards and the Assessment and Accreditation Process in all entities where Emergency Management Programs serve their populace.

The Emergency Management Standard is a scalable, yet rigorous, industry-standard for Emergency Management Programs. The Standard is flexible in design so that programs of varying sizes, with different populations, risks, and resources, can use it as a blueprint for improvement and attain compliance with the Standard. The Standard was collaboratively developed through a series of working groups of emergency management stakeholders from government, business, and other sectors and continues to evolve to represent the best in emergency management. The Standard outlines the minimum that all programs must have – whether it is an office of one part-time employee or hundreds of employees.

Washington State Law

RCW 38.52.070 Local organizations and joint local organizations authorized—Establishment, operation—Emergency powers, procedures— Communication plans. (1) Each political subdivision of this state is hereby authorized and directed to establish a local organization or to be a member of a joint local organization for emergency management in accordance with the state comprehensive emergency management plan and program: PROVIDED, That a political subdivision proposing such establishment shall submit its plan and program for emergency management to the state director and secure his or her recommendations thereon, and verification of consistency with the state comprehensive emergency management plan, in order that the plan of the local organization for emergency management may be coordinated with the plan and program of the state.

Local comprehensive emergency management plans must specify the use of the incident command system for multiagency/multijurisdictional operations. No political subdivision may be required to include in its plan provisions for the emergency evacuation or relocation of residents in anticipation of nuclear attack. If the director's recommendations are averse to the plan as submitted, and, if the local organization does not agree to the director's recommendations for modification to the proposal, the matter shall be referred to the council for final action. The director may authorize two or more political subdivisions to join in the establishment and operation of a joint local organization for emergency management as circumstances may warrant, in which case each political subdivision shall contribute to the cost of emergency management upon such fair and equitable basis as may be determined upon by the executive heads of the constituent subdivisions. If in any case the executive heads cannot agree upon the proper division of cost the matter shall be referred to the council for arbitration and its decision shall be final. When two or more political subdivisions join in the establishment and operation of a joint local organization for emergency management, each shall pay its share of the cost into a special pooled fund to be administered by the treasurer of the most populous subdivision, which fund shall be known as the emergency management fund.

Each local organization or joint local organization for emergency management shall have a director who shall be appointed by the executive head of the political subdivision, and who shall have direct responsibility for the organization, administration, and operation of such local organization for emergency management, subject to the direction and control of such executive officer or officers. In the case of a joint local organization for emergency management, the

director shall be appointed by the joint action of the executive heads of the constituent political subdivisions.

Each local organization or joint local organization for emergency management shall perform emergency management functions within the territorial limits of the political subdivision within which it is organized, and, in addition, shall conduct such functions outside of such territorial limits as may be required pursuant to the provisions of this chapter. (2) In carrying out the provisions of this chapter each political subdivision, in which any disaster as described in RCW 38.52.020 occurs, shall have the power to enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to the victims of such disaster. Each political subdivision is authorized to exercise the powers vested under this section in the light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements), including, but not limited to, budget law limitations, requirements of competitive bidding and publication of notices, provisions pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes, and the appropriation and expenditures of public funds. (3)(a)(i) Each local organization or joint local organization for emergency management that produces a local comprehensive emergency management plan must include a communication plan for notifying significant population segments of life safety information during an emergency. Local organizations and joint local organizations are encouraged to consult with affected community organizations in the development of the communication plans.

Communication plans must include an expeditious notification of citizens who can reasonably be determined to be at risk during a hazardous material spill or release pursuant to RCW 70.136.080. (ii) In developing communication plans, local organizations and joint organizations should consider, as part of their determination of the extent of the obligation to provide emergency notification to significant population segments, the following factors: The number or proportion of the limited English proficiency persons eligible to be served or likely to be encountered; the frequency with which limited English proficiency individuals come in contact with the emergency notification; the nature and importance of the emergency notification, service, or program to people's lives; and the resources available to the political subdivision to provide emergency notifications. (iii) "Significant population segment" means, for the purposes of this subsection (3), each limited English proficiency language group that constitutes five percent or one

thousand residents, whichever is less, of the population of persons eligible to be served or likely to be affected within a city, town, or county. The office of financial management forecasting division's limited English proficiency population estimates are the demographic data set for determining eligible limited English proficiency language groups. (b) Local organizations and joint local organizations must submit the plans produced under (a) of this subsection to the Washington military department emergency management division and must implement those plans. An initial communication plan must be submitted with the local organization or joint local organization's next local emergency management plan update following July 23, 2017, and subsequent plans must be reviewed in accordance with the director's schedule. (4) When conducting emergency or disaster after-action reviews, local organizations and joint local organizations must evaluate the effectiveness of communication of life safety information and must inform the emergency management division of the Washington military department of technological challenges which limited communications efforts, along with identifying recommendations and resources needed to address those challenges.

The State of Washington has also established requirements for local political subdivisions. **WAC 118-30-040, Responsibilities of political subdivisions.** (1) Each political subdivision must establish an emergency management organization by ordinance or resolution passed by the legislative body of the political subdivision. Two or more political subdivisions may join in the establishment of an emergency management organization. (2) Each political subdivision shall develop, promulgate and submit a comprehensive emergency management plan. (3) Each political subdivision shall submit an emergency management program paper annually to the director not less than sixty days prior to the beginning of the calendar year. (4) Political subdivisions that have joined together to form a joint emergency management organization may submit a single plan and program paper.

More specifically, **WAC 118-30-060 notes that the CEMP must include the following:**

1. Each political subdivision shall maintain a current plan of operations which shall be based on a hazard analysis and as a minimum, include a basic document with the following elements:
 - (i) Mission or purpose - Each plan shall contain a section which provides an explanation of why the plan is established, the citation of authorizing or enabling federal, state, and local statute, and an explanation of the situations and assumptions from which the plan is based.

- (ii) Organization and responsibilities - The plan shall contain a section which defines the emergency responsibilities for each agency involved in the plan and provide a brief explanation of the chain of command and organizational relationship among such agencies.
 - (iii) Concept of operations - Each plan shall contain a section which provides a general explanation of how the plan is to be implemented and how the general functions are to be performed.
 - (iv) Administration and logistics - Each plan shall contain a section which outlines the measures for the administration and the utilization of resources in response and recovery actions, and which defines how such actions will be financed.
 - (v) Direction and control - Each plan shall contain a section which describes the location of emergency operating centers, and the mechanisms for maintaining continuity of civil government within the political subdivision.
2. The plan shall also include a functional description of how each of the following operational components will be addressed. It is recommended these components be in annex form in the order listed herein:
- (i) Direction, control and coordination
 - (ii) Continuity of government
 - (iii) Emergency resource management
 - (iv) Warning
 - (v) Emergency public information
 - (vi) Response and recovery operation reports
 - (vii) Movement (evacuation)
 - (viii) Shelter
 - (ix) Human resources (manpower)
 - (x) Mass care and individual assistance
 - (xi) Medical, health and mortuary
 - (xii) Communication
 - (xiii) Food
 - (xiv) Transportation
 - (xv) Radiological and technological protection
 - (xvi) Law enforcement
 - (xvii) Fire protection
 - (xviii) Emergency engineering services
 - (xix) Search and rescue
 - (xx) Military support
 - (xxi) Religious and volunteer agency affairs

- (xxii) Emergency administrative procedures
 - (xxiii) Emergency fiscal procedures and records
 - (xxiv) Training and education
 - (xxv) Energy and utilities
 - (xxvi) Special subjects (political subdivisions may develop special contingency procedures for specific hazards or events).
3. It is recommended the annexes be written using the following format:
- (i) Purpose
 - (ii) Operational concepts
 - (iii) Responsibilities
4. Local agencies
5. (ii) Volunteer or private agencies or organizations
- (i) Agency functions by time phase
 - (ii) Mitigation and preparedness
 - (iii) Response
 - (iv) Recovery
 - (v) Appendices
6. Organization chart
7. (ii) Standard operation procedures as necessary
8. (iii) Attachments.
9. The plan may vary from the annex format, such as using chapters or sections, provided that each of the operational components listed in subsection (2) of this section is addressed. In such case, the plan must include a cross-reference index which specifies exactly where the operational components are located in the plan.
10. The plan shall address or include the following items:
- (i) Local ordinances or resolutions establishing the emergency management organization, mutual aid agreements, memoranda of understanding, and other documents important to the adoption or implementation of the plan shall be referenced in the plan or included in the plan's appendices.
 - (ii) The month and year of the most recent revision shall be identified on each page of the plan and its associated procedures and checklists.
 - (iii) Each page shall be numbered.
11. The plan shall be promulgated by letter signed by the current executive head.
12. The plan shall be reviewed and updated at least once every two calendar years.

13. No less than once each calendar year, the operational capabilities shall be tested by an emergency operations exercise or by an actual local emergency declaration.
14. Revised or updated portions of the plan shall be submitted to the director within ninety calendar days of revision.

Kenmore Municipal Code, Chapter 8.30, Emergency Operations Plan

8.30.010 Purpose.

The declared purposes of this chapter are to provide for the preparation and carrying out of plans for mitigation, preparedness, response and recovery for persons and property within Kenmore in the event of an emergency or disaster, and to provide for the coordination of emergency functions and services of Kenmore with the emergency services coordinating agency and other affected public agencies and private persons, corporations and organizations. Any expenditures made in connection with such emergency management activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of Kenmore.

8.30.020 Emergency management policy.

It is the policy of Kenmore to make effective preparation and use of manpower, resources, and facilities for dealing with any emergency or disaster that may occur. Disasters and emergencies, by their very nature, may disrupt or destroy existing systems and the capability of the City of Kenmore to respond to protect life, public health and public property. Therefore, citizens are advised to be prepared to be on their own for up to 72 hours should an emergency or disaster occur.

8.30.040 Emergency operations plan.

The emergency operations plan, prepared by the emergency coordinator and promulgated by the manager is official emergency operations plan of the City of Kenmore. The emergency coordinator shall file a copy of said plan in the office of the city clerk, and distribute copies of said plan to appropriate City departments.
[Ord. 01-0106 § 7.]

8.30.050 Emergency management organization.

The emergency management organization of the City of Kenmore is hereby created, and shall consist of:

A. The city manager who shall be the administrative head and have direct responsibility for the organization, administration and operation of the emergency management program for the City of Kenmore and direct responsibility for the emergency operations of departments in Kenmore.

B. The emergency coordinator, who shall be appointed by the city manager and who shall develop and maintain the emergency operations plan and program in cooperation with the emergency services coordinating agency and the emergency management committee and shall have such other duties as may be assigned to him or her by the city manager.

C. An emergency management committee appointed by the city manager that shall provide staff support to the emergency coordinator in the development, implementation and maintenance of the emergency operations plan, and to staff the emergency operations center and perform any other necessary functions during an emergency or disaster. The committee shall consist of such key personnel as are designated by the department directors, personnel from the emergency services coordinating agency and such personnel from outside professional and volunteer organizations having key roles in emergency preparedness, planning and response activities as determined by the director of the emergency services coordination agency.

D. The City of Kenmore has, in conjunction with other cities, in consideration of mutual benefits to be derived, and as authorized under Chapter 39.34 RCW, formed the emergency services coordinating agency to provide combined emergency management services in accordance with Chapter 38.52 RCW.

E. Other as deemed appropriate by the City of Kenmore. [Ord. 01-0106 § 8.]

8.30.060 Disaster emergency powers of the manager.

In the event of a proclamation of a disaster as herein provided, or upon the proclamation of a state of extreme emergency by the Governor of the State, the city manager is hereby empowered:

- A. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the Kenmore council;
- B. To proclaim a local emergency when, in the opinion of the city manager, the resources of the City area or region are inadequate to cope with the disaster;
- C. To request the city manager to proclaim a local emergency when, in the opinion of the city manager, the resources of the area or region are inadequate to cope with the disaster;
- D. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people and to bind the City of Kenmore for the fair value thereof and, if required immediately, to commandeer the same for public use;
- E. To control and direct the efforts of the emergency management organization of the City of Kenmore for the accomplishment of the purposes of this chapter;
- F. To require emergency services of any Kenmore officer or employee and, in the event of the proclamation of a state of extreme emergency by the Governor in the region in which Kenmore is located, to command the aid of as many citizens of Kenmore as may be deemed necessary in the execution of the city manager's duties, and such persons to be entitled to all privileges, benefits and immunities as are provided by State law for registered emergency workers;
- G. To requisition necessary personnel or material of any City department or agency;
- H. To execute all of the special powers conferred upon the city manager by this chapter, by any other statute, agreement or lawful authority, as necessary;
- I. Other as deemed appropriate by the City of Kenmore. [Ord. 01-0106 § 9.]

8.30.070 Disaster and emergency powers of the emergency coordinator.

The emergency coordinator is hereby empowered:

- A. To request the manager to proclaim the existence or threatened existence of the disaster and the termination thereof, if the city council is in session or to issue such proclamation, if the city council is not in session, subject to confirmation by the city council at the earliest practicable time;
- B. To direct coordination and cooperation between divisions, services and staff of the departments and services of Kenmore in carrying out the provisions of the emergency management plan, and to resolve questions of authority and responsibility that may arise between them;
- C. To represent the adoption by the city council emergency management policies and mutual aid agreements;
- D. To act on behalf of the city manager if he or she is unable to carry out his or her duties, in carrying out purposes of this chapter or the provisions of the emergency management plan;
- E. To represent the emergency management organization of the City of Kenmore in dealing with issues pertaining to emergency management;
- F. To prepare and maintain the emergency management plan of the City of Kenmore and manage the day-to-day responsibilities of the emergency management program activities of the City in coordination of the emergency services coordination agency;
- G. Other as deemed appropriate by the City of Kenmore.

GLOSSARY

Consequence. The analysis of the potential hazards that could cause injuries, fatalities, and damage to people, property, resources, systems, cultural, economic, environmental, and social activity.

Continuity of Government. The capability to ensure the survivability of the government, governing body, and organizational leadership.

Continuity of Operations. Capability to continue essential program functions and preserve essential processes and functions, positions, lines of succession, applications and records, communications, and facilities across a broad range of potential emergencies/disasters.

Coordination. The process of organizing people or things to make them work together effectively.

Disaster. A severe or prolonged emergency that threatens life, property, the environment, and critical systems.

Distribution. They are supplying personnel and/or resources to be used in an emergency/disaster.

Emergency. An incident or set of incidents, natural or human-caused that, requires responsive actions to protect life, property, the environment, and critical systems.

Emergency Management Program. A system that provides for management and coordination of prevention, mitigation, preparedness, response, and recovery activities for all hazards. The system encompasses all organizations, agencies, departments, and individuals who have responsibilities for these activities.

Essential Program Function(s). Activities that enable an agency, department, organization, or individual to carry out emergency response actions, provide vital services, protect the safety and well-being of the citizens of the Program's jurisdiction, and maintain the economic base of the Program.

Evaluation. The collection of, analysis, and interpretation of information about any aspect of a program, plan, and/or procedure in judging its effectiveness, efficiency, and any other outcomes it may have.

Gap Analysis. A comprehensive assessment of capability, measured against established resource management objectives, will be conducted to determine areas of improvement for response and recovery based on the hazards identified by the program.

Hazard. Something that has the potential to be the primary cause of an incident.

Human-caused. Incidents caused by human activity include but are not limited to those of a chemical, biological, radiological, nuclear, explosive, or technological (including cyber) nature, whether accidental or intentional.

Implementation. The process of putting a plan into effect and the execution of procedures.

Incident. An occurrence, natural or human-caused, that requires action by the Emergency Management Program.

Incident Management System. The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents.

Interoperability. The ability of Programs to talk to one another via communication systems-to exchange voice and/or data with one another on-demand, in real-time, when needed, and as authorized.

Jurisdiction. The federal, state, territorial, regional, tribal, county, parish, municipal, educational, private sector, or other entities that the Emergency Management Program serves.

Maintenance. The process of evaluating and revising programs, plans, and procedures for enhancement and to keep them current.

Method. A systematic technique of how the Program implements, evaluates, and revises programs, plans, and procedures in accordance with a current process and/or plan.

Mitigation. A sustained action to reduce or eliminate risk to people and property from hazards and their effects.

Mutual Aid Agreement. A written agreement between agencies and/or jurisdictions that provides assistance upon request by furnishing personnel, equipment, and/or expertise in a specified manner.

Potential Operating Environments. Environments that challenge a Program's ability to utilize its system(s) to communicate, notify, and warn its stakeholders, key decision-makers, and the public.

Preparedness. A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response.

Prevention. Actions to avoid an incident or to intervene to stop an incident from occurring or limit the impacts of the hazards.

Procedure(s). A prescribed way of undertaking a process or part of a process. The procedure identifies and describes specific steps to be taken in the process, who is responsible for each part of the process, and when each part of the process occurs.

Process. A continuous series of actions, related tasks, and/or methods that are followed routinely in order to achieve a specific result.

Recovery. The development, coordination, and execution of plans or strategies to restore impacted communities and government operations and services through individual, private sector, non-governmental, and public assistance.

Response. Efforts to minimize the short-term direct effects of an incident threatening life, property, the environment, and/or critical systems.

Revision. A change or a set of changes that amends and enhances programs, plans, and procedures.

Risk. The potential for an unwanted outcome resulting from an incident or occurrence, as determined by its likelihood and the associated consequences.

Schedule. A timeline of when the Program implements, evaluates, and revises programs, plans, and procedures in accordance with a current process and/or plan.

Stakeholder(s). At a minimum, public, private, and non-governmental agencies, departments, organizations, and individuals that have functional roles in the Emergency Management Program.

Training Needs Assessment. A process that identifies the present level of knowledge, skill, and abilities and compares it with the required or established levels within the Emergency Management Program.

Vulnerability. The degree to which people, property, resources, systems, cultural, economic, environmental, and social activity are susceptible to harm, degradation, or destruction on being exposed to the Program's identified hazards.

CURRENT STATE ANALYSIS

Hazard Risk and Vulnerability Summary

Earthquake: Kenmore is near several faults including the Seattle Fault. Since the incorporation, the City has experienced a significant earthquake, the 6.8 magnitude Nisqually Earthquake in 2001. Kenmore is also located within the Seismic Design Category D1. The City has adopted good earthquake regulations for new structures and infrastructure as well as alterations to existing buildings. Kenmore is mostly built out as a bedroom community and has existing single-family structures. Most of these existing structures are light weight, wood-framed structures better suited to seismic activities. Kenmore has two bridges that are nearing the end of their life that may be vulnerable to a severe earthquake. The West Sammamish River Bridge was constructed in the 1930's, and its current sufficiency rating is 6.75 out of 100. 100 is considered as an entirely sufficient bridge, typically new. The City plans to replace the bridge over the next few years. Reconstruction is expected to begin in 2020. The Little Swamp Creek Bridge at NE 175th St has a sufficiency rating of 40 out of 100; which requires retrofitting. However, retrofitting costs are equivalent to replacement costs. The City is currently exploring funding options. Although Kenmore has experienced a significant earthquake, no significant damage was reported.

Flood: Portions of land adjacent to the Swamp Creek and Sammamish River are within the Special Flood Hazard Zone. The city has good floodplain management regulations for new construction and has limited development in this area; however, there are some structures already present in the floodplain. The City has previously purchased vulnerable property via grants and City funding. However, there are still a few single-family residential properties that experience flooding. There are approximately 10 single-family residences, 5 multifamily parcels and a few commercial properties located in the Special Flood Hazard Zone along Swamp Creek that experience flooding when the water is high. Although the properties flood, only a few structures experience flooding. A few single-family residences experience repetitive damage due to flooding.

Landslide: Kenmore has steep slopes that have been designated Landslide Hazards. The city has good Critical Area regulations that limit new development. However, there were homes built on the Landslide Hazards prior to these regulations being in place. The City has recently studied the City for potential landslide hazards based on Lidar technology. Based on the information from the study the City has updated its Landslide Hazard maps and regulations. The study identified slopes potentially subject to landslides. Some landslides appear to be

active and some are not. Active landslides are being monitored by the City and mitigation measures are being considered.

Severe Weather: Kenmore is at risk for heavy rain, heavy wind as well as snow and ice weather events. Heavy rain can result in localized flooding and saturated soils. Erosion can occur which may litter the sidewalks, bike lanes and roadways with debris. Saturated soils can weaken tree stability and there is a potential for trees to fall in this type of weather event. Heavy wind can result in leafy and woody debris scattered on sidewalks/paths, bike lanes and roadways as well as other City owned property. There is also potential for large branches or entire trees to fall onto public property. Snow and ice have the potential to affect all sidewalks, bike lanes and roadways, making it dangerous and difficult to travel by vehicle or as a pedestrian. Severe weather events can impact all City infrastructure including but not limited to sidewalks/paths, bike lanes, roadways and other public property.

Tsunami: Kenmore is not at risk for a tsunami but could experience a “seiche”— a wave off Lake Washington. Studies have not been done to show the potential inundation area in the City. Most of the area potentially at risk is developed with commercial uses, including Kenmore Air, CalPortland, and two marinas; however, a large condominium complex also borders the north end of the Lake. Significant damage could be done by a seiche. Total impact cannot be evaluated since mapping is incomplete and no recorded incidents exist.

Volcano: Kenmore could be affected by ashfall from nearby volcanoes (Mt. Rainier, for example). Ashfall models are not available to assess vulnerability. Although Mt. Rainier is not presently active, the potential threat is ongoing. Ashfall could impact City infrastructure and waterways as well as private property. Ash can also clog machinery.

Wildfire: The city has only a small amount of open natural space that has the potential for wildfire, but a seasonal risk impacted by climate change does exist. Most structure fires in the city are residential homes averaging about three per year requiring additional outside resources. Swamp Creek and Saint Edward State Park are large natural areas bordered by residential homes and Bastyr University. Limited access and difficult terrain pose challenges for firefighting. Existing mutual aid agreements have been sufficient to provide additional resources for fighting structure fires and building codes requiring fire sprinklers in single family residential homes should offset the increase in number of homes in the city. In the past 5 years, 12 small fires (less than 100' x 100') have been reported and extinguished. Structure fires pose a limited impact for the city but can have devastating isolated impact.

Civil Disturbance: Civil disturbances reacting to activities in the community have not occurred in Kenmore. The City encourages public participation in regulatory or other changes that would affect the citizenry so that voices can be heard before action is taken. Kenmore police are trained to recognize and respond to this type of incident should it occur. No civil disturbances have been located in Kenmore.

Cyber Incident: Increasingly, cyberattacks are plaguing local governments. Valuable information may be held hostage or important systems corrupted. City government is vulnerable to these attacks although software solutions are constantly updated, and staff are trained to avoid this type of attack. The City has not, to date, suffered a successful cyberattack.

Hazardous Materials Incident: With limited commercial facilities in the city and none of them storing large supplies of hazardous materials, the primary risk is limited to those materials being transported through Kenmore. The transportation of hazardous materials on State Route 522 is the primary source and location of hazardous chemicals in the city. SR522's proximity to Lake Washington, its tributaries and the city's downtown core with higher residential density put hazardous chemicals in close proximity to high impact areas. Hazardous material incidents have been limited in size – less than 50 gallons – of flammable liquids in the past 5 years, but much larger quantities are transported through the city daily.

Health Incident: Like most primarily residential cities the risk of a public health emergency is limited by the lack of large public gathering spaces (stadiums, etc.) The city's population has limited vulnerabilities within the community however epidemics can still interrupt normal services and negatively impact the city. An epidemic that reduced the availability of staff for the city or our service providers could interrupt regular business activity.

Terrorism: As with any U.S. city, the possibility of a mass shooting or other terrorist attack is present in Kenmore. Minor Kenmore police are trained to recognize and respond to this type of incident. Kenmore police have responded to and investigated the hate graffiti incidents. The City has alerted its instances of hate graffiti have been documented in the City. citizens to combat hate speech. Fortunately, no terrorist attacks have occurred in the City.

Overview of Planning Requirements

It is important to preface this section by noting that the absence of a plan and/or procedure – in whole or part – does not mean that the work isn't being done. My analysis is based on whether documentation exists.

Plan Title	Does it exist?	Required by WA	Required by Kenmore	Required by industry Standards
Strategic Plan	No	No	No	Yes
Hazard Identification and Risk Analysis	Yes	No	Yes	Yes
Mitigation Plan	Yes	No	Yes	Yes
Comprehensive Emergency Management Plan (CEMP) or Emergency Operations Plan (EOP)	Yes	Yes	Yes	Yes
Recovery Plan	Partial	No	No	Yes
Continuity of Operations Plan (for emergency management and all departments who support them)	No	No	No	Yes
Continuity of Government	Partial	No	No	Yes
Resource Management	No	No	No	Yes

FROM RELIANCE TO READINESS

Communication and Warning	No	No	No	Yes
Crisis Communications, public information and public education	No	No	No	Yes

Overview of Procedure Requirements

Procedure Title	Does it exist?	Required by WA	Required by Kenmore	Required by industry Standards
Administrative and Finance	No	No	No	Yes
Operations (typically an EOC plan)	Work just started – in draft	No	No	Yes
Prevention	No	No	No	Yes
Situational analysis, damage assessment, situation reporting and incident action planning	No	No	No	Yes
Resource Management	No	No	No	Yes
Joint Information Systems/Joint Information Center	No	No	No	Yes

SWOT analysis (Strengths, Weaknesses, Opportunities, Threats)



Strengths

- NEMCo has provided an excellent foundation for required planning – Comprehensive Emergency Management Plan (CEMP) and Hazard Mitigation Plan.
- The Coalition has also fostered relationships with neighboring cities and other partner agencies.
- The Northshore region has an engaged volunteer base.
- The City of Kenmore’s Municipal Code for emergency management is effectively written and provides for the use of all City staff and resources if necessary.

Weaknesses

- There is a notable lack of procedures and unfamiliarity with existing plans.
- The result is a lack of readiness among City staff.

- There has been no work documented for Continuity of Operations for City Departments.
- The current Interlocal Agreement (ILA) for NEMCo does not identify specific deliverables for the City of Kenmore.

Opportunities

- Kenmore is a City that cares for its residents and leadership that has documented their priorities to serve the most vulnerable.
- King County has a highly regarded Emergency Management program with a great deal of technical expertise and experience who promote regional cooperation.
- The City has a good foundation of hazard identification and required base plans.

Threats

- Inconsistent political and financial support. Emergency management often struggles to maintain steady investment and authority because it competes with more visible or politically advantageous priorities (e.g., infrastructure, public safety). After major disasters, funding surges—then often vanishes in quieter times, weakening resilience.
- Aging workforce and lack of a strong talent pipeline. Many emergency managers, especially at the state and local level, are approaching retirement. Institutional knowledge and field-tested experience are hard to replace quickly.
- Emergency Management is not a well-understood profession – by the public, students, or government.

GAP ANALYSIS

Program Highlights:

CEMP

In January 2024, Washington State Emergency Management acknowledged receipt of Kenmore's Comprehensive Emergency Management Plan and congratulated staff on completing this significant achievement. The document provides an excellent foundation that allows the City to meet the requirements of RCW 38.52 and WAC 118.30 and ensure consistency with the State's CEMP. The State did provide a 13-page document outlining a compilation of recommendations (attached to this report as Appendix B) for the next iteration of the plan, due January 2029. The Tier III – Lawful Requirements are as follows:

TIER III – Lawful Requirements		
CEMP Location Recommendation to Meet Legal Obligations Reference		
Basic Plan – Approval Document	Ensure the approval document is signed by either the Emergency Management Director or the senior elected official.	Chapter 118-30, WA CEMP, CPG 101
Basic Plan – Responsibilities	Your plan did a good job addressing Preparedness and Response Phases. Consider discussing the activities represented or categorized by the Mitigation and Recovery phases. Discuss not only the process you have regarding mutual aid, but also how those agreements alter your responsibilities. Many responsibilities are added or changed, and it is important to know the expectations pertaining to all stakeholders involved.	Title 38.52 RCW, Chapter 118-30 WAC, WA CEMP, CPG 101, National Response Framework
All ESFs – Summary or statement of	While your ESFs do a well job describing preparedness and response activities, they lack a connection to Mitigation and Recovery activities. Please reach out	WA CEMP

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Role in Mitigation and Recovery Activities	EMD Planners for assistance if needed.	
All ESFs – Resource Requirements	Consider including a Resource Requirements section to your ESFs. Resource Requirements can discuss items that an individual may need to fill the role (e.g. specific trainings, materials, access to systems or facilities, etc.).	E.O. 13166, EPCRA, Title 38.52 RCW, SSB 5046 LEP, Prevention Framework, Protection Framework, WA CEMP

All ESFs – Terms and Definitions	Consider what technical information was discussed that may need additional clarification. Terms and definitions to include in these sections are specific to the ESF in question. General terms that apply to the CEMP as a whole or those that apply to the Basic Plan's content should be included in the Basic Plan.	Chapter 118-30 WAC, WA CEMP
ALL ESFs – Appendices/ Attachments	Please include an Appendices/Attachments or References and Supporting Plans section. This section serves to point to guidance or documents (forms, checklists, etc.) which exists to support the ESF and that they may use in their roles. An example of something which would be found or referenced in these sections would be a debris management plan, an unsolicited donations plan, a reference to your volunteer management plan, etc.	Chapter 118-30 WAC, WA CEMP, CPG 101

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ESF 3 – Debris Management	Include a reference to a Debris Management Plan. Debris management is a complicated, costly, and time-consuming process which can constitute a plan in and of itself. If a significant disaster were to occur and your jurisdiction were to be eligible for Public Assistance, Debris Management could become covered under cost share. For additional planning considerations please consult FEMA 325 Public Assistance: Debris Management. This guide can assist with the development of a Debris Management Plan that is relevant even if Public Assistance is not available.	Chapter 118-30 WAC, The National Planning Frameworks, WA CEMP, CPG 101
ESF 7 – Mutual Aid	Discuss the procedures to provide projected or anticipated costs, as well as the reimbursement process when mutual aid agreements are activated. Also, consider including as attachments any checklists and forms for requesting and providing assistance.	Title 38.56 RCW, WA CEMP, CPG 101
ESF 7 – Credentialing System	In conjunction with resource typing, a requirement of NIMS is to establish a credentialing system. Credentialing is essential to the emergency management community because it verifies the identity and attributes (e.g., affiliations, skills or privileges) of response team members through standards. The standards allow the community to plan for, request and have confidence in resources deployed from other jurisdictions for emergency assistance. Credentialing also ensures that personnel resources match requests and support effective management of deployed responders. This FEMA resource may assist with content to include National Incident Management System: Guideline for the Credentialing of Personnel	PPD-8, Chapter 118-30 WAC, WA CEMP, CPG 101

ESF 7 – Resource Typing	Discuss how your jurisdiction maintains a list of NIMS typed resources and inventorying. If you do not use NIMS typed resources, describe the typing system/methodology that you do use.	PPD-8, Chapter 118-30 WAC, WA CEMP, CPG 101
ESF 7 – Unsolicited Donations	Consider addressing or developing a plan which covers the management of unsolicited donations.	Chapter 118-30 WAC, WA CEMP, CPG 101
ESF 13 - Evacuations	Discuss any planning efforts to facilitate evacuations. This discussion could touch on methods, processes, or link back to existing plans.	Title 38.52 RCW, SSB 5046 LEP, Chapter 118-30 WAC, WA CEMP

Mitigation Plan

The City of Kenmore has benefitted in significant ways by completing a Hazard Mitigation Plan. By identifying vulnerabilities to natural and human-caused hazards, the City has identified targeted action to reduce or eliminate long term risks. Completing this plan has also made the City eligible for FEMA Hazard Mitigation Assistance grants that can help fund projects before disaster strikes. This effort has also allowed Kenmore to align its comprehensive planning, zoning and land use decisions to identified mitigation strategies, thereby ensuring smart growth in safer, less hazard-prone areas.

Volunteer Engagement and Sustainment

The NEMCo deserves recognition for outstanding engagement with volunteers. A great deal of time and effort is dedicated to Community Emergency Response Teams, amateur radio services, drone operations, and EOC Operations.

The Extreme Weather Wellness Check program is being run as a partnership between the City, Police Department, and Northshore Emergency Management Coalition (NEMCo). This program involves proactively engaging with members of the community who feel in need of assistance during the cold winter months and hot summer months. The winter portion of the program will run from December 15th until March 15th, while the summer portion of the program will run from June

1st until September 1st. However, these dates may be extended if weather forecast warrant it. Anyone volunteering to sign up for the program will be engaged with on a tiered basis. The first tier in this proactive response will be a phone call from a NEMCo Volunteer checking to see if there are any weather-related needs that we can address. Typically, this phone call will occur if we are experiencing extreme temperatures and the forecast calls for these temperatures to continue for three or more consecutive days. The second tier of this response will be an in-person wellness check, normally performed by a Police Officer, when temperatures are, or are projected to be, below freezing or above a MODERATE heat risk level for longer than 24 hours. In situations where the area is experiencing power outages, either tier may be implemented depending on the duration of the outage. While this program is not intended to be a guarantee of aid from the City, it will hopefully allow us to anticipate weather-related issues and connect community members with the appropriate resources before situations become potentially life threatening.

Opportunities for Improvement:

**Note: The following section simply reflects a lack of documentation, not poor work.*

Strategic Plan. An Emergency Management Program should be characterized by visible leadership support and endorsement and engagement by stakeholders. The Emergency Management Program has a multi-year Strategic Plan, developed with input from stakeholders, that includes the following: (1) a vision statement for emergency management; (2) mission, goals, objectives, and milestones for the Emergency Management Program; (3) a method for Plan implementation; and (4) a maintenance process, including a method and schedule for evaluation and revision. The absence of this plan makes it difficult to monitor the Program's successes and challenges and ultimately define success for stakeholders. A strategic plan is not just a document, it is a roadmap for resilience and without one, the City increases its exposure to preventable failures and missed opportunities. Absent a strategic plan, emergency management investments like training, staffing and equipment may be reactive, uncoordinated and misaligned with the City's priorities and community need.

Recovery Plan. The Emergency Management Program, through formal planning processes involving stakeholders and addressing all hazards, has developed a Recovery Plan. the Recovery Plan address the following: (1) purpose and scope or goals and objectives; (2) authority; (3) situation and assumptions; (4) functional

roles and responsibilities for internal and external stakeholders, and positions; (5) logistics support and resource requirements necessary to implement the Plan; (6) concept of operations; and (7) a maintenance process, including a method and schedule for evaluation and revision. The Recovery Plan establishes short and long-term recovery priorities. The Plan identifies and assigns specific areas of responsibility for the following: (1) critical functions; (2) services/programs; (3) vital resources; (4) facilities; and (5) infrastructure. It is also critical to have accompanying procedures to implement this and all plans.

The Comprehensive Emergency Management Plan's Emergency Support Function 14 does address some required elements for recovery. I think it is a very good foundation for a stand-alone document or enhanced in its current location to meet industry standards.

Continuity of Operations Plan(s). The Emergency Management Program must identify essential program functions and the departments, agencies, and organizations with primary responsibilities for these functions. The Emergency Management Program hazards, through formal planning processes involving stakeholders and by addressing all, must develop a Continuity of Operations (COOP) Plan for the designated emergency management agency, department, or office, and an Emergency Management Program Continuity of Government (COG) Plan. The Continuity of Operations (COOP) Plans for the departments, agencies, and organizations identified must address the following: (1) purpose and scope or goals and objectives; (2) authority; (3) situation and assumptions; (4) functional roles and responsibilities for internal and external stakeholders and positions; (5) logistics support and resource requirements necessary to implement the Plan; (6) concept of operations; and (7) a maintenance process, including a method and schedule for evaluation and revision. The Continuity of Operations (COOP) Plans for the departments, agencies, and organizations identified address the following: (1) processes and functions that will be continued and recovered; (2) essential positions; (3) lines of succession; (4) processes that describe how the critical applications and vital records will be safeguarded; (5) communications resources; (6) priorities for recovery of processes, functions, critical applications, and vital resources; and (7) alternate operating capability.

The CEMP, p. 30, references RCW Title 40's provisions for government officials to coordinate protection of essential records. The City of Kenmore, under the direction of the City Clerk, provides for safe storage of essential records through microfiche and/or off-site storage. This is a great start for the needed stand-alone plan.

Continuity of Government Plan. In addition to addressing all elements of the COOPs, the Continuity of Government (COG) Plan identifies how the governing body will be preserved, maintained, or reconstituted and addresses the following: (1) a succession of leadership; (2) delegation of emergency authority; and (3) command and control.

The City of Kenmore Comprehensive Emergency Management Plan, p. 29, does identify the Executive line of succession which is as follows: City Manager, Deputy City Manager and Community Development Director. It also notes that if an incident reduces the number of City Councilmembers, those members available for duty shall have the full authority to act in all matters as the City Council.

Resource Management Plan. The Program must have a resource management plan, designed to address identified hazards, that address goals and objectives; gap analysis; resource management systems; donations management and volunteer management. The Program should address resource needs and shortfalls through various initiatives, including the budget process, mutual aid agreements, MOUs, contracts, etc.

Communications and Warning Plan. The Program must have a plan to communicate internally and externally with higher, lateral, and subordinate stakeholders and emergency personnel; initiate, receive, and relay notifications to alert key decision-makers and emergency personnel; disseminate emergency alerts and warnings to the public potentially impacted by an actual or impending emergency, and to communicate with the population within its jurisdiction, including vulnerable populations as defined by the Emergency Management Program; and address potential operating environments.

Crisis Communications, Public Information and Public Education Plan. The Program must have a plan for crisis communications, public information and public education functions. The plan should be designed to inform and educate the public through various media about identified hazards, threats to public safety and risk reduction. The plan should provide for the dissemination of information to protect public health and safety, including response to public inquiries and rumors.

Training Plan. Emergency Management Programs must have a training program that includes assessing, developing, and implementing training for Program officials, emergency management response personnel, and the public. The training plan must address identified hazards and include the following: (1) goals and objectives; (2) training needs assessment; (3) curriculum; (4) course evaluations; (5) training records; and (6) a records retention schedule. Kenmore should pursue a

training needs assessment that addresses the following: (1) all personnel with responsibilities in the Emergency Management Program; (2) key public officials; and (3) internal and external requirements. Training must be regularly scheduled and is based on the following: (1) training needs assessment; (2) internal and external requirements; and (3) goals and objectives of the training program. Records are maintained for the training program and include the following: (1) the types of training planned and conducted; and (2) the names of those who received training.

The program provided an extensive training calendar that focused primarily on volunteer efforts – CERT, RACES, Drone operations. Staff also provided a 2025 safety training schedule for Lake Forest Park and Kenmore Public Works departments that included the following:

- January – Safety 101: IDing Hazards, Operational Risk Management, & Safety Program Basics
- February – Fall Prevention & Personal Protective Equipment Review
- March – Hazard Communication: Chemicals in the Workplace
- April – Environmental Health & Safety
- May – Hearing Conservation & Respiratory Protection/Asbestos Work Practices
- June – Confined Space Entry Refresher
- July – Back Injury Prevention & Small Tool/Chainsaw Safety
- August – Excavation Safety
- September – Bloodborne Pathogens & COVID, Cold, and Flu Defense
- October – Hazardous Energy Control: Lockout/tagout
- November – Defensive Driving & Snowplowing Review
- December – Annual Safety Review

While employees are encouraged to complete Incident Command System courses online, (ICS 100, 200, 700 and 800), I did not find documentation that any of these courses were delivered in person. There is a desire for staff to attend training on the established Saturday trainings for volunteers. This does not appear to work well for City of Kenmore Staff. While some training is universal, it is critical to incorporate the unique needs of the city – situation reports, media, decision-making, procedures, etc. An incident command course will outline the structure of managing disasters but does not prescribe what actions can and should be taken. That is up to the city.

Exercise, Evaluation and Corrective Action. The Program should have an exercise, evaluation, and corrective action program that regularly tests emergency personnel's knowledge, skills, abilities, and experience, and the plans, policies,

procedures, equipment, and facilities. The Program should evaluate personnel, plans, procedures, equipment, and facilities through a variety of initiatives, which can include the following: (1) periodic reviews; (2) testing; (3) post-incident reports; (4) lessons learned; (5) performance evaluations; (6) exercises; and (7) real-world events. Products of these evaluations must be documented and disseminated to stakeholders and selected partners; and have a process for corrective actions that prioritizes and tracks the resolution of deficiencies.

The Program consistently conducts exercises with volunteers. However, these do not involve the activation of the Emergency Operations Center, so staff do not complete after-action reports and corrective action plans. It is exceedingly difficult to make improvements without identifying challenges and steps to address them.

Administrative and Finance Procedures. The Program should have both administrative and financial procedures for use before, during and after a disaster. These procedures should provide the ability to request, receive, manage, and apply funds in emergency situations to deliver assistance and cost recovery.

Prevention Procedures. The Program should have a process (with procedures) to coordinate prevention activities, monitor the identified threats and hazards, and adjust the level of prevention activity commensurate with the risk. Prevention processes are based on the following: identified hazards; intelligence activities; threat assessments; alert networks; surveillance programs; and information obtained from internal and external stakeholders. There should also be procedures for the exchange information among internal and external Emergency Management Program stakeholders.

Operational Procedures. The Program should have procedures that guide its operations during an emergency. This is typically found in an Emergency Operations Center (EOC) Plan or in job aids for positions in the EOC. Some of the most critical procedures include those for situational analysis, damage assessment, situation reporting and incident action planning.

Resource Management Procedures. The Program should have resource management procedures to be used in an emergency that address the identification, location, acquisition, mobilization, distribution, tracking and demobilization of resources. The procedures must also address the acceptance and management of donated goods, materials, services, financial resources and facilities – whether solicited or unsolicited.

Joint Information Systems/Joint Information Center Procedures. The Program should have Joint Information System procedures to coordinate and authorize information for release; disseminate information through various media; communicate with at-risk populations; interface with public officials/VIPs; and respond to public inquiries and provide rumor control. The Joint Information Center procedures should address its activation, operation and deactivation.

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COMPARATIVE ANALYSIS

Programmatic Structures

There are currently four consortiums in Washington state with various levels of effectiveness and efficiency. This includes the Clark Regional Emergency Services Agency (CRESA) which includes emergency management, 911 dispatch and radio communications and serves cities around Vancouver; the East Pierce Interlocal Coalition (EPIC) which serves cities in eastern Pierce County and the West Pierce Coalition that serves Lakewood, University Place and Steilacoom in western Pierce County. While these coalitions have different agreements and structure, the common denominator is that each participating jurisdiction has at least a part-time emergency management professional.

Through open-source research, it was evident that there are numerous examples of unsuccessful consortiums that had five major things in common – the lack consistent funding, absence of formal authority, jurisdictional friction, leadership turnover and poor metrics.

Smaller PNW communities typically lean heavily on a part-time municipal lead, such as a fire or police chief, a public works director, etc. that are complemented by a part- or full-time staff member to carry out specific prevention, mitigation, preparedness, response and recovery activities. A great example of a strong municipal emergency management program is Mercer Island. They have a dedicated Emergency Management Coordinator that is supported by police, fire, public works and a robust volunteer corp. There are several options for program structure and the following are the most common:

Standalone EM Program (In-House)

- **Best for:** Moderate risk profile, dedicated funding, long-term commitment.
- **Needs:** Hire at least 1 full-time Emergency Manager; possibly share support staff.
- **Pros:** Full local control, tailored plans, community visibility.
- **Cons:** Resource intensive; more admin burden.

Shared Services or Interlocal Agreement

- **Best for:** Rural or resource-limited cities.
- **Example:** Contract with the county or nearby city for EM services.

- **Pros:** Cost-effective, shared resources (e.g., EOC, alerting systems).
- **Cons:** Less local autonomy; may compete for attention during disasters.

Hybrid Model

- A city retains a **part-time EM coordinator** while contracting for technical services or planning support

Staffing Models/Potential Costs

Model	Description	Staffing Example	Pros	Cons	Estimated Annual Cost
Full-time EM	Dedicated emergency manager and support staff	1 FTE Emergency Manager .5 FTE Admin Support	Full local control and dedicated focus of program	Higher payroll and admin overhead	\$80k to \$120k in salary and benefits plus an estimated \$20k in operational costs / \$100k - \$140k
Part-time EM	Part time FTE and/or EM duties added to existing staff role	.5 FTE Emergency Management Percentage of salary coverage for existing staff member	More cost effective and easier to implement and sustain	Limited staff time to sustain program	\$40k to \$60k in salary and benefits plus \$10k in costs to cover other dedicated staff time \$50k- \$70k
Hybrid (part-time EM with some contracting)	Part time FTE and/or EM duties added to existing staff role,	.5 FTE Emergency Manager	More cost effective and easier to	Limited staff time to sustain program	\$40k to \$60k in salary and benefits; \$10k in

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	plus contracting for some services	Contracted EM Consultant	implement and sustain Access to expertise w/o full hire	Less local control and dependent on contract terms	costs to cover other dedicated staff time and \$20k for contract(s) \$70k - \$90k
Contracted Services	Outsourcing all planning and coordination	Contracted EM Consultant	Access to expertise w/o full hire	Less local control and dependent on contract terms Work would likely focus on plans and procedures, rather than operational coordination	\$30k to \$60k in contract fees plus at least \$20k in operational costs not included in the contract \$50k - \$80k

In Washington State, as of June 1, 2025, the average salary for an emergency management specialist is \$80,802, but the range is typically \$67,902 - \$96,211. Some specific examples are as follows:

- Bonney Lake \$97,000 – \$121,000 a year
- Mercer Island \$101,000 – \$128,000 a year
- Shoreline \$92,000 - \$116,000 a year

Kenmore currently contributes \$83,861 to the NEMCo ILA. If the City decides to leave the coalition, it would be eligible for another \$10,000 in Emergency Management Performance Grant (EMPG) funds from Washington State Emergency Management Division. Without increasing the budget allocation, the City of Kenmore could utilize the total of \$93,861 to cover many of the options noted above.

RECOMMENDATIONS

1. Complete a Strategic Plan

It is strongly recommended that the emergency management program develop and maintain a formal strategic plan to guide its mission, goals, and operational priorities over a multi-year period. A strategic plan is essential for ensuring the long-term effectiveness, sustainability, and accountability of the program. It provides a clear vision and direction, establishing a shared understanding of future goals while aligning day-to-day operations with broader resilience and preparedness objectives.

In addition to setting priorities, a strategic plan helps ensure that resources—whether personnel, funding, or equipment—are allocated effectively and with purpose. It strengthens the program's ability to justify investments and makes a compelling case for external funding opportunities by demonstrating a thoughtful and data-informed approach to emergency management. Furthermore, by defining measurable outcomes and performance indicators, the plan enables the program to track progress, evaluate impact, and adjust as needed to remain effective.

Strategic planning also promotes collaboration across agencies and sectors. By involving stakeholders in the development process, it builds coordination and ensures all partners understand their role in advancing shared goals. This cross-sector alignment is particularly important when managing complex risks that require integrated responses.

In a rapidly changing risk environment—where climate change, cybersecurity threats, and demographic shifts can impact a community's vulnerability—a strategic plan provides the adaptability needed to stay ahead of emerging challenges. It also enhances the professional credibility of the emergency management program, aligning with national standards such as those outlined by the Emergency Management Accreditation Program (EMAP) and FEMA's National Preparedness System.

In summary, a strategic plan serves as the foundation for a modern, capable, and trusted emergency management program. It moves the program from reactive to proactive, ensures resources are used wisely, and demonstrates a commitment to protecting the community now and into the future.

2. Exit from or repurpose the Northshore Emergency Management Coalition Interlocal Agreement.

While the consortium model once offered shared resources and regional coordination, it no longer adequately addresses the city's evolving risk profile, operational needs, or strategic goals. It is extremely difficult to provide fair access and representation among multiple entities. Disbanding the consortium will enable the city to take full control of its emergency planning, response, and recovery capabilities. This shift will lead to more responsive and accountable governance, streamlined decision-making, improved communication with residents, and better alignment of emergency operations with local priorities. With a tailored staffing model, direct access to grant funding, and the flexibility to modernize emergency systems, Kenmore will be better positioned to protect public safety and community resilience in the face of current and future threats.

There is an opportunity to repurpose the NEMCo ILA to focus on mutual aid for Northshore jurisdictions and special purpose districts that does not require initial funding allocations. Each partner entity has valuable resources – people, equipment, training, etc. – that could and should be shared on a regional in-kind basis.

3. Hire an emergency manager and place responsibility for the program in the Public Works Department.

It is recommended that the City hire at least a part-time Emergency Manager to develop and coordinate the jurisdiction's emergency management program. Assigning this position to the Public Works Department is a practical and strategic choice, given the department's critical role in infrastructure, continuity of operations, and disaster response support.

Currently, many small and mid-sized jurisdictions face increasing demands related to emergency preparedness, disaster recovery, risk mitigation, and compliance with state and federal requirements. Without a dedicated individual to lead this work, the city remains vulnerable to gaps in planning, limited coordination across departments, and reduced access to vital grant funding or regional support systems.

A part-time Emergency Manager can provide consistent leadership for preparedness activities, including the development of response plans, coordination of training and exercises, public education efforts, and support for hazard mitigation initiatives. Housing this position in Public Works ensures that emergency management is embedded within a department that plays a central role in storm response, utility restoration, debris management, and infrastructure resilience—functions that directly impact the city's ability to respond effectively to emergencies.

This structure also leverages existing operational expertise, promotes integration with essential services, and reduces administrative overhead. Over time, as the city's needs evolve or additional funding becomes available, the role can be scaled into a full-time position or expanded to support additional responsibilities such as emergency operations center coordination or interagency liaison work.

Investing in a part-time Emergency Manager now positions the city to improve its readiness, meet regulatory expectations, and enhance public safety—all while building a scalable, sustainable emergency management program grounded in operational reality.

Kenmore currently contributes \$83,861 to the NEMCo ILA. If the City decides to leave the coalition, it would be eligible for another \$10,000 in Emergency Management Performance Grant (EMPG) funds from Washington State Emergency Management Division. Without increasing the budget allocation, the City of Kenmore could utilize the total of \$93,861 to cover many of the options noted above.

4. Provide visible support from leadership to sustain emergency management culture

For an emergency management program to be truly effective, it must have the visible and sustained support of city leadership. Elected officials and executive leadership play a critical role in establishing emergency management as a priority across the organization and within the community. Their support ensures the program has the authority, resources, and interdepartmental cooperation necessary to build and sustain core capabilities such as planning, training, public education, and emergency

response coordination. Without leadership backing, emergency management efforts risk being siloed, underfunded, or overlooked in favor of short-term demands. Furthermore, when city leaders actively champion emergency preparedness and resilience, it sends a strong message to staff, partners, and the public that safety, continuity, and risk reduction are foundational to good governance. Leadership involvement not only enhances credibility and accountability but also strengthens the community's overall readiness for disasters and emergencies.

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IMPLEMENTATION FRAMEWORK

Year 1: Build the Foundation

Goal: Establish governance, assess risks, and create the basic emergency management framework.

Objective	Key Actions	Timeline
Governance & Staffing	- Hire/appoint Emergency Manager - Form Advisory Committee - Pass enabling ordinance or policy	Q1-Q2
Strategic Plan with input from partners	With a new EM Coordinator, this might be best done by contract.	Q1-Q2
Risk Assessment, Mitigation Plan	- Update Hazard Identification & Vulnerability Analysis (HVA) - Participate in regional Mitigation Planning process	Q2-Q3
CEMP and Develop Operational Procedures	- Get familiar with CEMP and prepare for update due at the end of 2028. - Develop EOC procedures – use EMAP standards as the blueprint for development	Q2-Q3
Training Needs assessment	- Ensure core city staff take FEMA ICS 100/200/700, receive training on hazards and the operation of an EOC. Provide training in a way that works well for staff. - There is far more training needed than ICS – it is simply a management tool.	Q3-Q4
City Readiness	Start work on Continuity of Operations Plans for Kenmore departments and a Continuity of Government Plan.	Q3-Q4

Year 2: Strengthen & Expand Capacity

Goal: Formalize systems, enhance operational readiness, and broaden public engagement.

Objective	Key Actions	Timeline
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Emergency Operations Center (EOC)	- Designate or equip a basic EOC - Identify staffing plan and activation levels	Q1
Alert & Warning System	- Become familiar with use of system and ensure procedures are in place. - Learn how KC OEM can support the City with Code Red, IPAWS, WEA, etc.	Q1-Q2
Continuity of Operations Planning (COOP)	Continue COOP work – make updates and technical assistance part of regular cabinet or department-head meetings	Q2
Mutual Aid & Regional Agreements	- Formalize mutual aid with neighboring jurisdictions - Join local/regional emergency coordination groups	Q2-Q3
Public Education Campaign	- Continue Community Emergency Response Team (CERT) efforts - Participate in community events to deliver preparedness campaign(s)	Q2-Q4
Training/Exercises	- Continue training per the training needs assessment - Conduct small exercises as part of training process. - Establish cycle of at least one exercise each year to test specific plans and procedures.	Q3-Q4

Year 3: Optimize & Sustain

Goal: Mature the program with advanced planning, tech tools, and ongoing evaluation.

Objective	Key Actions	Timeline
Full CEMP Update	- Incorporate new annexes - Integrate lessons from exercises	Q1
Technology Integration	- Implement GIS dashboards - Test public mapping or damage reporting tools	Q2

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Advanced Training & Exercises	• Multi-agency full-scale exercise • After-Action Review with improvement plan	Q2-Q3
Long-Term Resilience Planning	• Continue hazard mitigation plan update • Engage in climate adaptation or recovery planning	Q3-Q4
Program Sustainment Strategy	• Formalize long term funding strategy without reliance on grants	Q3-Q4

APPENDIX A

Emergency Management Program Standard, 2022 Version

Overview

An Accredited Emergency Management Program is characterized by visible leadership support and endorsement and engagement by stakeholders. The following Standard provide a roadmap

3.1: Program Administration and Evaluation

3.1.1 The Emergency Management Program has a multi-year Strategic Plan, developed with input from stakeholders, that includes the following:

- (1) a vision statement for emergency management;
- (2) mission, goals, objectives, and milestones for the Emergency Management Program;
- (3) a method for Plan implementation; and
- (4) a maintenance process, including a method and schedule for evaluation and revision.

3.2: Coordination

3.2.1 The jurisdiction has a designated emergency management agency, department, or office established and empowered with the authority to administer the Emergency Management Program.

3.2.2 The jurisdiction has a designated individual empowered with the authority to execute the Emergency Management Program.

3.3: Advisory Committee

3.3.1 The Emergency Management Program has a process utilizing one or more advisory committees that provide coordinated input by stakeholders in the preparation, implementation, evaluation, and revision of the Program.

3.3.2 The advisory committee(s) meets with a frequency determined by the Emergency Management Program to provide regular input.

3.4: Administration and Finance

3.4.1 The Emergency Management Program has administrative and financial procedures for use before, during, and after an emergency/disaster.

3.4.2 The administrative and financial procedures provide the ability to request, receive, manage, and apply funds in emergency situations to deliver assistance and cost recovery.

3.4.3 The Emergency Management Program has a maintenance process for the procedures identified in Standards 3.4.1 and 3.4.2, including a method and schedule for evaluation and revision.

3.5: Laws and Authorities

3.5.1 The Emergency Management Program's authorities and responsibilities are established and executed in accordance with statutes, regulations, directives, or policies.

3.5.2 The Emergency Management Program has a process for identifying and addressing proposed legislative and regulatory changes.

Chapter 4: Emergency Management Program Elements

Overview

An Accredited Emergency Management Program encompasses the following elements: prevention, preparedness, mitigation, response, and recovery.

4.1: *Hazard Identification, Risk Assessment, and Consequence Analysis*

Overview

An Accredited Emergency Management Program has a Hazard Identification, Risk Assessment (HIRA), and Consequence Analysis.

4.1.1 The Emergency Management Program identifies the natural and human-caused hazards that potentially impact the jurisdiction using multiple sources. The Emergency Management Program assesses the risk and vulnerability of the following:

- (1) people;
- (2) property;
- (3) the environment; and
- (4) its own operations from these hazards.

4.1.2 The Emergency Management Program conducts a consequence analysis for the hazards identified in Standard 4.1.1 to consider the impact on the following:

- (1) public;
- (2) responders;
- (3) continuity of operations, including continued delivery of services;
- (4) property, facilities, and infrastructure;
- (5) environment;
- (6) the economic condition of the jurisdiction; and
- (7) public confidence in the jurisdiction's governance.

4.1.3 The Emergency Management Program has a maintenance process for its Hazard Identification, and Risk Assessment (HIRA) identified in Standard 4.1.1, and the Consequence Analysis identified in Standard 4.1.2, including a method and schedule for evaluation and revision.

4.2: Hazard Mitigation

Overview

An Accredited Emergency Management Program has a mitigation program that regularly and systematically utilizes resources to mitigate the effects of emergencies/disasters associated with the risks and consequences identified in the Hazard Identification and Risk Assessment (HIRA).

4.2.1 The Emergency Management Program has a plan to implement mitigation projects and sets priorities based upon loss reduction. The plan:

- (1) is based on the natural and human-caused hazards identified in Standard 4.1.1 and the risk and consequences of those hazards;
- (2) is developed through formal planning processes involving Emergency Management Program stakeholders; and
- (3) establishes short and long-term strategies, actions, goals, and objectives.

4.2.2 The Emergency Management Program documents project ranking based upon the greatest opportunity for loss reduction and documents how specific mitigation actions contribute to overall risk reduction.

4.2.3 The Emergency Management Program utilizes a process to monitor the overall progress of the mitigation activities and documents completed initiatives and their resulting reduction or limitation of hazard impact on the jurisdiction.

4.2.4 The Emergency Management Program, consistent with the scope of the mitigation program, does the following:

- (1) identifies ongoing mitigation opportunities and tracks repetitive loss;
- (2) provides technical assistance in implementing mitigation codes and ordinances; and
- (3) participates in jurisdictional and multi-jurisdictional mitigation efforts.

4.2.5 The Emergency Management Program has a maintenance process for the plan identified in Standard 4.2.1, including a method and schedule for evaluation and revision.

4.3: Prevention

Overview

An Accredited Emergency Management Program encompasses prevention responsibilities, strategies, and procedures.

4.3.1 The Emergency Management Program has a process(es) to coordinate prevention activities, monitor the identified threats and hazards, and adjust the level of prevention activity commensurate with the risk. Prevention processes are based on the following:

- (1) the hazards identified in Standard 4.1.1;
- (2) intelligence activities;
- (3) threat assessments;
- (4) alert networks;
- (5) surveillance programs; and
- (6) information obtained from internal and external stakeholders.

4.3.2 The Emergency Management Program has procedures to implement the prevention processes identified in Standard 4.3.1 and to exchange

information among internal and external Emergency Management Program stakeholders.

4.3.3 The Emergency Management Program has a maintenance process for the procedures identified in Standard 4.3.2, including a method and schedule for evaluation and revision.

4.4: *Continuity Planning and Procedures*

Overview

An Accredited Emergency Management Program has continuity of operations plans and procedures that are developed, coordinated, and implemented among all stakeholders. The plans and procedures describe the continuity of operations and the continuity of government for emergencies/disasters.

4.4.1 The Emergency Management Program identifies essential program functions and the departments, agencies, and organizations with primary responsibilities for these functions.

4.4.2 The Emergency Management Program, through formal planning processes involving stakeholders and by addressing all hazards identified in Standard 4.1.1, has developed a Continuity of Operations (COOP) Plan for the designated emergency management agency, department, or office, and an Emergency Management Program Continuity of Government (COG) Plan.

4.4.3 The Continuity of Operations (COOP) Plans for the departments, agencies, and organizations identified in Standard 4.4.1 and Standard 4.4.2, and the Continuity of Government (COG) Plan address the following:

- (1) purpose and scope or goals and objectives;
- (2) authority;
- (3) situation and assumptions;
- (4) functional roles and responsibilities for internal and external stakeholders and positions;
- (5) logistics support and resource requirements necessary to implement the Plan;
- (6) concept of operations; and

- (7) a maintenance process, including a method and schedule for evaluation and revision.

4.4.4 The Continuity of Operations (COOP) Plans for the departments, agencies, and organizations identified in Standard 4.4.1 and Standard 4.4.2 address the following:

- (1) processes and functions that will be continued and recovered;
- (2) essential positions;
- (3) lines of succession;
- (4) processes that describe how the critical applications and vital records will be safeguarded;
- (5) communications resources;
- (6) priorities for recovery of processes, functions, critical applications, and vital resources; and
- (7) alternate operating capability.

4.4.5 The Continuity of Government (COG) Plan identifies how the governing body will be preserved, maintained, or reconstituted and address the following:

- (1) a succession of leadership;
- (2) delegation of emergency authority; and (3) command and control.

4.4.6 The Emergency Management Program has procedures to implement all Plans identified in Standard 4.4.2. The implementation procedures are applicable to all hazards identified in Standard 4.1.1.

4.4.7 The Emergency Management Program has a maintenance process for the procedures identified in Standard 4.4.6, including a method and schedule for evaluation and revision.

4.5: Operational Planning and Procedures

Overview

An Accredited Emergency Management Program has operational and recovery plans and procedures that are developed, coordinated, and implemented among all stakeholders. The plans and procedures describe the emergency response and recovery from emergencies/disasters.

4.5.1 The Emergency Management Program, through formal planning processes involving stakeholders and addressing all hazards identified in Standard 4.1.1, has developed an Emergency Operations Plan and a Recovery Plan.

4.5.2 4.5.2 The Emergency Operations Plan (EOP), and the Recovery Plan address the following:

- (1) purpose and scope or goals and objectives; 11
- (2) authority;
- (3) situation and assumptions;
- (4) functional roles and responsibilities for internal and external stakeholders, and positions;
- (5) logistics support and resource requirements necessary to implement the Plan;
- (6) concept of operations; and
- (7) a maintenance process, including a method and schedule for evaluation and revision.

4.5.3 The Emergency Operations Plan (EOP) identifies and assigns specific areas of responsibility for performing functions in response to an emergency/disaster. Areas of responsibility to be addressed include the following:

- (1) administration and finance;
- (2) agriculture and natural resources;
- (3) alert and notification;
- (4) communications;
- (5) critical infrastructure and key resource restoration;
- (6) damage assessment;
- (7) debris management;
- (8) detection and monitoring;
- (9) direction, control, and coordination;
- (10) donation management;
- (11) emergency public information;
- (12) energy and utility services;
- (13) evacuation and shelter-in-place;
- (14) fatality management and mortuary services;
- (15) firefighting/fire protection;
- (16) food, water, and commodities distribution;

- (17) hazardous materials;
- (18) information collection, analysis, and dissemination;
- (19) law enforcement;
- (20) mass care and sheltering;
- (21) mutual aid;
- (22) private sector coordination;
- (23) public health and medical services;
- (24) public works and engineering;
- (25) resource management and logistics;
- (26) search and rescue;
- (27) transportation systems and resources; (28) volunteer management;
- and
- (29) warning.

4.5.4 The Recovery Plan establishes short and long-term recovery priorities. The Plan identifies and assigns specific areas of responsibility for the following:

- (1) critical functions;
- (2) services/programs;
- (3) vital resources;
- (4) facilities; and
- (5) infrastructure.

4.5.5 The Emergency Management Program has procedures to implement all Plans identified in Standard 4.5.1. The implementation procedures are applicable to all hazards identified in Standard 4.1.1.

4.5.6 The Emergency Management Program has procedures to guide the following:

- (1) situational analysis;
- (2) damage assessment;
- (3) situation reporting; and
- (4) incident action planning.

4.5.7. The Emergency Management Program has a maintenance process for the procedures identified in Standards 4.5.5 and 4.5.6, including a method and schedule for evaluation and revision.

4.6: Incident Management

Overview

An Accredited Emergency Management Program has an incident management system in place to analyze emergency situations and provide for clear and effective response and recovery.

4.6.1 The Emergency Management Program has formally adopted an incident management system. The system includes, but is not limited to, the following concepts:

- (1) modular organization;
- (2) unified command;
- (3) multi-agency coordination;
- (4) a span of control;
- (5) common terminology;
- (6) action planning process;
- (7) comprehensive resource management; (8) integrated communications; and
- (9) pre-designated facilities.

4.6.2 The Emergency Management Program has procedures that address coordination activities among all personnel with emergency response roles, including higher, lateral, subordinate elements, and neighboring jurisdictions.

4.6.3 The Emergency Management Program's incident management system identifies specific organizational roles and responsibilities for each incident management function.

4.6.4 The Emergency Management Program identifies personnel to fill specific incident management system roles.

4.6.5 The Emergency Management Program personnel receive training on its incident management system.

4.6.6 The Emergency Management Program has a maintenance process for the procedures identified in Standard 4.6.2, including a method and schedule for evaluation and revision.

4.7: Resource Management, Mutual Aid, and Logistics

Overview

An Accredited Emergency Management Program includes systematic identification of resource requirements, shortfalls, and inventories consistent with the Hazard Identification and Risk Assessment (HIRA) and agreements needed in preparation for an emergency/disaster and as needed during response and recovery.

4.7.1 The Emergency Management Program has a resource management plan, designed for the hazards identified in Standard 4.1.1, that addresses the following:

- (1) goals and objectives;
- (2) gap analysis;
- (3) resource management system(s);
- (4) donations management; and
- (5) volunteer management.

4.7.2 The Emergency Management Program conducts a periodic gap analysis that addresses the following:

- (1) the hazards identified in Standard 4.1.1;
- (2) identification of resource needs and shortfalls; and
- (3) prioritization of identified resource needs and shortfalls.

4.7.3 The Emergency Management Program addresses the resource needs and shortfalls through various initiatives, including the budget process, executive process, mutual aid agreements, memoranda of understanding, contractual service agreements, or business partnerships.

4.7.4 The Emergency Management Program maintains mutual aid agreements, contractual service agreements, memoranda of understanding, or regional or other arrangements that provide additional resources.

4.7.5 The Emergency Management Program has procedures to store, maintain, and test resources to be used in emergency/disaster operations.

4.7.6 The Emergency Management Program has resource management system procedures to be used during an emergency/disaster that address the following:

- (1) identification;
- (2) location;
- (3) acquisition;
- (4) mobilization;
- (5) distribution or dispatching;
- (6) tracking; and
- (7) demobilization of resources.

4.7.7 The Emergency Management Program addresses acceptance and management of donated goods, materials, services, personnel, financial resources, and facilities, whether solicited or unsolicited.

4.7.8 The Emergency Management Program has a maintenance process for the plan(s) identified in Standard 4.7.1 and the procedures identified in Standards 4.7.5 and 4.7.6, including a method and schedule for evaluation and revision.

4.8: *Communications and Warning*

Overview

An Accredited Emergency Management Program has communications, alert and notification, and warning plans that provide for using, maintaining, and augmenting the equipment necessary for efficient preparation for, response to, and recovery from emergencies/disasters.

4.8.1 The Emergency Management Program has a plan, designed for the hazards identified in Standard 4.1.1, to:

- (1) communicate internally and externally with higher, lateral, and subordinate stakeholders and emergency personnel;
- (2) initiate, receive, and relay notifications to alert key decision-makers and emergency personnel;
- (3) disseminate emergency alerts and warnings to the public potentially impacted by an actual or impending emergency, and to communicate with the population within its jurisdiction, including vulnerable populations as defined by the Emergency Management Program; and
- (4) address potential operating environments.

4.8.2 The Emergency Management Program has communication, notification, and alert and warning system(s) that:

- (1) supports all Plans identified in Standards 4.4.2 and 4.5.1;
- (2) includes alternative system(s) in case of failure of the primary system(s);
- (3) addresses potential operating environments; and
- (4) is tested on an established schedule with results documented and corrective actions addressed.

4.8.3 The Emergency Management Program has operational procedures for the communications, notification, and alert and warning system(s) that address the following:

- (1) hazards identified in Standard 4.1.1;
- (2) potential operating environments; and
- (3) decision-making processes or pre-determined criteria.

4.8.4 The Emergency Management Program has a communication system(s) that addresses system interoperability.

4.8.5 The Emergency Management Program has a maintenance process for the plan(s) identified in Standard 4.8.1 and the procedures identified in Standard 4.8.3, including a method and schedule for evaluation and revision.

4.9: Facilities

Overview

An Accredited Emergency Management Program has facilities for conducting Emergency Management activities.

4.9.1 The Emergency Management Program has a primary and alternate facility capable of coordinating and supporting sustained response and recovery operations consistent with the hazards identified in Standard 4.1.1.

4.9.2 The Emergency Management Program has procedures for activation, operation, and deactivation of primary and alternate facilities. The procedures are tested on an established schedule, results documented, and corrective actions addressed.

4.9.3 The Emergency Management Program has a maintenance process for the procedures identified in Standard 4.9.2, including a method and schedule for evaluation and revision.

4.10: Training

Overview

An Accredited Emergency Management Program has a training program that includes assessing, developing, and implementing training for Program officials, emergency management response personnel, and the public.

4.10.1 The Emergency Management Program has a training plan that addresses the hazards identified in Standard 4.1.1 and includes the following:

- (1) goals and objectives;
- (2) training needs assessment;
- (3) curriculum;
- (4) course evaluations;
- (5) training records; and
- (6) a records retention schedule.

4.10.2 The training needs assessment addresses the following:

- (1) all personnel with responsibilities in the Emergency Management Program;
- (2) key public officials; and
- (3) internal and external requirements.

4.10.3 The Emergency Management Program training is regularly scheduled and is based on the following:

- (1) training needs assessment;
- (2) internal and external requirements; and
- (3) goals and objectives of the training program.

4.10.4 Personnel receive and maintain training consistent with their current and potential responsibilities.

4.10.5 Records are maintained for the training program and include the following:

- (1) the types of training planned and conducted; and
- (2) the names of those who received training.

4.10.6 The Emergency Management Program has a maintenance process for its training plan identified in Standard 4.10.1, including a method and schedule for evaluation and revision.

4.11: Exercises, Evaluations, and Corrective Actions

Overview

An Accredited Emergency Management Program has an exercise, evaluation, and corrective action program that regularly tests emergency personnel's knowledge, skills, abilities, and experience, and the plans, policies, procedures, equipment, and facilities.

4.11.1 The Emergency Management Program has an exercise, evaluation, and corrective action plan based on the hazards identified in Standard 4.1.1.

4.11.2 The Emergency Management Program evaluates personnel, plans, procedures, equipment, and facilities through a variety of initiatives, which can include the following:

- (1) periodic reviews;
- (2) testing;
- (3) post-incident reports;
- (4) lessons learned;
- (5) performance evaluations;
- (6) exercises; and
- (7) real-world events.

Products of these evaluations are documented and disseminated within the Emergency Management Program, including to stakeholders and selected partners.

4.11.3 The Emergency Management Program has a process for corrective actions that prioritizes and tracks the resolution of deficiencies.

4.12: Emergency Public Information and Education

Overview

An Accredited Emergency Management Program has a Public Information and Education function that outlines public education and information activities for the different hazards to which the Program responds.

4.12.1 The Emergency Management Program has a plan for crisis communications, public information, and education functions. The plan is designed to inform and educate the public through various media about the hazards identified in Standard 4.1.1, threats to public safety, and risk reduction. The plan provides for the dissemination of information to protect public health and safety, including response to public inquiries and rumors.

4.12.2 The Emergency Management Program has the following:

- (1) central contact for the media;
- (2) trained spokespersons designated to deliver the Emergency Management Program's message, appropriate to hazard and audience; and
- (3) pre-scripted information bulletins about hazards, preparedness measures, and protective actions.

4.12.3 The Emergency Management Program conducts outreach activities that address the hazards identified in Standard 4.1.1 for the public, including at-risk populations.

4.12.4 The Emergency Management Program has joint information system procedures to:

- (1) coordinate and authorize information for release;
- (2) disseminate information through various media;
- (3) communicate with at-risk populations;
- (4) interface with public officials/VIPs; and
- (5) respond to public inquiries and provide rumor control.

4.12.5 The Emergency Management Program has joint information center procedures to address the following: (1) activation; (2) operation; and
(3) deactivation.

4.12.6 The procedures identified in Standards 4.12.4 and 4.12.5 are tested on an established schedule, results documented, and corrective actions addressed.

4.12.7 The Emergency Management Program has a maintenance process for the plan and procedures identified in Standards 4.12.1, 4.12.4, and 4.12.5, including a method and schedule for evaluation and revision.

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APPENDIX B

Comprehensive Emergency Management Plan Review and Recommendations, dated January 2024, from the Washington State Emergency Management Division. State consistency reviews will follow the recommendations identified in Tier III. Tier II identifies the next logical step in the planning process and should be considered guidance to assist with state-wide planning coordination; Tier II is not a requirement, but highly suggested to better prepare your jurisdiction. Tier I identifies entirely optional, accreditation-related elements and remains dependent on individual jurisdictions' preparedness goals, capabilities and resources; Tier I is not a requirement.

TIER III – Lawful Requirements		
CEMP Location Recommendation to Meet Legal Obligations Reference		
Basic Plan – Approval Document	Ensure the approval document is signed by either the Emergency Management Director or the senior elected official.	Chapter 118-30, WA CEMP, CPG 101
Basic Plan – Responsibilities	Your plan did a good job addressing Preparedness and Response Phases. Consider discussing the activities represented or categorized by the Mitigation and Recovery phases. Discuss not only the process you have regarding mutual aid, but also how those agreements alter your responsibilities. Many responsibilities are added or changed, and it is important to know the expectations pertaining to all stakeholders involved.	Title 38.52 RCW, Chapter 118-30 WAC, WA CEMP, CPG 101, National Response Framework
All ESFs – Summary or statement of Role in Mitigation and Recovery Activities	While your ESFs do a well job describing preparedness and response activities, they lack a connection to Mitigation and Recovery	WA CEMP

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	activities. Please reach out EMD Planners for assistance if needed.	
All ESFs – Resource Requirements	Consider including a Resource Requirements section to your ESFs. Resource Requirements can discuss items that an individual may need to fill the role (e.g. specific trainings, materials, access to systems or facilities, etc.).	E.O. 13166, EPCRA, Title 38.52 RCW, SSB 5046 LEP, Prevention Framework, Protection

TIER III – Lawful Requirements CEMP Location Recommendation to Meet Legal Obligations Reference		
		Framework, WA CEMP
All ESFs – Terms and Definitions	Consider what technical information was discussed that may need additional clarification. Terms and definitions to include in these sections are specific to the ESF in question. General terms that apply to the CEMP as a whole or those that apply to the Basic Plan's content should be included in the Basic Plan.	Chapter 118-30 WAC, WA CEMP
ALL ESFs – Appendices/ Attachments	Please include an Appendices/Attachments or References and Supporting Plans section. This section serves to point to guidance or documents (forms, checklists, etc.) which exists to support the ESF and that they may use in their roles. An example of something which would be found or referenced in these sections would be a debris management plan, an unsolicited donations plan, a reference to your volunteer management plan, etc.	Chapter 118-30 WAC, WA CEMP, CPG 101

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ESF 3 – Debris Management	Include a reference to a Debris Management Plan. Debris management is a complicated, costly, and time-consuming process which can constitute a plan in and of itself. If a significant disaster were to occur and your jurisdiction were to be eligible for Public Assistance, Debris Management could become covered under cost share. For additional planning considerations please consult FEMA 325 Public Assistance: Debris Management. This guide can assist with the development of a Debris Management Plan that is relevant even if Public Assistance is not available.	Chapter 118-30 WAC, The National Planning Frameworks, WA CEMP, CPG 101
ESF 7 – Mutual Aid	Discuss the procedures to provide projected or anticipated costs, as well as the reimbursement process when mutual aid agreements are activated. Also, consider including as attachments any checklists and forms for requesting and providing assistance.	Title 38.56 RCW, WA CEMP, CPG 101
ESF 7 – Credentialing System	In conjunction with resource typing, a requirement of NIMS is to establish a credentialing system. Credentialing is essential to the emergency management community because it verifies the identity and attributes (e.g., affiliations, skills or	PPD-8, Chapter 118-30 WAC, WA CEMP, CPG 101

TIER III – Lawful Requirements

CEMP Location Recommendation to Meet Legal Obligations Reference

	privileges) of response team members through standards. The standards allow the community to plan for, request and have confidence in resources deployed from other jurisdictions for emergency assistance. Credentialing also ensures that personnel resources match requests and support effective management of deployed responders. This FEMA resource may assist with content to include:	
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	National Incident Management System: Guideline for the Credentialing of Personnel https://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf	
ESF 7 – Resource Typing	Discuss how your jurisdiction maintains a list of NIMS typed resources and inventorying. If you do not use NIMS typed resources, describe the typing system/methodology that you do use.	PPD-8, Chapter 11 8-30 WAC, WA CEMP, CPG 101
ESF 7 – Unsolicited Donations	Consider addressing or developing a plan which covers the management of unsolicited donations.	Chapter 118-30 WAC, WA CEMP, CPG 101
ESF 13 - Evacuations	Discuss any planning efforts to facilitate evacuations. This discussion could touch on methods, processes, or link back to existing plans.	Title 38.52 RCW, SSB 5046 LEP, Chapter 118-30 WAC, WA CEMP

TIER II – State Suggestions CEMP Location Recommendation to Meet Legal Obligations Reference		
Basic Plan – Approval Document	Consider discussing authorities and decision making policies in either your approval document or the delegation of authority if the senior or appointed officials were absent.	WA CEMP, CPG 101

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Basic Plan	The CEMP advises citizens to have supplies and resources for 3 days, with a week being recommended. Currently, EMD recommends that all citizens on the western side of the Cascades to be prepared for 2 weeks based on the results from the 2016 Cascadia Rising Exercise.	WA CEMP
Basic Plan – Concept of Operations	Consider adding a disclaimer statement of Whole Community incorporation throughout the CEMP, including all appendixes, attachments, etc.	Chapter 118-30 WAC, The National Planning

TIER II – State Suggestions CEMP Location Recommendation to Meet Legal Obligations Reference		
		Frameworks, WA CEMP, CPG 101
Basic Plan – Concept of Operations	There are many elements that can be addressed in the Concept of Operations section of the Basic Plan relating to three elements, or Core Capabilities, which impact all Mission Areas. The first is Planning, the second is Public Information & Warning, and the third is Operation Coordination. Your plan did a good job of addressing Operational Coordination but could use additional information on how Planning and Public Information & Warning play a part in the Preparedness Cycle.	The National Planning Frameworks, WA CEMP

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Basic Plan – Direction, Control, & Coordination	Part of the Comprehensive Emergency Management Plan should include a description of the activities taking place in the other mission areas (i.e. Prevention, Protection, Mitigation, Recovery). While your Annexes show some of this planning consideration, the Basic Plan is meant to describe the relationships between these mission areas/planning efforts/etc. The State CEMP is currently moving in this direction with its own Plan which is the reasoning behind offering this recommendation and the previous one as a suggestion for future updates to your CEMP.	The National Planning Frameworks, WA CEMP
Basic Plan – Direction Control & Coordination – Staging Areas	When discussing multi-jurisdictional coordination, there is an opportunity to discuss how your jurisdiction would coordinate vertically in order to establish logistical staging areas.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
Basic Plan – Responsibilities	There are many tasks and abilities that Departments/Agencies (at all levels of government), the private sector, community organizations, and individuals should be participating in and accomplishing based on the guidance offered by the National Planning Frameworks. The Responsibilities	The National Planning Frameworks, WA CEMP, CPG 101

TIER II – State Suggestions

CEMP Location Recommendation to Meet Legal Obligations Reference

	section is an opportunity to not only address what capabilities are, but what they should be. This section should also be considered a place to set expectations. For more information on stakeholder responsibilities, consult the CEMP Evaluation Checklist – Tier II Suggestions tab. Overall, this section was well-written, there were just a few pieces missing.	
Basic Plan – Finance	Consider discussing how grants are managed in your jurisdiction. For example, consider how the Homeland Security Regions participate in grants management and also how the individual jurisdictions within the region participate in the process. There may be other EM grant funded initiatives and projects that operate outside of the HLS Region, consider discussing what is done to manage those grants as well. Also, Consider briefly discussing the impact and role of insurance for recovering from the impacts of emergencies and/or disasters.	National Disaster Recovery Framework, WA CEMP
Basic Plan – Development and Maintenance	Briefly discuss the promulgation process that your CEMP goes through in order to become approved by your jurisdiction's appointed and/or senior leadership.	WA CEMP, CPG 101

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Basic Plan – Annex Relationship	The Basic Plan is meant to contain the information that is relevant to all other attachments/sections/annexes/etc. of the CEMP. There are several elements contained within your Annexes that are not needed and could be better identified in your Basic Plan. If you can ask the question, “does this statement apply to all other Annexes?” then it could be most beneficial to remove it from the Annex and tie it into the Basic Plan.	General Recommendation
ESF 1 – Incident Management	Building off the described incident management measures implemented for roadways, consider describing what incident management practices will be implemented	WA CEMP

TIER II – State Suggestions CEMP Location Recommendation to Meet Legal Obligations Reference		
	for those involving Pipelines, and Railroads. Even if your jurisdiction has no capabilities to perform either of these a discussion should still occur concerning who manages those specific incident types and how your jurisdiction assists or coordinates (e.g. provides traffic control in affected areas, provides specific transportation resources, etc.). Also, include a statement of coordination with ESF 11 to provide transportation services for supplies.	

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ESF 2 – AFN Communication Systems	Identify existing communication systems that will be used to communicate with Access and Functional Needs populations. These systems might include: • Text Telephone (TTY) • Telecommunication Device for the Deaf (TDD) • Telecommunications Relay Service (TRS) Video Relay Service (VRS), etc.	WA CEMP, CPG 101
ESF 2 – COP	Describe the actions and activities that this ESF conducts to establish and maintain a Common Operating Picture.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 2 – Notifications	Describe the actions taken to notify neighboring jurisdictions that an incident has occurred.	WA CEMP, CPG 101
ESF 2 – Frequencies	Considering adding a table in this ESF which identifies the various frequencies that response organizations operate on.	WA CEMP, CPG 101
ESF 2 – Alternate 9-1-1	Consider discussing alternative methods for essential communications if 9-1-1 or other dispatch centers are out of operation.	WA CEMP, CPG 101

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ESF 4 – Firefighting Assistance Agreements	The ESF 4 Annex made frequent references to Firefighting Agreements but did not detail how those agreements would be implemented (or the process to implement them). Please detail what these agreements entail and how they are implemented.	National Response Framework, WA CEMP, CPG 101
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TIER II – State Suggestions CEMP Location Recommendation to Meet Legal Obligations Reference		
ESF 4 – Fire Incident Management	Consider detailing the actions and processes that take place to specifically address Wildland and Urban Fires (as separate considerations).	National Response Framework, WA CEMP, CPG 101
ESF 4 – Special Technical Teams	Consider identifying the existence of any Special Technical Teams that may exist within your jurisdictions Fire Departments (e.g. Urban Search and Rescue, Heavy Rescue/Light Rescue, Swift Water Rescue Teams, Confined Space Rescue, HAZMAT technicians). If any of those resources do exist, describe their capabilities and responsibilities.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101

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ESF 5 - Communications	Consider providing a description of how direct communications is established between responders, IC, and the EOC during response. This information also helps establish how a common operating picture is established and maintained throughout an incident.	WA CEMP, CPG 101
ESF – 5 Public Information Management	Consider discussing the consideration for the unplanned arrival of individuals and volunteer group as well as integration of unplanned assistance from community members or neighboring jurisdictions.	WA CEMP, CPG 101
ESF – 5 EOC Layout/Org Chart	Consider including diagram/organizational chart of EOC and/or alternate EOC	WA CEMP, CPG 101
ESF 6 – Shelter Inspection and Qualification	Discuss how site are chosen for use as shelters. Also discuss what qualification methods are used to determine a site's suitability. Many plans reference the Red Cross as the organization to establish shelters; however, every jurisdiction should be prepared to supplement efforts before, during, and after an incident. This is especially relevant in large disasters where the capabilities of the Red Cross are reduced or unavailable. Consider using the Red Cross's own shelter inspection and	WA CEMP, CPG 101

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	qualification manual to use in this effort. (ARC) Sheltering Handbook: Disaster Services	
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TIER II – State Suggestions CEMP Location Recommendation to Meet Legal Obligations Reference		
	https://crcog.org/wp-content/uploads/2017/12/American-Red Cross-Sheltering-Handbook.pdf (FEMA & ARC) Shelter Field Guide http://www.nationalmasscarestrategy.org/wp-content/uploads/2015/10/Shelter-Field-Guide-508_f3.pdf	
ESF 6 – Shelters	There were a couple additional elements that should be addressed when describing this ESF. The first is the establishment of reception centers at shelter locations (not to be confused with disaster recovery centers). The second is the procurement, delivery, and disbursement of emergency relief supplies.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 6 - Shelters	Consider discussing the process and procedures to address unaccompanied children, registered offenders, or household pets when they arrive at shelters.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101

FROM RELIANCE TO READINESS

ESF 6 – Shelter Communications & Operations	Consider discussing more information regarding what communications are established and maintained for sheltering operations. Important areas to consider are what information collection and dissemination efforts will be conducted between the various stakeholders, such as between shelters and the media or shelters and evacuees. Another consideration to discuss is the process and procedures to address unaccompanied children, registered offenders, or household pets when they arrive at shelters. [Recommendation can be found on the CEMP Evaluation Checklist Tier II – Suggestions tab under ESF 6]	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 7 - Credentialing	Consider discussing how personnel who fulfill an ICS position are credentialed to be considered capable or qualified to meet the roles and responsibilities.	Prevention Framework, Protection Framework, WA CEMP, CPG 101
ESF 8 – Incident Management	Consider discussing how the following elements are coordinated or describe the actions that will be taken for this ESF to: • Track patients; • Decontaminate survivors and responders.	National Response Framework, National Disaster Recovery

TIER II – State Suggestions		
CEMP Location Recommendation to Meet Legal Obligations Reference		
		Framework, WA CEMP, CPG 101

FROM RELIANCE TO READINESS

ESF 9 – Search and Rescue	Consider identifying and describing how to monitor distress communications; track and locate distressed personnel; coordinate and execute rescue operations, including extrication or evacuation.	WA CEMP, CPG 101
ESF 10 – Concept of Operations	While a separate review is conducted for ESF 10/LEPC Plans by EMD's LEPC Planning Team, there are a few elements that are addressed in FEMA guidance. Consider discussing the following: • Waste disposal methods/processes; • Implementing storage options; • Implementing treatment options. Even if your jurisdiction does not participate in the process (i.e. Department of Ecology takes care of the waste), ESF 10 should briefly describe/highlight who is participating in these activities and if any coordination is involved.	National Mitigation Framework, National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 11 – Animal and Plant Diseases	Discuss how the jurisdictional will respond in the event of animal and plant disease. Additionally, consider the potential economic impact of devastating animal/zoonotic/plant diseases.	WA CEMP, CPG 101
ESF 11 – Natural, Cultural, and Historical Resources	A commonly unaddressed area of planning involves the consideration of natural, cultural, and historic resources. Consider identifying how your jurisdiction will preserve, rehabilitate, recover, and restore these resources.	National Mitigation Framework, National Recovery Framework, National Disaster Recovery Framework, WA CEMP, CPG 101

FROM RELIANCE TO READINESS

ESF 14	ESF 14 has been superseded by the development of the National Disaster Recovery Framework and is being replaced in the National Response Framework to coordinate lifelines. While a Long-Term Recovery annex is no longer necessary, you may opt to keep it (consider renaming to ESF	NRF, NDRF, WA CEMP
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TIER II – State Suggestions CEMP Location Recommendation to Meet Legal Obligations Reference		
	21, or 22, etc. to maintain consistency with guidance) or use it to begin building a Recovery Plan to compliment your response efforts (for more information talk to the EMD Recovery Coordinator about the implementation of the Washington Restoration Framework).	
ESF 15 – AFN Communications	Consider describing the specific emergency notification activities your jurisdiction does/has planned for related to AFN and LEP communities. Discuss what pre-scripted messages have been, or need to be, completed. Discuss the specific interpretation services to be used, the significant population segments which must be addressed according to the 5% or 1000 people requirements, etc.	National Planning Frameworks, WA CEMP, CPG 101

FROM RELIANCE TO READINESS

ESF 15 – Notices	The topics covered within ESF 15 encompass aspects of nearly all of the activities of other ESFs and is therefore a difficult Support Annex to develop. Considering this, your ESF 15 Annex demonstrates a high-level of development and forward thinking. There are only a few considerations which can be addressed. Discuss how information pertaining to the potential impacts of secondary hazards is relayed to the public. Discuss mechanisms which will be in place for the family reunification process. Discuss the notifications provided for emergency transportation information. Lastly, discuss the possibility of providing announcements for upcoming community meetings (i.e. involving state officials, local authorities, damage assessments, etc.).	National Response Framework, National Disaster Recovery Framework, WA CEMP
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TIER I – Optional		
CEMP Location Recommendation to Meet Legal Obligations Reference		
General	The biggest concern with accreditation entities and requirements, is detailed	EMAP

TIER I – Optional		
CEMP Location Recommendation to Meet Legal Obligations Reference		
	explanations of process and procedures. It is often not enough to simply address that you perform an activity, but rather explain each step of the process involved to accomplish such activities.	

FROM RELIANCE TO READINESS

Basic Plan	Develop and/or reference a multi-year strategic plan complete with goals, objectives, milestones, and implementation methods.	EMAP 3.1.1
Basic Plan – Concept of Operations	Discuss some basic NIMS concepts (i.e. modular, unified command process, span of control, etc.)	EMAP 4.5.1
Basic Plan - Communications	There are a lot of elements to try and provide methods and processes regarding crisis communication, public information, and education.	EMAP 4.11.1 - 4.11.4
Basic Plan - Development and Maintenance	A training and exercise program contains numerous components. Accreditation is primarily concerned with the methods used to train, exercise, and track all this data.	EMAP 4.9 - 4.10

Additional Considerations CEMP Location Recommendation	
Basic Plan - Development and Maintenance	The CEMP Review is now a 5-year cycle. Your plan states that it will be reviewed by the state every 4 years. Please update this to match this updated requirement, per RCW 38.52.
Basic Plan – Situation Overview – Hazard Assessment Summary	Consider adding a hazard-probability matrix in this section so that each hazard can be visually identified alongside its impact and probability of occurrence. Generally, this information is already contained within your Hazard Mitigation Plan but is helpful to add context to why the CEMP is important.
ESF 6: Mass Care - ARC	While it is fairly common to rely on the support and capabilities of the American Red Cross, your own capabilities should not be discounted. Consider investing in planning efforts focused on what the capabilities of the County and its Cities are capable of in comparison of those of the ARC. If a significant or widespread disaster were to occur, then the capabilities and resources of the ARC would be severely diminished and prove to be insufficient. Therefore, it is advised that you work closely with them to develop your own

Additional Considerations

CEMP Location Recommendation

plans based on your capabilities which can be instituted in a worst-case scenario. At the very least (as the former is no small task), consider reviewing the ARC's procedural manuals so that you can describe how the ARC accomplishes certain capabilities. For example, examine what methodology the ARC uses in shelter site selection, qualification, and operations. This can be incorporated into your ESF 6 annex in the case that the ARC is not able to assist you immediately following a disaster or emergency.

DRAFT



CITY OF KENMORE EMERGENCY MANAGEMENT

Reliance to Readiness

AGENDA

Introduction

Methodology

Standards Based Gap Analysis

Recommendations

Sample Implementation Framework

EMERGENCY MANAGEMENT

*When we succeed,
its invisible.*

*When we fail,
its headline news.*

*In both cases, we fight to
justify our existence.*



INTRODUCTION ~ FERGUSON CONSULTING

- Specialize in executive leadership and operation of emergency management programs.
- 35 years of experience in all aspects of EM, retired as director of Pierce County Department of Emergency Management
- Former member of FEMA's National Advisory Council
- Analyst/SME for Naval Postgraduate School Center for Homeland Defense and Security Executive Education Program
- Emergency Management Accreditation Program Commissioner

METHODOLOGY

Interviews:

- Conducted with select staff and regional partners.
- Opinions are important, but not relevant to the existence of documentation.

Standards-based gap analysis

- Assessed program against industry standards for administrative documentation and readiness.
- Considered State and Local legal requirements

Important: This analysis does not judge individual performance. A documented gap does not mean the program is not doing a good job.



The establishment of and reliance on NEMCo created a solid foundation. Since then, Kenmore's needs have changed and the transition to readiness requires a different approach.

GAP ANALYSIS

- Strategic Plan
- Recovery Plan
- COOP/COG
- Resource Management Plan
- Training
- Exercise, Evaluation and Corrective Actions

RECOMMENDATIONS

- Complete a Strategic Plan.
- Exit from or repurpose Northshore Emergency Management Coalition Interlocal Agreement.
- Hire an emergency manager and place responsibility for the program in the Public Works Department.
- Provide visible support from leadership to sustain the emergency management culture.

IMPLEMENTATION FRAMEWORK (SAMPLE)

OBJECTIVE	KEY ACTIONS	TIMELINE
Governance and staffing	Hire staff, form advisory committee	Q1-Q2
Complete Strategic Plan	Follow established standards	Q1-Q2
Conduct training needs assessment	Follow established standards	Q3
Focus on City readiness	Continuity of Operations Plans, Continuity of Government Plan	Q3-Q4
Develop operational procedures	Sustainment of program depends on written procedures	Q3

THANK YOU

Jody Ferguson, Ferguson Consulting

360-628-3589

fergusonjody2018@gmail.com

Interlocal Agreement for Regional Emergency Management

**Kenmore
Lake Forest Park
King County Fire District 16**

This interlocal agreement for regional emergency management (“Agreement”) is made pursuant to the interlocal Cooperation Act, Chapter 39.34 RCW, by and between the following parties:

- The City of Lake Forest Park, a Washington State municipal corporation, (“LFP”)
- The City of Kenmore, a Washington State municipal corporation, (“Kenmore”)
- King County Fire District No. 16, a Washington State special purpose district and municipal corporation, (“KCFD16”)

LFP, Kenmore, and KCFD16 are also referred to collectively as “Parties” and individually as “Party.”

RECITALS

1. LFP and Kenmore are adjacent cities located along the north shores of Lake Washington. KCFD16 is a local municipal service provider to LFP and Kenmore (See Exhibit “A” for boundaries of the Parties).
2. Each Party has responsibilities and obligations to prepare for emergencies. Pursuant to RCW 38.52.070, LFP and Kenmore are required to establish local organizations for emergency management. LFP and Kenmore have established a joint local organization for emergency management, as authorized by RCW 38.52.070 (also known as a joint emergency management organization). The same requirement does not apply to KCFD16.
3. The Parties agree that it is in the best interest of their local communities to administer and coordinate their emergency management plans and programs.

AGREEMENT

To that end, the Parties agree as follows:

1. Purpose. The purpose and intent of this Agreement is to provide an efficient mechanism for the effective administration and coordination of emergency management plans and programs to protect the public peace, health, and safety, as well as to preserve the lives and property of the people served by the Parties, to ensure the continuation of services during emergencies, and the assist in the recovery of the community after disaster events.
2. Effective Date and Duration. This Agreement shall take effect January 1, 2025. This Agreement shall remain in effect for a period of 12 months (December 31, 2025) (“Term”). This Agreement replaces the Interlocal Agreement effective between the Parties on January 1, 2017.

3. Termination. Following the end of the Term, this Agreement shall automatically terminate. All Parties are responsible for any residual liabilities, obligations or costs incurred prior to the termination of this Agreement.
4. No Separate Entity. This Agreement establishes a joint operation of the Parties and does not create a separate legal entity. The joint operation shall be called the “Northshore Emergency Management Coalition” or “NEMCo.”
5. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other enterprise between the Parties.
6. Administration. Subject to the directives of the “NEMCo Board” established in Section 11 below, LFP shall serve as the Lead Agency (“Lead Agency”) for the Parties and NEMCo personnel. As Lead Agency, LFP shall supervise an employee to serve as the Emergency Manager identified in Section (11), who shall administer and coordinate the joint operation, oversee and supervise all agreements of the Parties made on behalf of NEMCo, act as the direct supervisor for all personnel authorized by NEMCo, and serve as the point of contact for the Parties. The Lead Agency shall be the employer of record for the Emergency Manager and all necessary personnel authorized by NEMCo, as well as contract for goods and services in its own name on behalf of NEMCo. The Lead Agency shall share all reports, documents, and written work products with all Parties.
7. Emergency Manager. The Parties shall be responsible for the appointment and termination of an Emergency Manager. The Emergency Manager shall have experience in the management and operations of an Emergency Operations Center (EOC) and the management and coordination of community volunteer groups such as Community Emergency Response Teams (CERT), RACES, and similar in support of emergency response. The Emergency Manager is an “at will” position and may be terminated from such position upon the unanimous vote of the Board of Directors, with or without cause.
8. Governance. A decision-making body, called the “NEMCo Board of Directors” or “NEMCo Board,” shall govern and administer this Agreement and direct the Emergency Manager’s actions, functions, and duties to ensure consistency with the terms and conditions of this Agreement, applicable Comprehensive Emergency Management Plans, and other Emergency Management Papers, pursuant to RCW 38.52. Each Party shall appoint a representative to the NEMCo Board and meet at least quarterly. The NEMCo Board may also meet at other times as is determined by its members and, at the request of one Party for a special or emergency meeting, the NEMCo Board shall meet within a reasonable time after the request. The NEMCo Board meetings shall operate in accordance with the traditional ‘Robert’s Rules of Order’ and strive to make decisions by consensus. Voting shall be on a ‘one Party, one vote’ basis. Other than votes to increase NEMCo’s operating budget or expenditures, which require unanimous vote, voting that results in a tie shall be resolved by a weighted vote, using the percentage share of Section 14. All NEMCo Board of Director meetings shall comply with all provisions of the Washington Open Public Meetings Act and Public Records Act. Ch. 42.30 RCW and Ch. 42.56 RCW. A community based advisory committee, called the “Northshore Emergency Management Council” or “NEMCo Council,” shall be formed and administered by the Emergency Manager. The NEMCo Council will be comprised of business leaders, emergency service providers, school representatives, community associations, and other key community members from throughout the joint

jurisdictions of the Parties. The NEMCo Council will meet quarterly, under the direction of the Emergency Manager, to discuss and coordinate emergency preparedness efforts with a focus on ensuring a comprehensive and holistic approach to emergency management throughout the jurisdiction of the Parties.

9. Operating Budget. NEMCo's operating budget of \$182,722 for 2025 consists of the costs necessary to employ and retain the services of an Emergency Manager, as well as any other authorized personnel, with approved salary, benefits, and overhead. Any other costs incurred by the Lead Agency or any Party for or on behalf of NEMCo must be approved in advance by the NEMCo Board. The NEMCo Board shall meet in the third quarter of each calendar year to approve and finalize the operating budget for the following calendar year.
10. Contribution Payments. The non-Lead Agency Parties shall pay their respective shares of the approved annual operating budget to the Lead Agency by January 31st of 2025. The Lead Agency shall not send a bill, invoice, or reminder.
11. Cost Sharing. Each Party shall be responsible for its own internal costs of participating in NEMCo, such as costs for staff time and facilities used for pre-emergency planning, training, and meeting. All costs incurred by the Lead Agency on behalf of NEMCo shall be shared as follows:

Party	Total	LFP	Kenmore	KCFD16
Percentage Share (for Term)	100%	45.89%	45.89%	8.3%
2025 Operating Budget	\$182,722	\$ 83,861	\$83,861	\$15,000

12. Finance and Accounting Services. As an additional contribution to NEMCo the Lead Agency will provide finance and accounting services for the Parties, at its own cost, according to this Agreement, and will maintain a separate fund in its accounting system for this purpose.

16. Reconciliation. Within thirty (30) days after the end of the Term, the Lead Agency shall prepare and deliver to the Parties a reconciliation of expenditures and fees collected for the previous calendar year. Any surplus resulting from the reconciliation for 2024 shall be either shared by the Parties proportionally, based on the cost-sharing percentages in Section 14 above, shall be credited against the following year's contributions to NEMCo, based on the proportional cost-sharing percentages. The NEMCo Board shall decide which option shall be used during the third quarter budget discussion noted in Section 12 above. Any surplus resulting from the reconciliation for 2025 shall be shared by the Parties proportionally based on the cost share percentage in Section 14.

13. Ownership of Property. Except as agreed otherwise by the Parties in writing, the title to property owned by a Party and used by NEMCo shall not be transferred to NEMCo or any other Party. The Parties must agree unanimously in advance to the acquisition or lease of new property purchased as part of the overhead for NEMCo discussed in Section 12 above. Unless agreed otherwise by the Parties, such property shall be jointly owned by all Parties and be operated under the oversight of the Emergency Manager. Said property will be inventoried annually by the Emergency Manager, who will provide a report of this inventory during the third quarter NEMCo

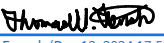
Board meeting. Upon the end of the Term, the Parties agree that all assets inventoried by the Emergency Manager shall be returned to the Party that owns them. The Parties agree to dispose of jointly-owned property acquired by NEMCo in a mutually agreeable manner and based on the proportional cost-sharing percentages set forth in Section 14.

14. Joint Emergency Operations Center (EOC). Whenever an EOC activation is necessary in response to a natural or human caused disaster within the city boundaries of LFP or Kenmore, the Parties agree to operate together from a joint facility. Shoreline Fire Station 51, property of KCFD16, has been identified as the primary EOC location, with LFP City Hall being identified as the secondary EOC location. A tertiary EOC location will be maintained at Kenmore City Hall, however this EOC system will be designed to be a mobile EOC to allow for the maximum potential for all Parties to maintain the continuity of operations and/or government during a disaster event. Activation of the EOC should occur whenever circumstances warrant it or when requested by one or more of the Parties. The Emergency Manager will be responsible for maintaining the functionality of all EOC locations, as well as developing and advising the Parties on critical incidents that would warrant various levels of EOC activation.
15. Emergency Management Plans and Programs. To provide a more comprehensive response to a natural or human caused disaster within the boundaries of LFP or Kenmore, the Parties agree that regional emergency management plans, to include a Regional Comprehensive Emergency Management Plan, and emergency response programs, such as the maintenance of a corps of volunteer emergency workers, shall be coordinated by NEMCo. It will be the responsibility of the Emergency Manager to maintain any applicable plans and programs, as well as supervise, train, and retain a group of volunteer emergency workers utilizing FEMA supported programs such as Community Emergency Response Team, Radio Amateur Civil Emergency Service, or Auxiliary Communications Services.
16. Administrative Services. In addition to the space for the primary EOC mentioned in Section 18 above, KCFD16 agrees to provide NEMCo and its authorized personnel with suitable office space, storage for NEMCo property and EOC equipment, appropriate training areas for the education of the community and volunteer corps, and administrative support from its staff, to include the use of community office supplies, printers, and internet. In exchange for these services, KCFD16 will pay a reduced portion of the cost-sharing as reflected in Section 14 above.
17. Mutual aid. During an emergency, each Party, via an authorized representative or through the Emergency Manager, is authorized to request assistance from any other Party for services outside of the regular roles and municipal duties of that Party. The requested Party is not obligated to fulfill any request, but if assistance is rendered, the requesting Party shall pay for the assistance on a time, equipment, and material basis.
18. Regular Agency Operations. Each Party shall continue to fulfill its respective municipal functions and duties without reimbursement from any other Party to this Agreement. Although the Parties are administering and coordinating their emergency management plans and programs under this Agreement, each Party shall retain full responsibility, discretion, and control over the application of these emergency plans, programs, and resources within their jurisdiction.

19. Indemnification. Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless, and indemnify each other Party, its officers, elected officials, agents, and employees while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damage, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's Participation and obligations under this Agreement. Each Party agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance Act provisions of Title 51 RCW.
20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties. No other persons shall be deemed to have any rights in, under, or to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF LAKE FOREST PARK

By: 
Tom French (Dec 13, 2024 17:52 PST)

Printed Name: Tom French

Title: Mayor

Date: 12/13/2024

CITY OF KENMORE

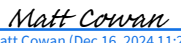
By: 
Rob Karlinsey (Dec 13, 2024 16:24 PST)

Printed Name: Rob Karlinsey

Title: City Manager

Date: 12/13/2024

KING COUNTY FIRE DISTRICT NO. 16

By: 
Matt Cowan (Dec 16, 2024 11:29 PST)

Printed Name: Matt Cowan

Title: Fire Chief

Date: 12/16/2024

NEMCO ILA 2025 FINAL

Final Audit Report

2024-12-16

Created:	2024-12-14
By:	Jessica Halterman (jhalterman@cityofflp.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyXEpeD0Ct6N5Mmk-zEvngiPreldqh3Cj

"NEMCO ILA 2025 FINAL" History

-  Document created by Jessica Halterman (jhalterman@cityofflp.gov)
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-  Signer tfrench@cityofflp.gov entered name at signing as Tom French
2024-12-14 - 1:52:38 AM GMT
-  Document e-signed by Tom French (tfrench@cityofflp.gov)
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Signature Date: 2024-12-16 - 7:29:00 PM GMT - Time Source: server

✔ Agreement completed.

2024-12-16 - 7:29:00 PM GMT

City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/28/2025

Subject/Topic:	Proposed Council Action/Motion:
Code Amendments to Title 18 KMC, Critical Areas, <i>for discussion</i> Department: Community Development Prepared by: Todd Hall, Principal Planner Attachments: 1. Presentation, prepared and presented by Osborne Consulting	☐ Information Only ☐ Receive and File ☒ Discuss ☒ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☐ Authorize ☐ Other:

Approvals:

Department Head	DB, 7/16/25	City Attorney	N/A	Finance Director	N/A	City Manager	SLL 7/17/25	Optional	N/A
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Summary/Background:

At the July 28 City Council meeting, staff and team members from Osborne Consulting will provide a short presentation and update on required amendments to the City's critical area regulations (Chapter 18.55 KMC) and other related chapters of the Kenmore Municipal Code (KMC).

The City is required to update some sections of the critical areas ordinance (CAO) and KMC to comply with Best Available Science (BAS). These updates are required to complete the periodic update of the CAO mandated by the Washington State Department of Commerce Growth Management Services Unit (Commerce) and must be completed and submitted no later than December 31, 2025. These will be completed by using Washington State Department of Fish and Wildlife (WDFW) guidance documents *Volume 1: Science Synthesis and Management Implications* and *Volume 2: Management Recommendations* as a source for BAS developed to support local jurisdictions designate and protect riparian ecosystems as critical areas.

Staff and the consulting team will return later in 2025 to present draft regulation amendments and also recommend that the Council hold a public hearing in October. Adoption of the ordinance is tentatively scheduled for November, prior to December 31, 2025, Commerce deadline.

Staff anticipate a complete review of critical area regulations and shoreline regulations in 2027-2029. The State mandates that the Shoreline Master Program is updated every ten years, next due June 30, 2029.

Previous Council Action(s):

In December 2024, the City Council adopted an updated Natural Environment Element of the Comprehensive Plan during the periodic update of the Plan.

Fiscal Consideration:

Osborne Consulting contract 23-C2294, Task Order 2, \$40,200 (4/2/25-12/31/25). The total consultant fee expenditure of \$40,200 is being covered by General Funds allocated in the Community Development Department 2025-2206 Budget.

City Council Priorities or Budget Objective Being Addressed:

Priority 1: "Continue to Implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation."

DRAFT - Critical Areas Ordinance Updates

City of Kenmore / July 28, 2025



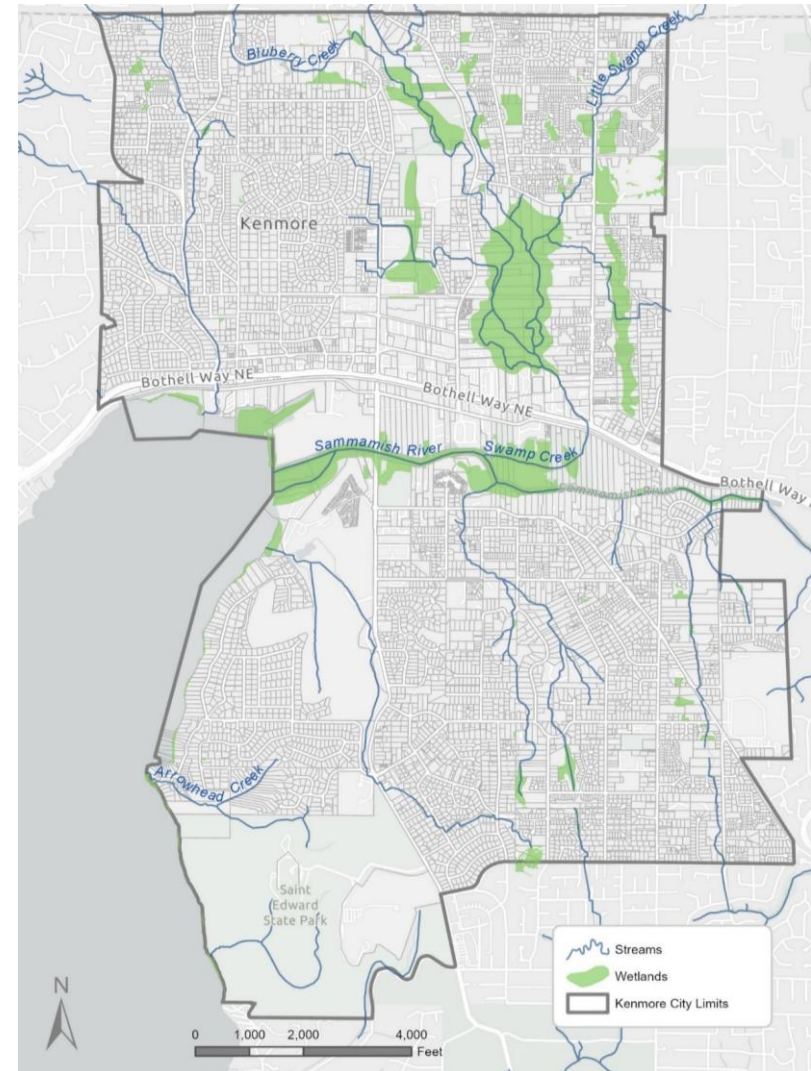
Todd Hall – Principal Planner, City of Kenmore
Brittany Chue – Senior Planner, City of Kenmore
Tarelle Osborn, P.E. – Principal, Osborn Consulting
Diana Halladay – Senior Biologist, Osborn Consulting





Agenda

- Project Purpose
- Project Scope of Work
- Project Schedule
- Critical Areas Overview
- WDFW Requirements
- Directional Items for Council
- Outcomes and Next Steps





Project Purpose



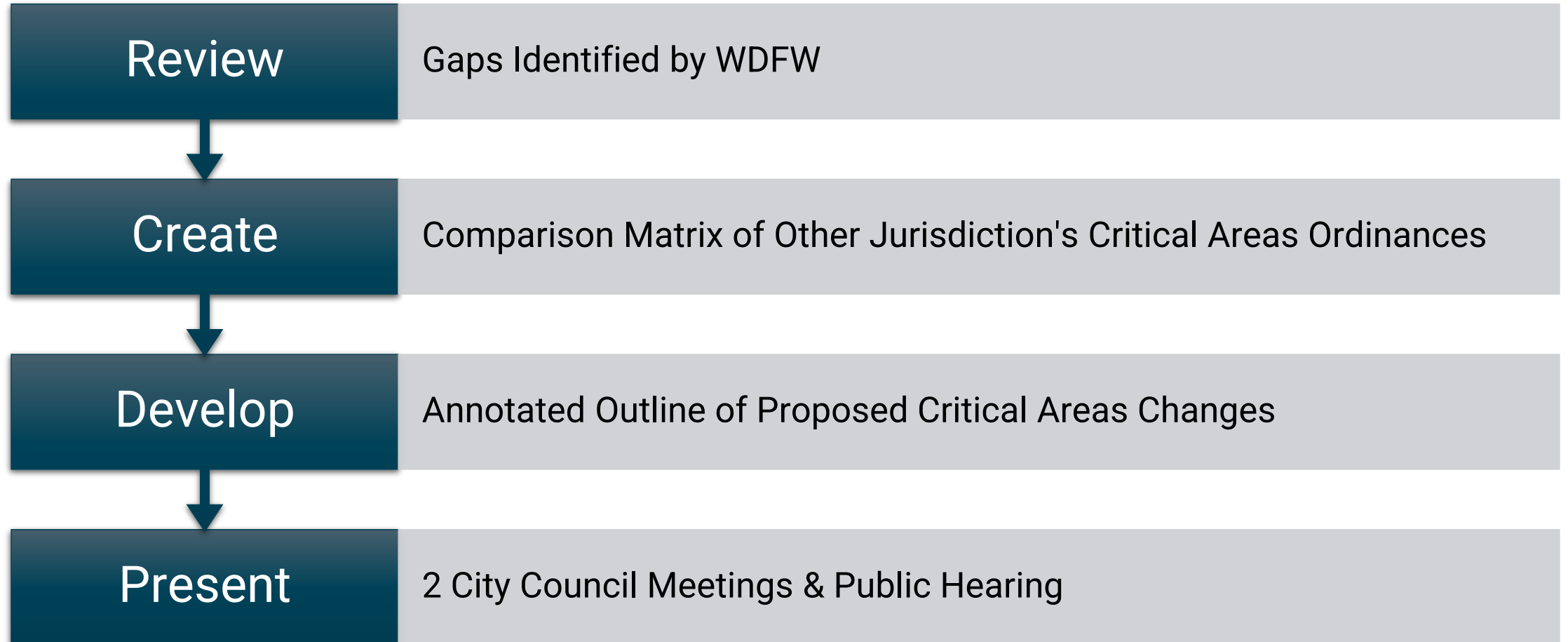
Required by Washington's Growth Management Act



Update sections of the critical areas ordinance and Kenmore Municipal Code (18.55) to comply with Washington Department of Fish and Wildlife (WDFW) requirements

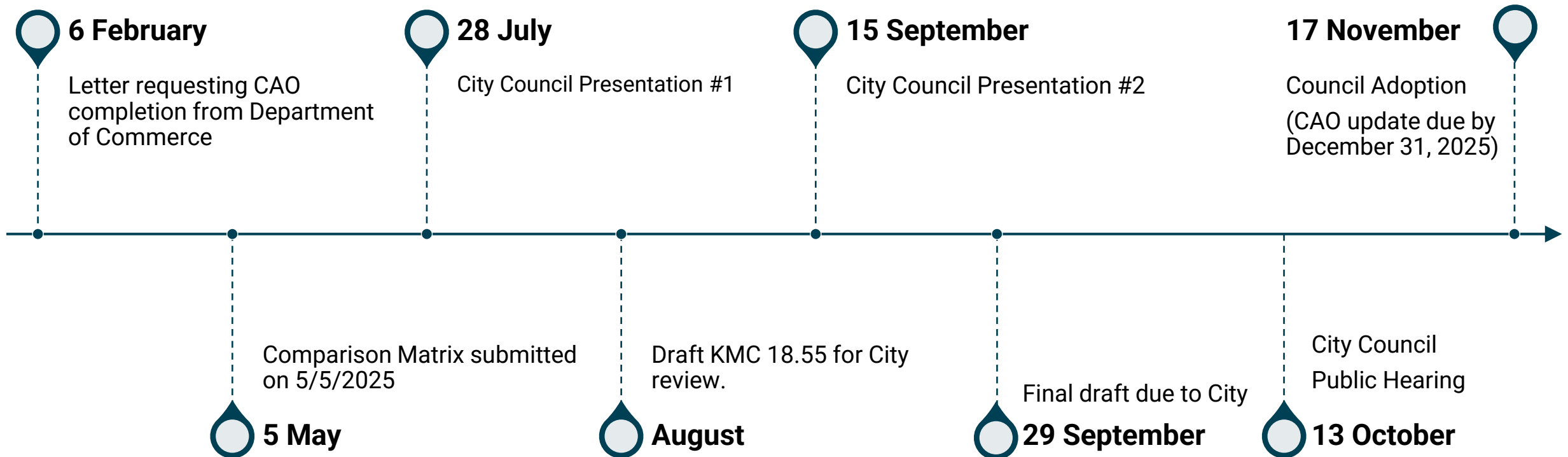


Project Scope of Work





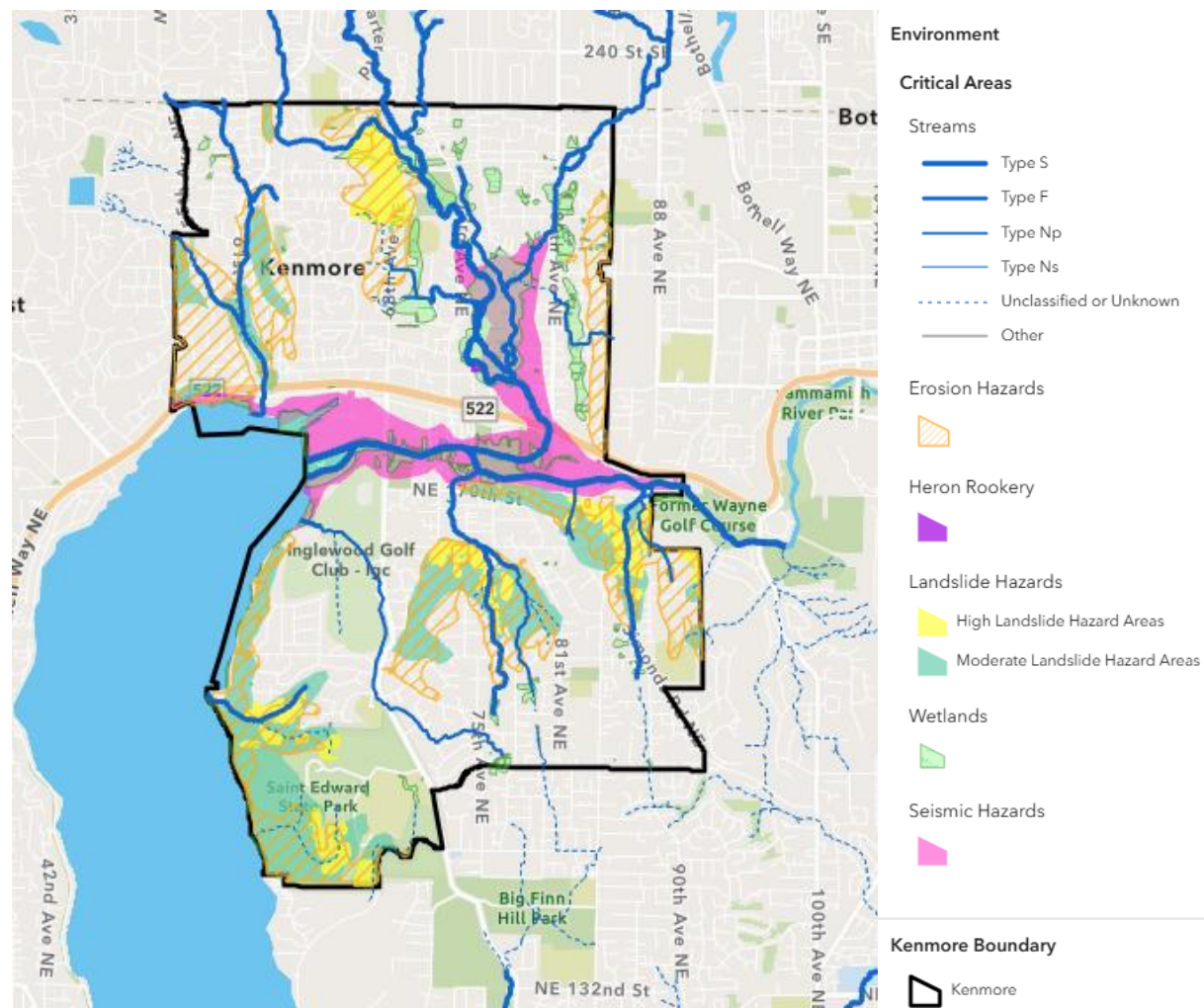
Project Schedule





Critical Areas

- Kenmore Municipal Code (KMC) Section 18.55.090 – Jurisdiction
 - Wetlands
 - Streams and Lakes
 - Fish and Wildlife Habitats of Importance
 - Geologically Hazardous Areas
 - Frequently Flooded Areas
 - Critical Aquifer Recharge Areas





WDFW References and Requirements



Guidance document: Riparian Management Recommendations
Volume 2: Management Recommendations



Riparian Management Zone Checklist for Critical Areas
Ordinances prepared by WDFW



All critical areas will be designated using best available scientific
information (BAS)



WDFW Comments

- Update Fish and Wildlife Habitat Conservation Areas (FWHCA)
- Include Riparian Management Zones (RMZs)
 - Riparian areas still considered 'buffers' in existing code
 - Designate as a type of FWHCA
 - Provide delineation methodology
 - Update various language for riparian protections, etc.
- Update Definitions
 - Critical areas
 - Riparian management zone / riparian stream corridor
 - Buffer or buffer area
 - Riparian ecosystem functions
 - Hazard tree



Directional Items for Council

1. Stream buffers are replaced by RMZs

- RMZs: Categorized as a type of Fish and Wildlife Habitat Conservation Area
- Revisions to be determined for all Streams and Lakes sections of KMC 18.55 (Article X. – Article XII.)
 - ***Variety of options, including relocation or removal of all stream buffer related content***
- Possible implications for Title 16 Shoreline Management
 - ***Goal: Maintain revisions within 18.55. Possible conflicts would need to be reviewed/managed appropriately.***



Directional Items for Council

2. New critical area FWHCA replaces Fish and Wildlife Habitats of Importance

- Articles XIII, XIV, and XV (*Sections 18.55.500 – 18.55.530*)
- Most changes include new and reorganized categories of habitats to meet WAC 365-190-130
- RMZs now included
- 18.55.510 Critical areas report – Habitat management plan



Directional Items for Council

3. New streamlined review process for riparian restoration or enhancement projects

- Planned as an Exception under new section 18.55.165
 - Mimics *18.55.160 Exception - Public agency and utility projects.*
- Potential option to manage as a new exemption under existing section 18.55.150 - Exemptions.
 - Too simple of a process to manage intricacies of restoration or enhancement projects?
- Input for any other possible management options (variances, etc.).



Outcomes and Next Steps

Outcomes

- Pertinent sections of KMC 18.55 - Critical Areas will be updated

Next Steps

- Provide track changes of KMC 18.55 updates
- Present updates to City Council on September 15
- City Council Public Hearing October 13
- Finalize and Adopt by December 31, 2025

Questions

Osborn
Consulting



Thank you

Osborn
Consulting



City Council Agenda Bill
City of Kenmore, WA



Meeting Date: 7/28/2025

Subject/Topic:	Proposed Council Action/Motion:
Discussion on Amending the Processing Procedure for Development Agreements that Require the Vote of a Majority Plus One of the Whole City Council. Department: Community Development Prepared by: Brittany Chue, Senior Planner Debbie Bent, Community Development Director Attachments: PowerPoint Presentation (to be uploaded prior to the 7/28/25 meeting)	☐ Information Only ☐ Receive and File ☒ Discuss ☒ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☐ Authorize ☐ Other: No action

Approvals:

Department Head DB 7/18/25 City Attorney N/A Finance Director N/A City Manager SLL 7/18/25 Optional N/A

Summary/Background:

Summary: At the 7/28/25 City Council meeting, staff will give a PowerPoint presentation summarizing background information and outlining key questions for the City Council discussion/direction.

Direction is needed on whether to amend the processing procedure from a majority plus one vote to a majority vote of the City Council or whether to retain the majority plus one vote for certain code deviations such as uses, residential densities, floor area ratio limitation, maximum structure height, or approving an amendment to a development agreement.

Development Agreement Regulations:

Development Agreement regulations are found in Kenmore Municipal Code (KMC) Chapter 18.110, see following link: [Chapter 18.110 DEVELOPMENT AGREEMENTS](#). A development agreement outlines the development standards that apply to the property. Development agreements must be consistent with the Comprehensive Plan and development standards. Any departures/deviations from development standards requested through the development agreement process must be offset by provision of equivalent public benefit.

Since adoption of development agreement regulations in 2012, only three development agreement applications have been considered. One with Main Street for development of the Kenmore Village

project, approved in 2012, the second for extending the Bastyr Master Plan through December 2025, approved in 2015, and the third for the Plymouth Supportive Housing Project, denied in 2024.

Background of the Supermajority Vote: In 2012, Ord. No. 12-0347, established the development agreement chapter. A majority plus one vote (or supermajority) was needed from the City Council to approve deviations from the uses, residential densities, floor area ratio limitations, or maximum structure height allowed. In 2015, Ord. No. 15-0395 changed the supermajority vote to be applicable to all development agreement decisions, not just deviations from uses, residential densities, floor area ratio limitations, and/or maximum structure height.

The following are examples of other jurisdictions that use a **supermajority** vote to approve development agreements: Algona, Sumner, and Dayton.

In contrast, the following are examples of jurisdictions that use a **majority** vote to approve development agreements: Bothell, Lake Forest Park, Woodinville, Seattle, Kirkland, Shoreline, Lynnwood, Federal Way, Edmonds, Redmond, Bellevue, and Tukwila.

The following sections of the Kenmore Municipal Code for development agreements refer to a majority plus one (supermajority) vote:

KMC 18.110.130.B Development Standards – Flexibility: This section states that “A *development agreement* cannot authorize deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height – whether required by zoning district provisions, property-specific development standards, or special district overlay requirements – unless the city council approves the deviation by a vote of a majority plus one of the whole city council after a minimum of two public hearings on the agreement”.

KMC 18.110.050.C Processing Procedures: This section states, “Before voting on a proposed *development agreement*, the city council shall hold a public hearing on the *development agreement*. Consistent with KMC [18.110.030\(B\)](#), two public hearings shall be held on the *development agreement* if deviations from *uses*, residential densities, *floor area ratio* limitations, or maximum *structure* height – whether required by zoning district provisions, property-specific development standards, or special district overlay requirements – are requested. The city council shall approve, disapprove or modify a *development agreement* by ordinance adopted by the vote of a majority plus one of the whole city council. The ordinance, if approving or modifying the *development agreement*, shall authorize the *city manager* to execute the *development agreement* on behalf of the *City*”.

KMC 18.110.060.E Status, recording and amendment of development agreement: This section states, “The *owner* may request an amendment to a *development agreement*. Before voting on the amendment, the city council shall hold a public hearing. The city council shall approve, disapprove or modify an amendment by ordinance adopted by the vote of a majority plus one of the whole city council. The ordinance, if approving or modifying the *development agreement*, shall authorize the *city manager* to execute the amendment on behalf of the *City*. The city council shall not approve or modify an amendment unless it is consistent with any associated land use decisions and approved modifications thereto”.

Examples of development agreements from other jurisdictions include:

- Issaquah – [Highlands Drive Transit Oriented Development Agreement](#) (2007), Agreement for 155-unit transit-oriented development project with affordable housing.
- Issaquah – [Lakeside Industries Development Agreement](#) (2012), A 123-acre master planned community in the form of an urban village; Involves reclamation of mineral resources site, hillside development, and affordable housing requirements.
- Mill Creek – [Development Agreement for Town Center, Phase III](#) (2005), Assures development of a site consistent with the town center master plan.
- Snohomish County – [Community Transit Development Agreement for Swift BRT](#) (2009), Defines Bus Rapid Transit (BRT) station as an "essential public facility."
- Everett – [Riverfront Redevelopment Agreement](#) (2009), Cleanup and redevelopment of riverfront brownfield sites into commercial and residential uses.

Reference: MRSC, Development Agreements

Why use development agreements? Several benefits are described below:

- Provides assurance and certainty to a project applicant that upon government approval the project can proceed with existing policies and regulations subject to conditions of the development agreement.
- Gives flexibility to the City to achieve public benefits and respond to changing community needs.
- Provides flexibility to a project applicant and City to obtain modifications of development standards for a specific project that are functionally equivalent or achieve the purpose of applicable standards.

Previous Council Action(s):

Fiscal Consideration:

Staff time to draft regulations and ordinance for City Council consideration. City attorney review.

[City Council Priorities](#) or Budget Objective Being Addressed:

The City's top priority will always be fulfilling its core mission, which includes City governance, ensuring public safety, maintaining the City's infrastructure, complying with state and federal mandates, and safeguarding the City's finances. In addition, achieving the City's 20-year vision as described in the Comprehensive Plan is of high importance.

CITY OF KENMORE

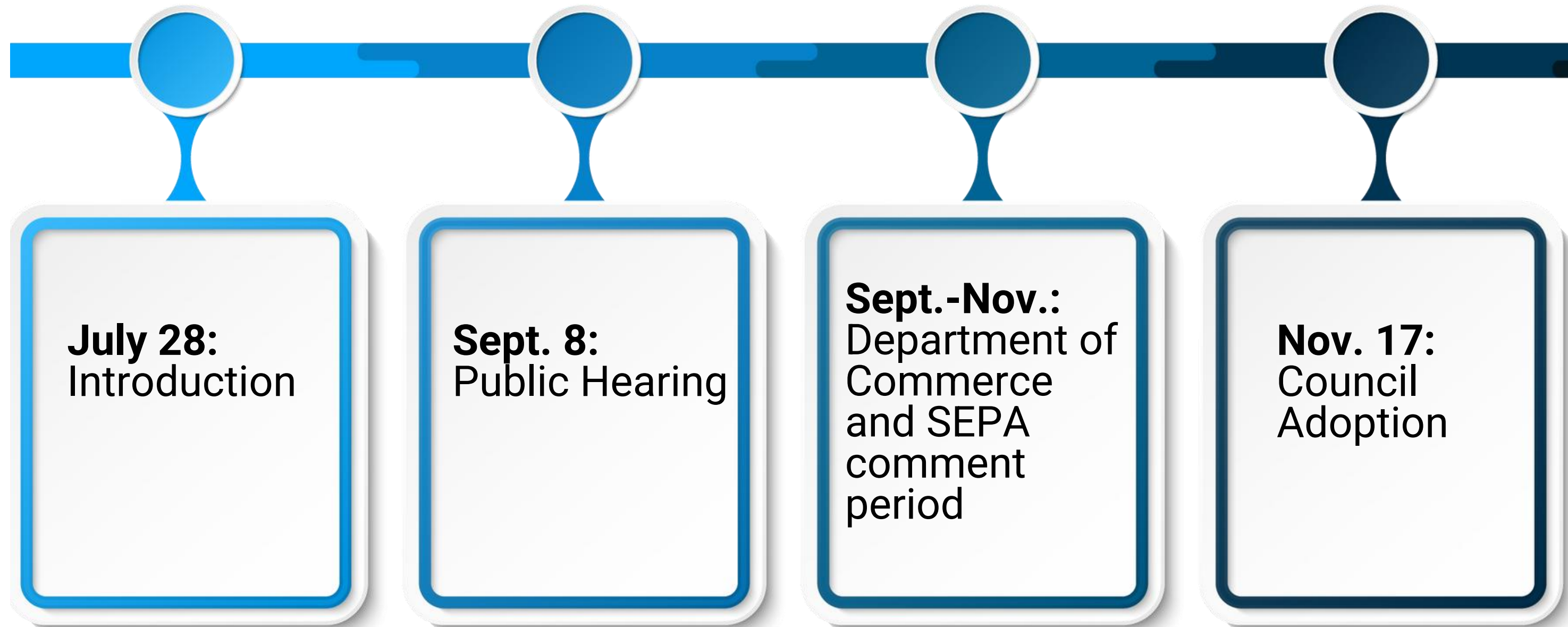
City Council Meeting

Discussion on Amending the Processing Procedure for Development Agreements that Require the Vote of a Majority Plus One of the Whole City Council

July 28, 2025



Development Agreement (DA) Supermajority Timeline



Development Agreements (DA)

- A **voluntary contract** between a city and a property owner, specifying the standards and **conditions** of the **development of the property**.

Local Project Review Act

- RCW 36.70B (1995)

Dept. of Commerce Regulations

- WAC 365-196-845 (2010)



Benefits

Allows local governments to specify:

- Standards and conditions that will govern development of property
- Provides assurances regarding mitigation and infrastructure
- Gives flexibility to the City to achieve public benefits and respond to community needs
- Provides flexibility to a project applicant and City to obtain modifications of development standards for a specific project



Applications in Kenmore

- Kenmore Village on Main Street (approved in 2012)
- Bastyr Master Plan extension through 2025 (approved in 2015)
- Plymouth Supportive Housing Project (denied in 2024)

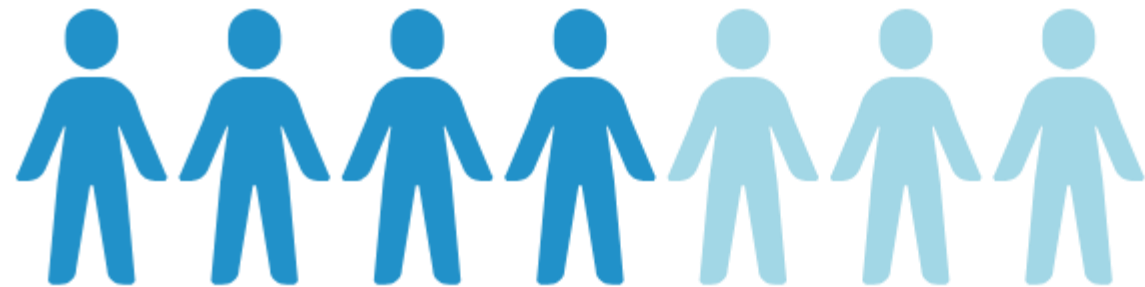


Kenmore Village

Majority vs. Supermajority Vote

Majority

4 out of 7



57%

Majority = 50% plus 1

Supermajority

5 out of 7



71%

Supermajority > Majority

- “Majority plus one”



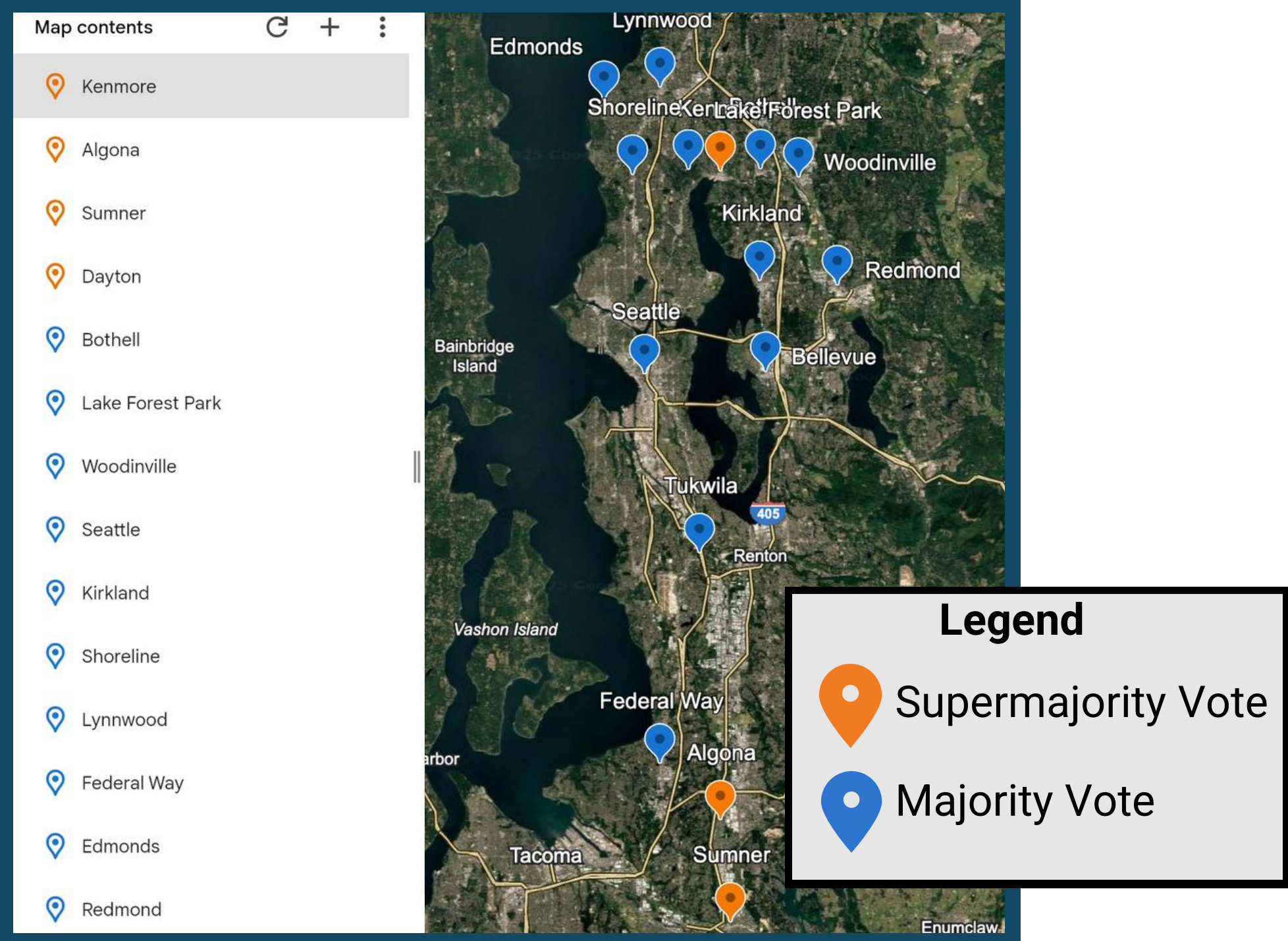
Supermajority Vote

Advantages	Disadvantages
• Ensures that decisions have widespread support across the legislative body • Ensures lasting policy decisions by reducing the likelihood of reversals • Prevents rash decision-making through careful deliberation	• Can be difficult to achieve in highly polarized groups • A small group can block actions even if a majority supports them • Makes development agreements more difficult to approve



Regional Applications

Cities using the Supermajority or Majority Vote



Everett Riverfront Redevelopment Agreement



DA Process in Kenmore's Municipal Code (KMC)

Chapter 18.110 in KMC

1. City considers entering into a DA with a property owner
2. Property owner submits DA application
3. A **public hearing** is held; City Council reviews the application
4. **Two public hearings** are held if there are deviations from **uses, residential densities, floor area ratio** limitations, or maximum **height**
5. City Council votes on the DA



***DA is approved by a supermajority (5-2) vote**

Policy Questions

1. Should the supermajority (majority plus one vote) of the City Council be retained to approve code deviations such as uses, residential densities, floor area ratio limitation, and maximum structure height for development agreements?

- a. Yes, the supermajority vote should be retained.
- b. The supermajority vote should only be retained for some code deviations (e.g. land use, density, floor area, or height).
- c. No, the supermajority vote should be eliminated (development agreements will be approved by a simple majority vote).



Policy Questions

2. Should the supermajority (majority plus one vote) of the City Council be retained for approving or modifying an amendment to a development agreement?

- a. Yes, the supermajority vote should be retained.
- b. No, the supermajority vote should be eliminated (development agreements will be approved or modified by a simple majority vote).



For comments and questions:

Brittany Chue
Senior Planner, Community Development Department
bchue@kenmorewa.gov
425-984-6157



Subject/Topic:	Proposed Council Action/Motion:
Discussion on Zoning Regulation Amendments for Parcels Adjacent to Swamp Creek near SR522/80th Ave NE Where Interim Regulations Currently Apply Department: Community Development Prepared by: Brittany Chue, Senior Planner Debbie Bent, Community Development Director Attachments: 1. Staff Memo: Zoning Regulations for Parcels Adjacent to Swamp Creek near SR522/80th Ave NE Where Interim Regulations Currently Apply 2. PowerPoint Presentation (to be uploaded prior to the 7/28/25 meeting date)	☐ Information Only ☐ Receive and File ☒ Discuss ☒ Provide Direction ☐ Public Hearing ☐ Adopt/Approve ☐ Authorize ☐ Other:

Approvals:

Department Head DB, 7/18/25 City Attorney N/A Finance Director N/A City Manager SLL 7/21/25 Optional N/A

Summary/Background:

Summary: At the 7/28/25 City Council meeting, staff is seeking City Council direction on options for zoning regulations for the parcels adjacent to Swamp Creek near SR522/80th Ave NE where interim regulations currently apply. Attachment #1 provides additional background and outlines options for City Council consideration.

Next Steps: Staff will prepare code amendments based on City Council's direction for a Council meeting in September. Staff will then incorporate any additional feedback and request the City Council schedule a public hearing.

Background:

The overall goal is to consider regulations that encourage pedestrian-oriented commercial and residential development (including affordable housing) that support and are supported by high-

capacity transit on SR522 while also considering regulations that support environmental protection based on information from the Swamp Creek corridor study.

At the 6/16/25 City Council meeting, staff summarized key points and questions for City Council discussion and direction on potential zoning regulations to replace interim zoning regulations that currently apply to certain parcels adjacent to Swamp Creek. Staff received direction from City Council to prioritize ecological restoration based on the results of the Osborn Study, and consider Urban Residential Zoning on the east side of Swamp Creek.

The City is designated a High Capacity Transit Community and the SR522 Corridor will support a future Bus Rapid Transit line. In March 2023, the City Council adopted Ordinance 23-0574 which incorporated most of the prior Transit Oriented Development Standards (TOD) into underlying zoning districts and also created a new Urban Residential zoning district. Prior to 2023 an “overlay zone” allowed higher densities in this area with affordable housing requirements but the choice of whether to use TOD standards was left to the developer.

The Council kept “Interim Regulations” and TOD zoning regulations in place on 13 parcels adjacent to Swamp Creek close to SR522/80th Ave NE to give time to conduct a channel restoration assessment of Swamp Creek to determine where channel restoration would provide the most ecological benefit. Results of the assessment were presented to Council on 9/16/24. Council extended Interim Regulations for six months at the 6/23/25 public hearing meeting.

Previous Council Action(s):

History

- **2015** – City adopted a TOD district overlay zone (Ordinance 15-0406).
- **2021** – City adopted a 6-month moratorium on development or land use in the TOD zone to expire on February 16th, 2022 (Ordinance 21-0530).
- **2022** – City adopted the following interim regulations within the TOD district overlay (Ordinance 22-0543):
 - 1) In the R-12, R-18, R-24, UC East, and DC zones in the TOD district overlay area, the minimum density for residential development shall be no less than the base density for the underlying zone;
 - 2) Except in the R-1 zone, townhouse development shall be prohibited.
 - 3) At least 25% of the total number of units in the development shall be low- or very low-income affordable housing units subject to the standards in KMC Chapter 18.77.
- **2022-2023** – Interim regulations were extended at six-month intervals (Ordinance Nos. 22-0555 and 23-0569).
- **2023** – City adopted a reduced TOD district overlay for properties close to Swamp Creek, and interim regulations were extended and applied to those parcels (Ordinance 23-0575).
- **2023-2024** – Interim regulations were extended at six-month intervals for parcels close to Swamp Creek (Ordinance Nos. 23-0586, 24-0606, and 24-0612).
- **2024** – Staff worked with Osborn Consulting to evaluate 155 properties along Swamp Creek and Little Swamp Creek to inform decisions on the potential acquisition and restoration of properties for environmental protection purposes. The results were presented to City Council.
- **January 2025** – Interim regulations were extended for six-months, expiring on July 13th, 2025 (Ordinance 25-0625).

- **June 23, 2025** – A public hearing was held, and interim regulations were extended for an additional six months.

Fiscal Consideration:

Staff time to complete the modification of zoning regulations for City Council consideration.

City Council Priorities or Budget Objective Being Addressed:

City Council's 2025-2026 Priority #1: Continue to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.

City Council's 2025-2026 Priority #2: Preserve and increase availability of all types of housing at all income levels, including the needs of people experiencing homelessness.

City Council's 2025-2026 Priority #4: Promote sustainable Economic Development Strategies that enhance downtown and attract residents, small businesses, and visitors.

City Council's 2025-2026 Priority #5: Enhance multimodal transportation, including pedestrian and bicycle safety.



City of Kenmore, Washington

Memorandum

Date: July 28th, 2025

To: City Council

From: Brittany Chue, Senior Planner and Debbie Bent, Community Development Director

Regarding: Zoning Regulations for Parcels Adjacent to Swamp Creek near SR522/80th Ave NE Where Interim Regulations Currently Apply

Purpose: Staff requests City Council direction on policy recommendations that will assist staff with drafting the zoning regulations. The overall goal is to consider regulations that encourage pedestrian-oriented commercial and residential development (including affordable housing) that support and are supported by high-capacity transit on SR522 while also considering regulations that support environmental protection based on information from the Swamp Creek corridor study.

Background: The City is designated as a High-Capacity Transit Community and the SR522 Corridor will support a future Bus Rapid Transit line. In March 2023, the City Council adopted Ordinance 23-0574 which incorporated most of the prior Transit Oriented Development Standards (TOD) into underlying zoning districts and also created a new Urban Residential zoning district. The new regulations also required projects to include 25% affordable housing units. Prior to 2023 an “overlay zone” allowed higher densities in this area with affordable housing requirements but the choice of whether to use TOD standards was left to the developer.

The Council kept current zoning “Interim Regulations” in place on 13 parcels adjacent to Swamp Creek close to SR522/80th Ave NE. On 3/13/23 Council adopted Ordinance 23-0575 for the “carve out” area. The purpose of retaining the interim regulations was to give time to conduct a channel restoration assessment of Swamp Creek to determine where channel restoration would provide the most ecological benefit. Results of the assessment were presented to the City Council 9/16/24, link to the City Council agenda, [Kenmore - Document Center](#). Interim Regulations were extended an additional six months at the 6/23/25 City Council meeting to allow time to propose and adopt new/amended zoning regulations for the 13 parcels.

Swamp Creek Study Results and Shoreline Regulations:

The Swamp Creek Prioritization Study, completed in 2024, assessed 155 parcels for environmental preservation and restoration purposes and scored parcels based on five categories: 1) Property Development, 2) Wetland Creation, Wetland Enhancement or Flood Storage Volume Creation, 3) Wetland Protection, 4) Riparian Planting and Invasive Species Management, and 5) Stream Restoration. These categories were combined to develop a prioritization scoring index. The highest scoring parcels have the highest benefit for environmental restoration and preservation. Parcels that scored less than 36 are a low priority for environmental restoration. Parcels that scored between 36-44 are a medium priority for environmental restoration. Parcels that scored greater than 44 are a high priority for environmental restoration. For the thirteen parcels within the TOD boundary zone, there are 6 medium-priority parcels and 7 low-priority parcels (see Figure 5 for the Osborn Study Results).

Parcels within 200 feet of Swamp Creek are subject to shoreline regulations. Parcels on the east side of Swamp Creek and the one parcel zoned R18 on the west side of Swamp Creek require a 150 foot buffer setback plus 15 foot building setback within the Urban Conservancy shoreline designation. Parcels on the east side of Swamp Creek require a 60 foot buffer setback plus a 15 foot building setback within the Swamp Creek Commercial shoreline designation. Four of the six parcels with a medium priority for environmental restoration require a 150 foot buffer setback and the other two parcels require a 60 foot buffer setback.

Shoreline regulations were adopted by the City Council in 2019. A revised ordinance was adopted in early 2020 that included incorporation of the Department of Ecology requirements. Shoreline regulations are required by the State to be updated every ten years and so the next update is due by 2029. The current shoreline buffer setbacks will continue to apply until the next required update is completed.

Existing development (buildings, impervious surface) that is legally non-conforming in terms of shoreline setbacks and other regulations can remain. When parcels are fully redeveloped, then compliance with regulations is required.

Summary of Current Regulations and Swamp Creek Study Prioritization Results:

The following maps and background items serve to provide additional context.

Commented [TH1]: I rearranged some things. Double check all the numbering is correct.

Figure 1. Aerial View

Transit-Oriented Development Aerial View

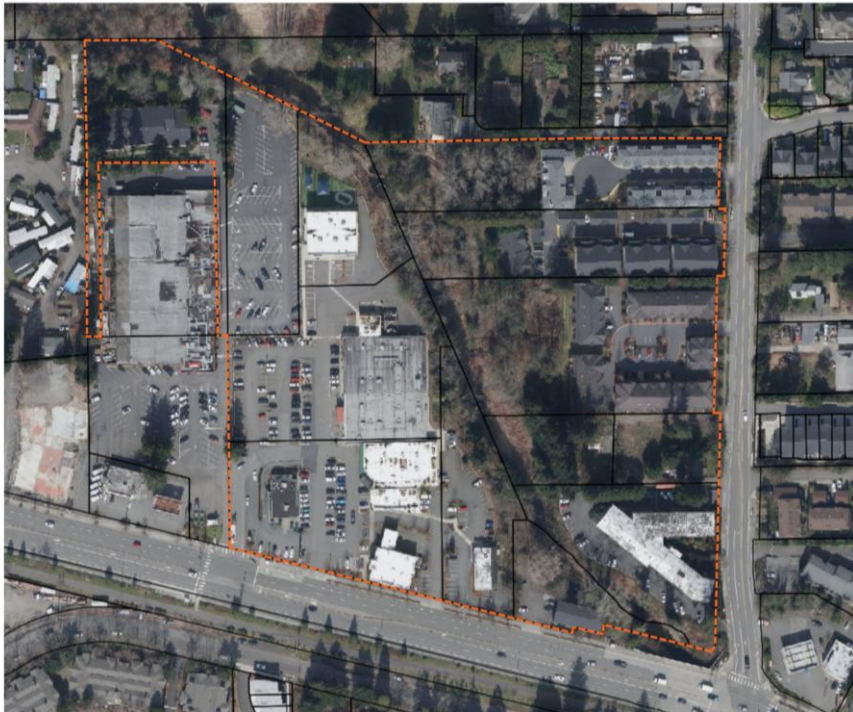


Figure 2. Zoning Map

Transit-Oriented Development Zoning

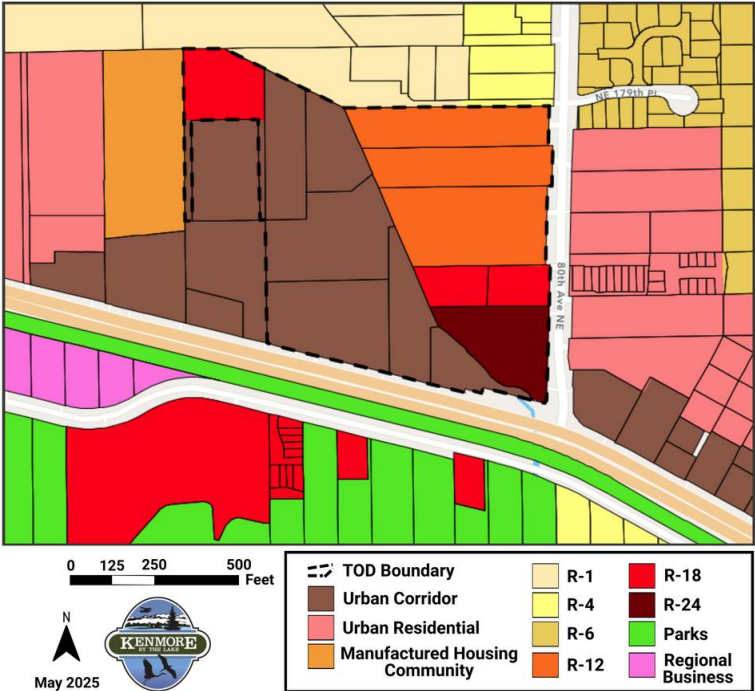
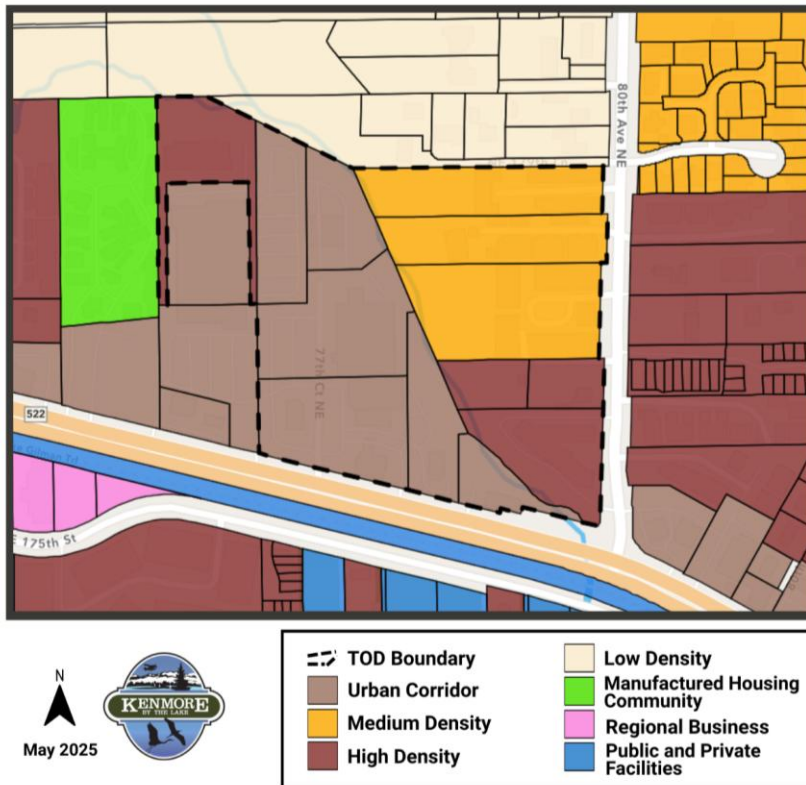


Figure 3. Land Use Map

Transit-Oriented Development Land Use



Commented [TH2]: If you have time to fix this to match the style of the zoning map with a legend, great. If it's too much trouble don't worry about it. It's basically a mirror of zoning anyways.

Figure 4. TOD – Zoning and Shoreline Designations

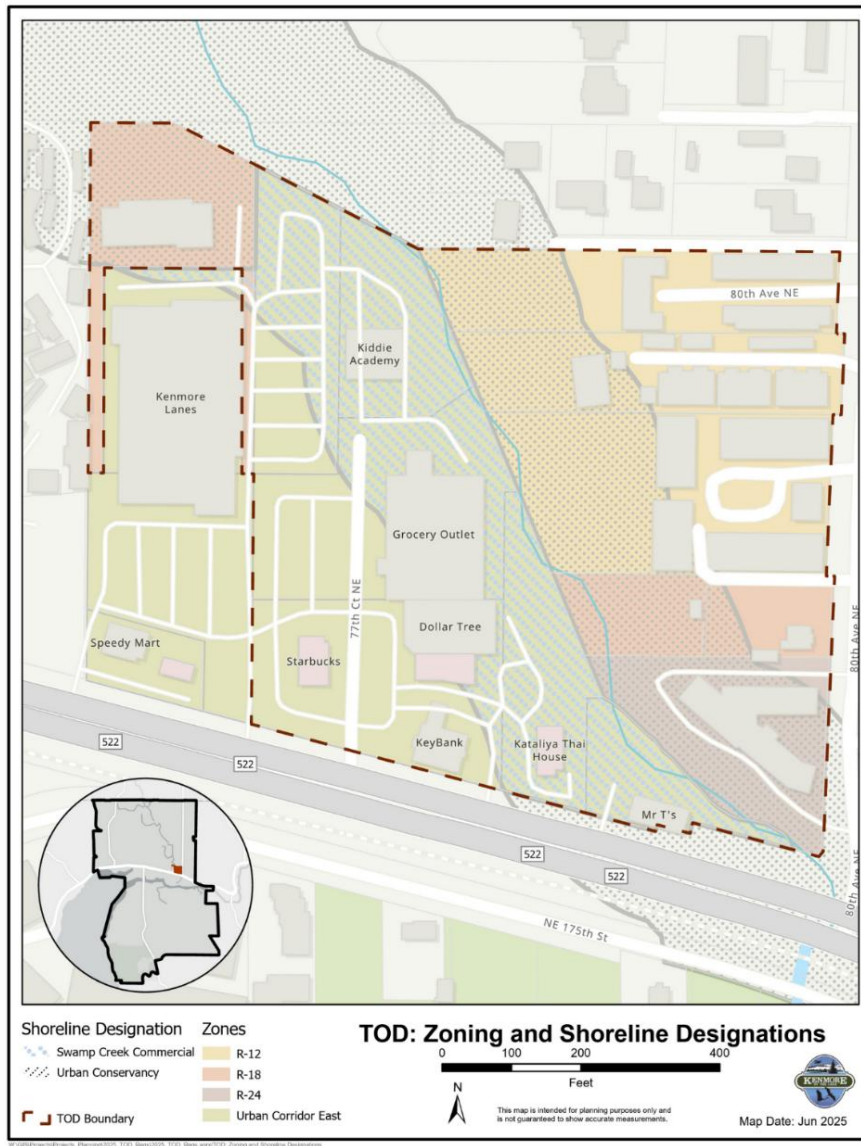


Figure 5. Swamp Creek – Osborn Study Results

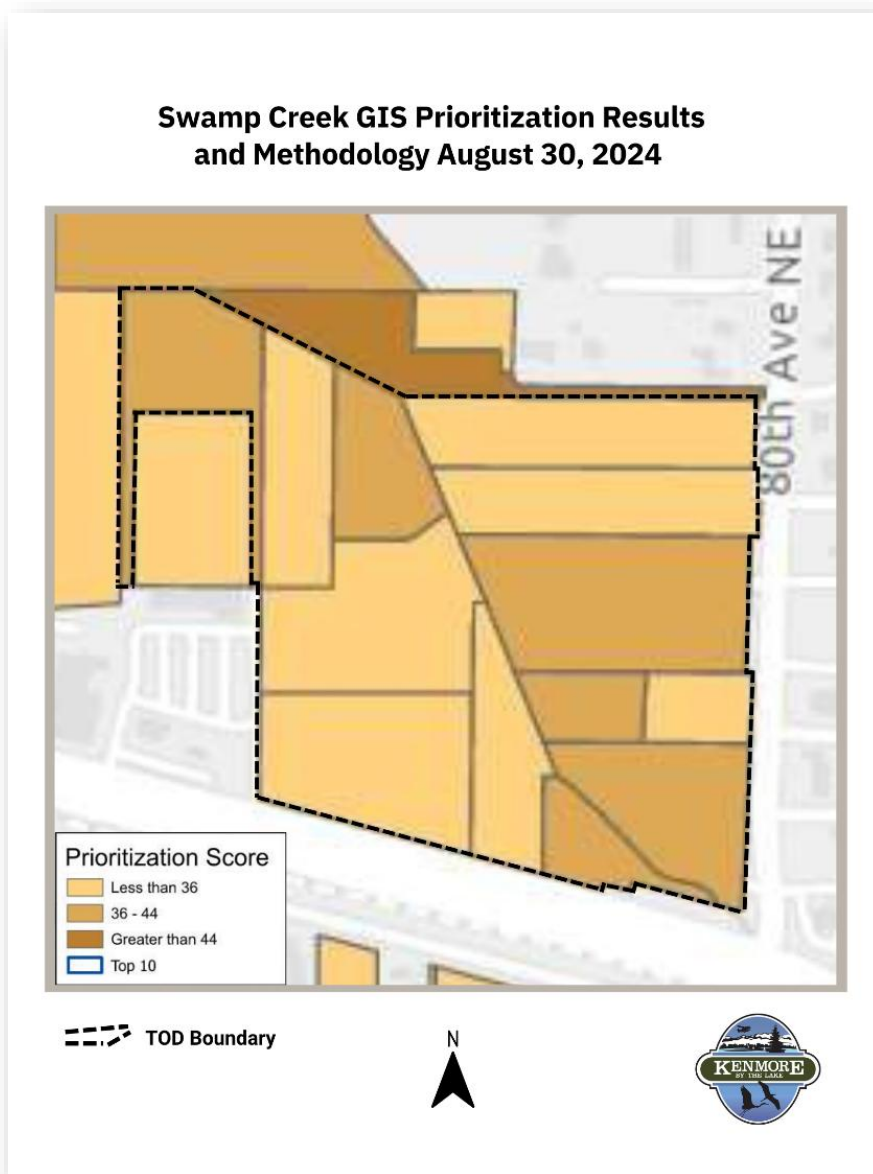


Figure 6. Comparison of Zoning and Shoreline Standards

Zoning and Shoreline Standards Comparison								
	Zones					Overlay Zone	Shoreline	
Standards	R-12	R-18	R-24	UC East	Urban Residential	TOD	SCC	UC
Minimum Street Setback	10 ft.	10 ft.	10 ft.	10 ft.	10 ft. - SR-522; 0 ft. - Other streets			
Minimum Side/Interior Setback	5 ft.	5 ft.	5 ft.	20 ft.	5 ft.			
Minimum Rear Setback	5 ft.	5 ft.	5 ft.		5 ft.			
Base/Maximum Height	60 ft.	60 ft. 80 ft. ¹	60 ft. 80 ft. ¹	85 ft. ²	85 ft. ²	65 ft.	35 ft. ³	35 ft.
Minimum Density: Dwelling Units/Acre				60 du/ac	60 du/ac	60 du/ac		
Base Density: Dwelling Units/Acre	12 du/ac	18 du/ac	24 du/ac					
Maximum Density: Dwelling Units/Acre	18 du/ac	27 du/ac	36 du/ac	150 du/ac	150 du/ac	150 du/ac		
Minimum Density: Percentage	80%	75%	70%					
Maximum Impervious Surface	85%	85%	85%	90%	90%			
Minimum Lot Width	30 ft.	30 ft.	30 ft.		30 ft.			
Shoreline Buffer from OHWM on Swamp Creek based on land uses:								
<i>Residential development; non-water oriented uses</i>							60 ft.	150 ft.
<i>Water-oriented uses</i>							50 ft.	100 ft.
Building Setback from the Shoreline Buffer							15 ft.	15 ft.
Affordability				25% ^{4,5}	25% ⁵	10% ⁶		

Current and Proposed Zoning Designation:

Staff is seeking City Council direction on the proposed zoning designations for the thirteen parcels. Based on City Council direction Staff will bring back "draft" code amendments for further discussion in September.

1. Parcels with residential zoning (R12, R18, R24) with the option to comply with Transit Oriented Development (TOD) overlay regulations

- a. Should the current residential zoning with the TOD option be retained?
- b. Should the zoning be changed to Urban Residential?
- c. Should any amendments to proposed zoning regulations be considered based on the results of the Swamp Creek assessment study?

Staff recommend that the overlay option be eliminated and that the zoning be changed to Urban Residential to incorporate the allowance for high-density residential and the 25% affordability requirement. This direction supports development adjacent to high-capacity transit and housing goals. However, staff also recommend that the City Council consider incorporating incentives to encourage increased buffer setbacks from Swamp Creek.

2. Parcels with Urban Corridor (UC) East zoning with the option to comply with Transit Oriented Development (TOD) overlay regulations

- a. Should the current UC East zoning with the TOD option be retained?
- b. Should the zoning be changed to Urban Residential?
- c. Should any amendments to proposed zoning regulations be considered based on the results of the Swamp Creek assessment study?

Staff recommend that the overlay option be eliminated and that the zoning remain as Urban Corridor East to incorporate the allowance for high-density residential and the 25% affordability requirement. This direction supports development adjacent to high-capacity transit and housing goals. However, staff also recommend that the City Council consider incorporating incentives to encourage increased buffer setbacks from Swamp Creek.

3. Incentives to Increase and/or Restore Shoreline Buffers from Swamp Creek

Staff is seeking Council direction on whether to pursue any of the following policy options to provide incentives for greater setbacks from Swamp Creek and/or restoration of shoreline buffers beyond current code requirements. Based on City Council direction Staff will bring back “draft” code amendments for further discussion in September.

- a. Reducing the 25% affordability requirement by xx% for every xx% of increased buffer width and xx % of buffer restoration beyond current requirements. This would also potentially reduce impervious surface percentages which could result in lower stormwater fees for commercial and mixed-use developments.
- b. Reducing by xx% or eliminating minimum parking requirements for every xx% increased buffer width and xx% of buffer restoration beyond current requirements.
- c. Allowing an increase in density of xx% for every xx% for every xx% of increased buffer width and xx % of buffer restoration beyond current requirements.
- d. Allowing an increase in height of xx feet or xx% for every xx% of increased buffer width and xx% of buffer restoration beyond current requirements.

Additional Background Information on Policy Incentives

The background information that follows provides additional information for consideration for prioritizing ecological restoration along Swamp Creek while balancing transit-oriented development.

Five policy incentives were examined: 1. Surface stormwater fees, 2. Reduced parking, 3. Reduced setbacks, 4. Increasing height, and 5. Increasing density.

1. Surface Stormwater Fees

Surface stormwater fees can be used to promote ecological restoration by informing property owners of cost savings by having less impervious surface area. The City of Kenmore charges surface stormwater fees based on the impervious surface area of the parcel and whether it is residential or commercial/mixed-use. Please see Exhibit A below for the city's Surface Stormwater Fees.

Exhibit A

City of Kenmore Surface Water Management Program Annual Service Charges								
Class	Impervious Area	Annual Rates						
		2024	2025	2026	2027	2028	2029	2030
Residential ^A	NA	\$298.84	\$358.61	\$401.64	\$449.84	\$476.83	\$505.44	\$525.66
Very Light ^A	0 to ≤ 10%	\$298.84	\$358.61	\$401.64	\$449.84	\$476.83	\$505.44	\$525.66
Light	> 10% to ≤ 20%	\$896.51	\$1,075.81	\$1,204.91	\$1,349.50	\$1,430.47	\$1,516.30	\$1,576.95
Moderate	> 20% to ≤ 45%	\$1,942.43	\$2,330.92	\$2,610.63	\$2,923.91	\$3,099.34	\$3,285.30	\$3,416.71
Moderately Heavy	> 45% to ≤ 65%	\$3,287.20	\$3,944.64	\$4,418.00	\$4,948.16	\$5,245.05	\$5,559.75	\$5,782.14
Heavy	> 65% to ≤ 85%	\$4,482.54	\$5,379.05	\$6,024.54	\$6,747.48	\$7,152.33	\$7,581.47	\$7,884.73
Very Heavy	> 85% to ≤ 100%	\$5,528.46	\$6,634.15	\$7,430.25	\$8,321.88	\$8,821.19	\$9,350.46	\$9,724.48
City Roads	NA							
State Highways	NA							

Rates are subject to 6% utility tax per KMC 3.35.040.F

^A Rate is per parcel; all other rates are per acre

Property owners are charged the surface water management fee each year. Commercial/mixed-use properties with impervious surfaces above 85% pay the highest fee. Another way to incentivize developers to remove impervious surface area is to move to a lower classification, e.g. from very heavy to heavy. Moving to a lower classification will reduce the annual fee for the property owner. If the costs of removing

the impervious surface area are less than the cost savings of changing to a lower classification, developers will be incentivized to remove some impervious surface area.

Three of the TOD properties are classified as very heavy, with impervious surface area exceeding 85%. Figure 7 below depicts the impervious surface area percentages for the TOD parcels.

Figure 7. Impervious Surface Area Percentages and Surface Water Management Classifications in the TOD Zone



Commercial properties classified as very heavy will pay \$7,430 per acre based on the 2026 annual surface water fees, whereas properties classified as moderately heavy will pay \$6,025 per acre. If a property changed from very heavy to heavy, the property owner would have an annual cost savings of \$1,405 per acre. Looking at a 5-year period, from 2026-2030, the property owner could have a cost savings of \$8,258 per acre by 2030 by changing from very heavy to heavy classifications.

The TOD property in the middle is 1.99 acres or 86,684.4 square feet. If the property was to change classifications from very heavy to heavy, the impervious surface area would have to decrease from 88% to 85%. This means the parcel could be covered up to 73,681.74 square feet in impervious surface area. The parcel is currently covered with approximately 76,282.27 square feet of impervious surface area, so approximately 2,600.53 square feet of impervious surface area would need to be removed. Figure 8 shows the approximate area that could be removed to go from a very heavy to a heavy impervious surface classification. Since the parcel is 1.99 acres, this would result in savings of \$16,433.42 over the next five years. If the cost of removing the 2,601 square feet of impervious surface is less than \$16,433.42, it could incentivize the property owner or developer to ecologically restore part of the site.

Figure 8. Potential impervious surface area removal in the TOD zone



2. Reducing Parking

Removing the impervious surface area means the buildable area could be reduced or parking could decrease. Required parking spaces depend on the land use, the zoning, and the square footage of the building floor area. An example of how this could work in a TOD parcel is seen in Figure 9 below. The current land use of the parcel is a food store, which requires 3 plus 1 parking spaces per 350 square feet. The building has an approximate floor area of 23,245.60 square feet (see Figure 9). The building would need a minimum of 200 parking spaces. There are currently 112 parking spaces provided in the parcel. Developments can also have shared parking agreements with other properties to meet the required parking amount. Although 200 parking spaces are required by the code, we can see in Figure 9 that the 112 parking spaces provided seem to be underutilized. A parking study would need to be conducted to determine the efficient number of parking spaces, but it is likely to be less than what the code requires. Therefore, parking requirements need to be reduced significantly to incentivize the removal of impervious surface area.

Figure 9. Approximate Building Floor Area



If property owners in the TOD zone wanted to remove more impervious surface area, the parking requirements may prevent them from doing so. Figure 10 depicts a property on the north part of the TOD zone. This property has a 91% impervious surface area (Figure 7). If property owners were to reduce the impervious surface significantly, there would be fewer parking spaces, which may not be allowed in the code. By reducing the required parking spaces, property owners could be incentivized to remove impervious surface area to save on annual costs, which will lead to ecological restoration and a greater buffer from Swamp Creek on the west side. Parking can also be reduced as a bonus, (e.g. for every 5% of impervious surface area that is restored along the shoreline buffer, parking requirements shall be reduced by 15%). Prioritizing ecological restoration over required parking can help achieve further environmental preservation.

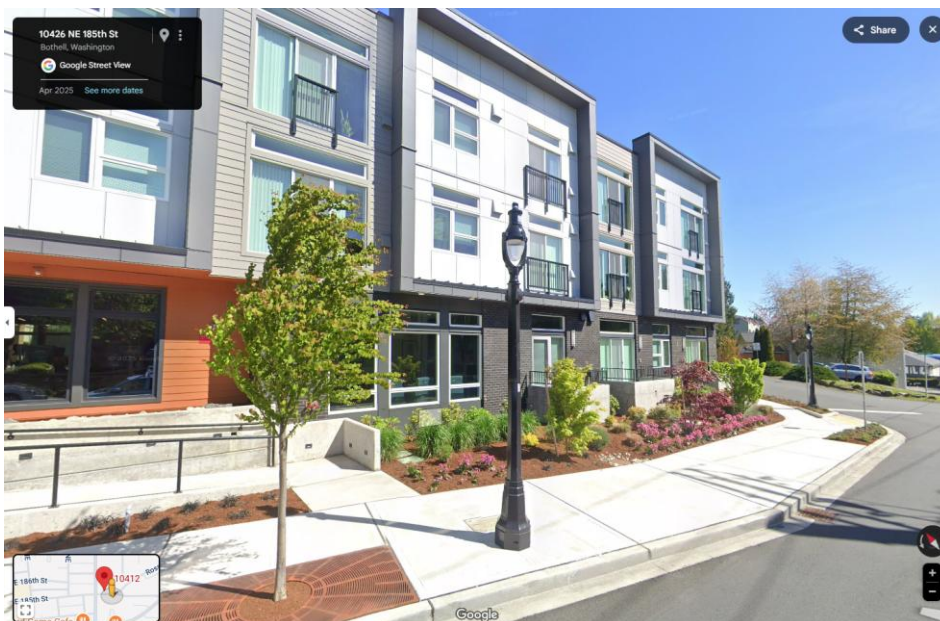
Figure 10. Underutilized parking in the TOD area



3. Reducing Setbacks

The residential properties on the east side of Swamp Creek currently have a 10-foot street setback. If the properties had a 0-foot setback through the Urban Residential zoning, future development could be built up to the property line or right-of-way line along the sidewalk. Examples of buildings with a slight setback from the right-of-way can be seen in Figure 13 below. Examples of buildings that are built on the right-of-way line can be seen in Figure 14 below.

Figure 13. Buildings with a slight setback from the right-of-way



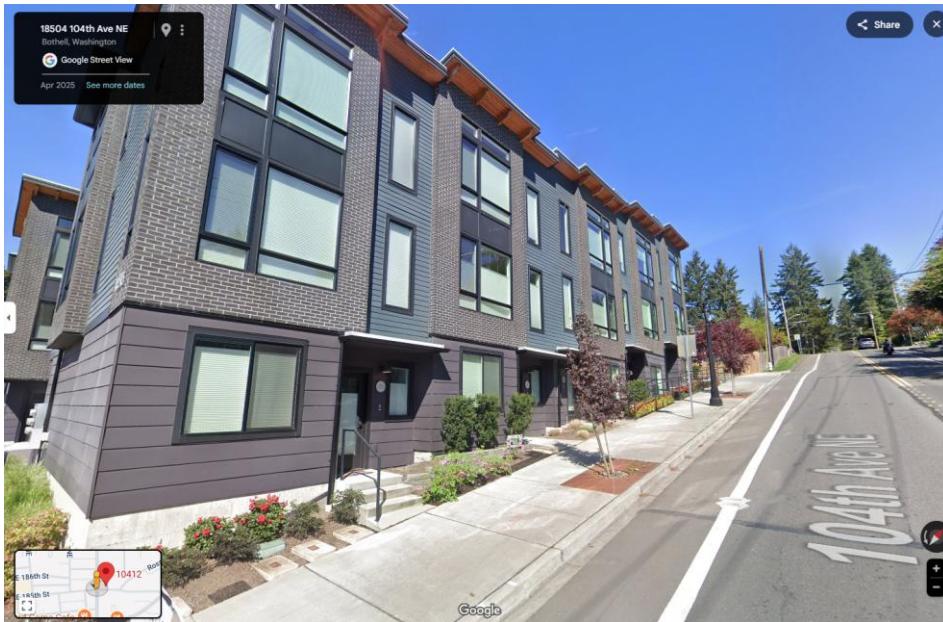
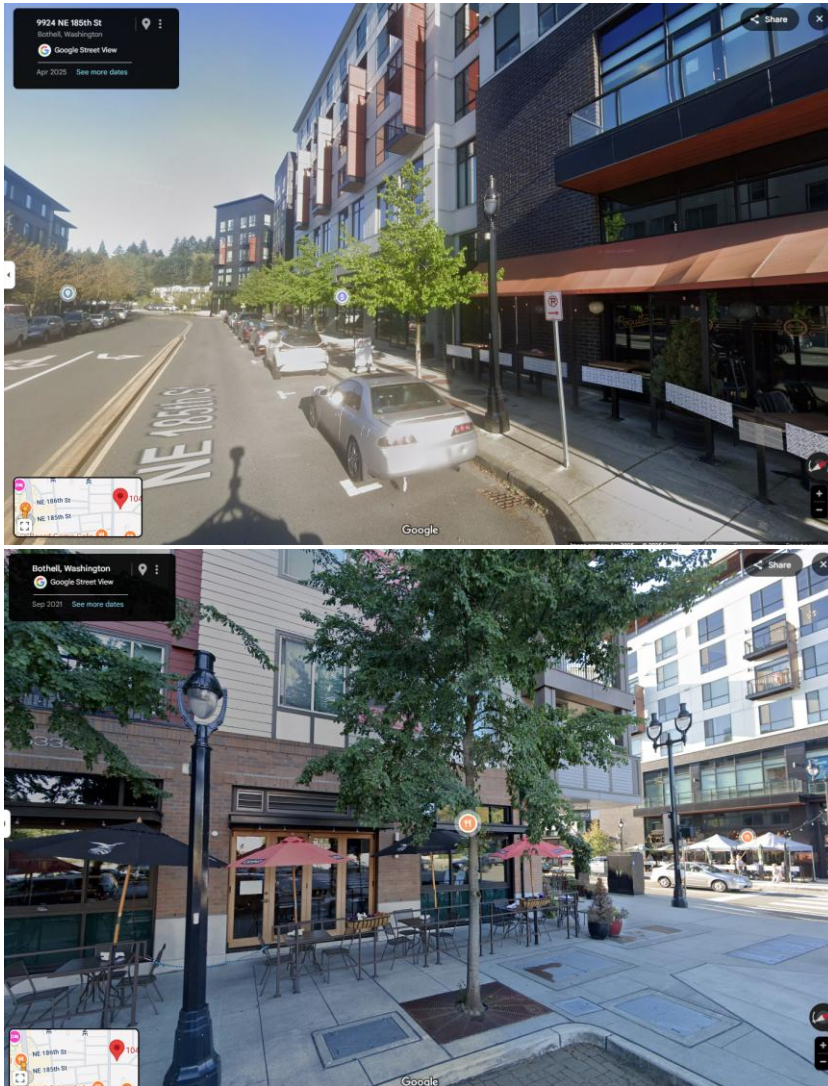
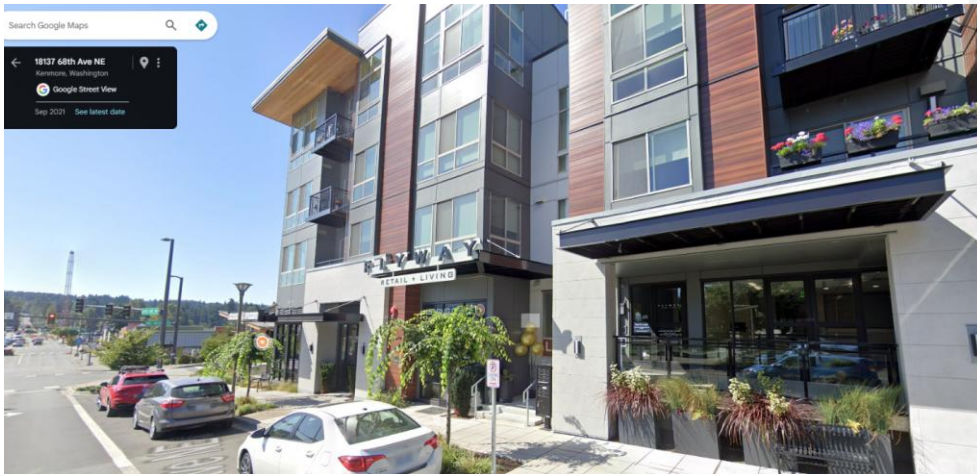


Figure 14. Buildings with no setback from the right-of-way





Staff would recommend a 0-foot street setback along 80th Avenue NE through Urban Residential zoning to maximize the buildable area and push future buildings away from Swamp Creek.

4. Increasing Height

In the previous Council meeting, Council members discussed the differences between 65 feet in height in the TOD zone and 85 feet in height in the Urban Residential Zone. Building height is measured from the average finished grade to the

highest point of the roof ([KMC 18.30.050](#)). The average finished grade shall be determined by first delineating the smallest square or rectangle which can enclose the building and then averaging the ground elevations taken at the midpoint of each side of the square or rectangle; provided that the measured ground elevations do not include berms. The closest building to 65 feet we have in Kenmore is Building E of Spencer 68 Apartments (Figure 15). This can help us to picture what a 65-foot tall building could look like in the TOD area.

Figure 15. Height for Buildings E (left) and D (right) of the Spencer 68 Apartments



Building D has a height of approximately 68 feet. However, the height can look different depending on which façade we see the building from (north, south, east, and west). Although the average height across the finished grade is 68 feet, if we are looking at the building from the parking lot, it is 76 feet from the ground (Figure 16 shows the slopes on the south and east façades of the building). The height of Building D from the ground is 76 feet from the south façade and 70 feet from the east façade.

Figure 16. Height for Building D from the south and east façades of the Spencer 68 Apartments



The back side (parking lot side) looks taller than the front side (north façade in Figure 17) from a pedestrian scale.

Figure 17. North façade of Building D in Spencer 68



The Linq Apartments on 68th Avenue NE are an example of a “4 over 1” building (see Figure 18). “4 over 1” and “5 over 1” buildings refer to a structure that typically has five or six stories of residential space with wood-framed construction above a one-story concrete ground floor for commercial spaces or parking. “4 over 1” and “5 over 1” building types are commonly seen in our area because of construction and financial feasibility. These buildings can also be referred to as podium buildings or one-plus-four or one-plus-five buildings. A four-story building can typically range from 40 to 60 feet tall, and a five-story building can typically range from 50-75 feet tall.

Figure 18. Linq Apartments on 68th Avenue NE



The most recent development in the TOD zone, Beachwood II Apartments is a “5 over 1” building type that is six-stories tall and provides 53 multi-family residential units (48 units are market-rate and 5 units are affordable at 50-70% AMI). Figure 19 shows the architectural renderings on the northeast and southeast corner if we were looking at the building from 80th Avenue NE.

Figure 19. Beachwood II Apartments architectural renderings



NORTHEAST CORNER



SOUTHEAST CORNER

Limiting height to 85 feet instead of 65 feet in the TOD zone can provide developers flexibility while limiting the impervious surface of increasing the building footprint. Kenmore does not currently have an 85-foot-tall building. The back side of the Spencer 68 Apartments is the closest Kenmore has with Building D being 76 feet tall from the south façade (Figure 16). Each story of a building is around 10 feet tall, but this can vary depending on the design. 85 feet is the maximum height allowed for wood frame construction over a concrete podium, which could be a 6-8 story building. Additionally, having a smaller building height also makes it more difficult to achieve affordable housing since there is less density. Therefore, staff recommend buildings in the TOD zone to be limited to 85 feet outside of the shoreline buffer. Buildings in the shoreline buffer of the TOD zone are limited to 35 feet, so the 85 feet would only apply to buildings outside of the buffer zone.

5. Increasing Density

Increasing density can help promote affordability for parcels that have a low priority for ecological restoration based on the Osborn Study (Figure 5). Staff would recommend offering density bonuses for development that is set further back from the shoreline building setbacks. For example, for every x number of feet for additional setbacks from Swamp Creek, y amount of additional dwelling units shall be allowed, (e.g. five bonus dwelling units for every 10 feet). Additionally, for every x amount of impervious surface area that is restored, y amount of additional dwelling units shall be allowed (e.g. for every 250 square feet of impervious surface area that is restored along the shoreline buffer, 10 bonus dwelling units shall be allowed).

Conclusion

Although development options are limited for the Swamp Creek parcels, offering incentives and bonuses for development and re-development can support the ecological restoration of Swamp Creek in non-conforming areas while supporting affordable housing and transit-oriented development. The policy incentives above outline recommendations for prioritizing ecological restoration along Swamp Creek while balancing transit-oriented development. Surface stormwater fees can promote ecological restoration by informing property owners of cost savings by having less impervious surface area. Similarly, reduced parking also lowers impervious surface area, which preserves natural habitats. Reducing setbacks for residential development to 0 feet along 80th Avenue NE helps future development to be further away from Swamp Creek. Offering height and density bonuses can help developers meet the 25%

affordability requirement and incentivize ecological restoration along the Swamp Creek buffer.

These recommendations are consistent with the Swamp Creek Prioritization Study and the Planning Commission's recommendations from 2022 to improve affordable housing, reduce parking requirements, and increase height in the TOD zone and some of the Minority Report recommendations (see the Nov. 15th, 2022 Planning Commission Agenda and Minority Report linked [here](#)). The Minority Report from the Nov. 15th, 2022 Planning Commission recommended redrawing the boundaries of the TOD zone and removing the area west of 80th Avenue NE from the TOD zone. Eliminating the TOD overlay zone provides opportunities in the future to redraw new boundaries for a TOD zone. The Swamp Creek Prioritization Study addressed the Minority Report's concerns by scoring parcels based on highest prioritization for ecological restoration. Out of the 155 parcels studied that were close to Swamp Creek, none of the thirteen TOD parcels have high prioritization for environmental preservation based on the study, but six of the parcels have medium prioritization. The ecological restoration incentives outlined above can help both medium and low prioritization parcels to provide further buffers and incentivize the restoration of impervious surface areas to improve the ecological restoration and preservation of Swamp Creek.

CITY OF KENMORE

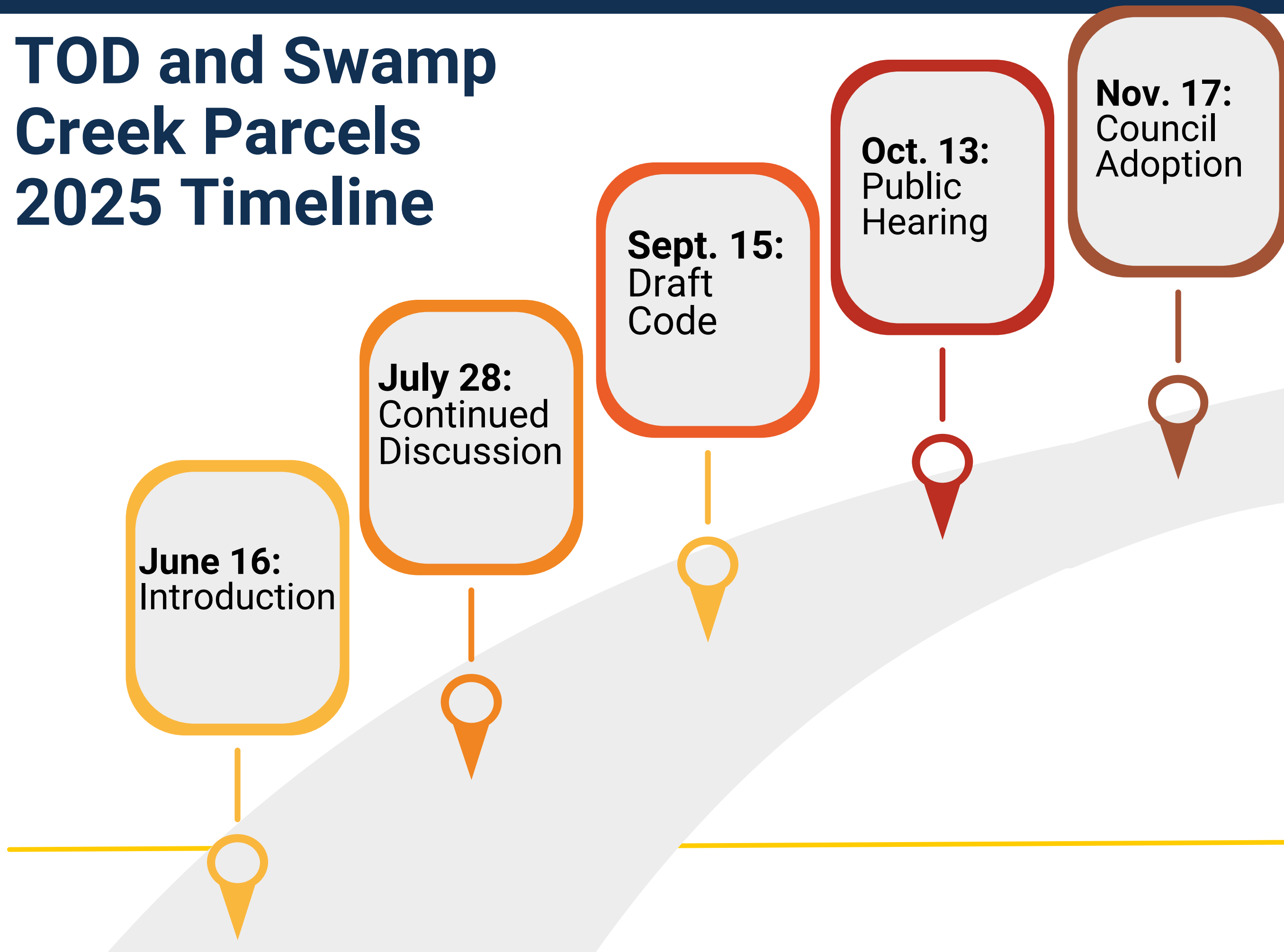
City Council Meeting

**Discussion on Zoning Regulation
Amendments for Parcels Adjacent to
Swamp Creek near SR522/80th Ave NE
Where Interim Regulations Currently Apply**

July 28, 2025

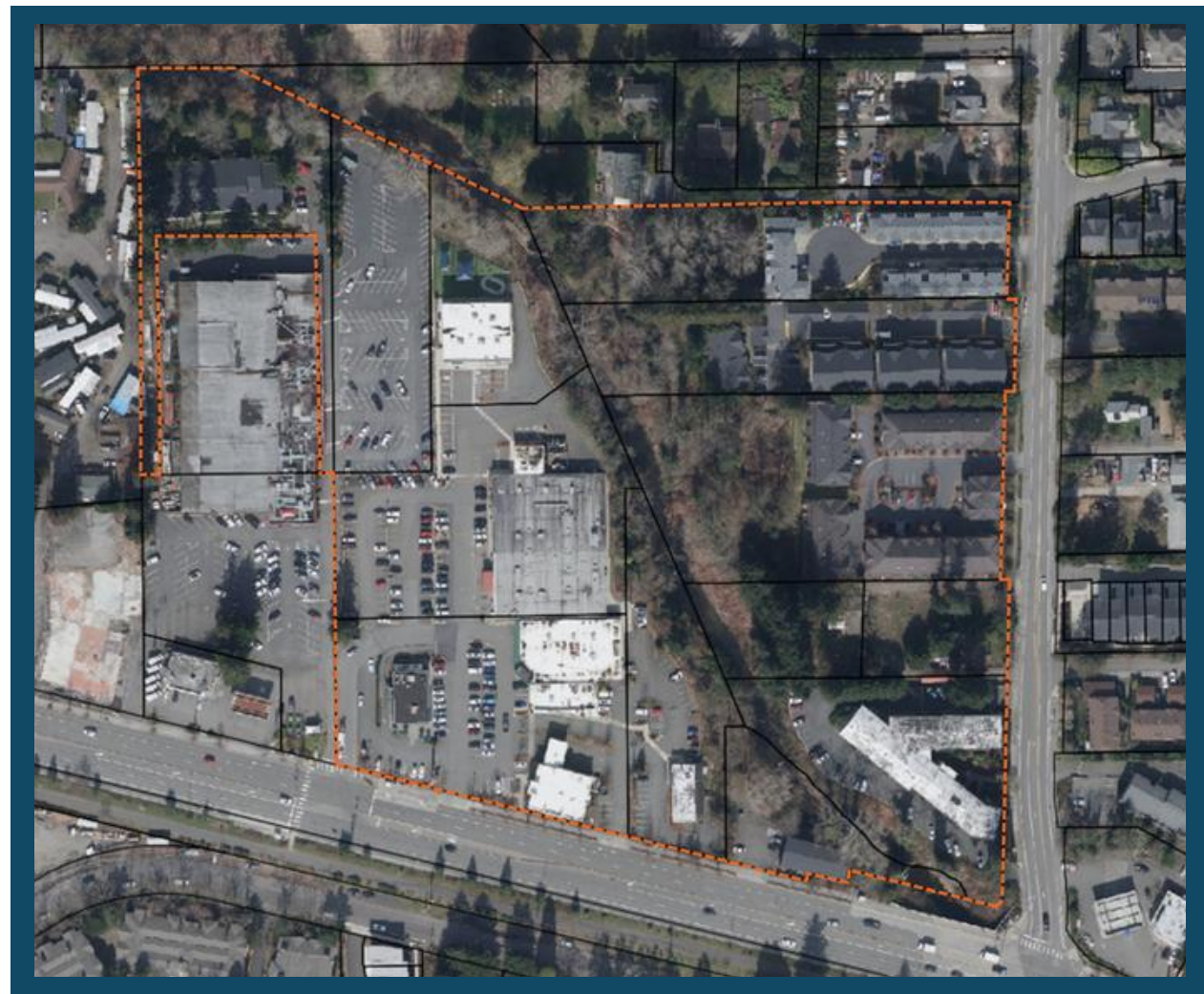


TOD and Swamp Creek Parcels 2025 Timeline



Transit-Oriented Development (TOD)

- Pedestrian-oriented mixed-use development that supports multi-modal transportation options



TOD Aerial View



*Kenmore - Google Maps Street View
2008 and 2025*

TOD in the Region



Lynnwood



Bothell



Bellingham



Code Layers

1. Shoreline- Critical Areas

- Manages and protects shorelines

2. Zoning

- Establishes land uses (residential, commercial, industrial) and sets development standards (height, density, design)

3. TOD Overlay

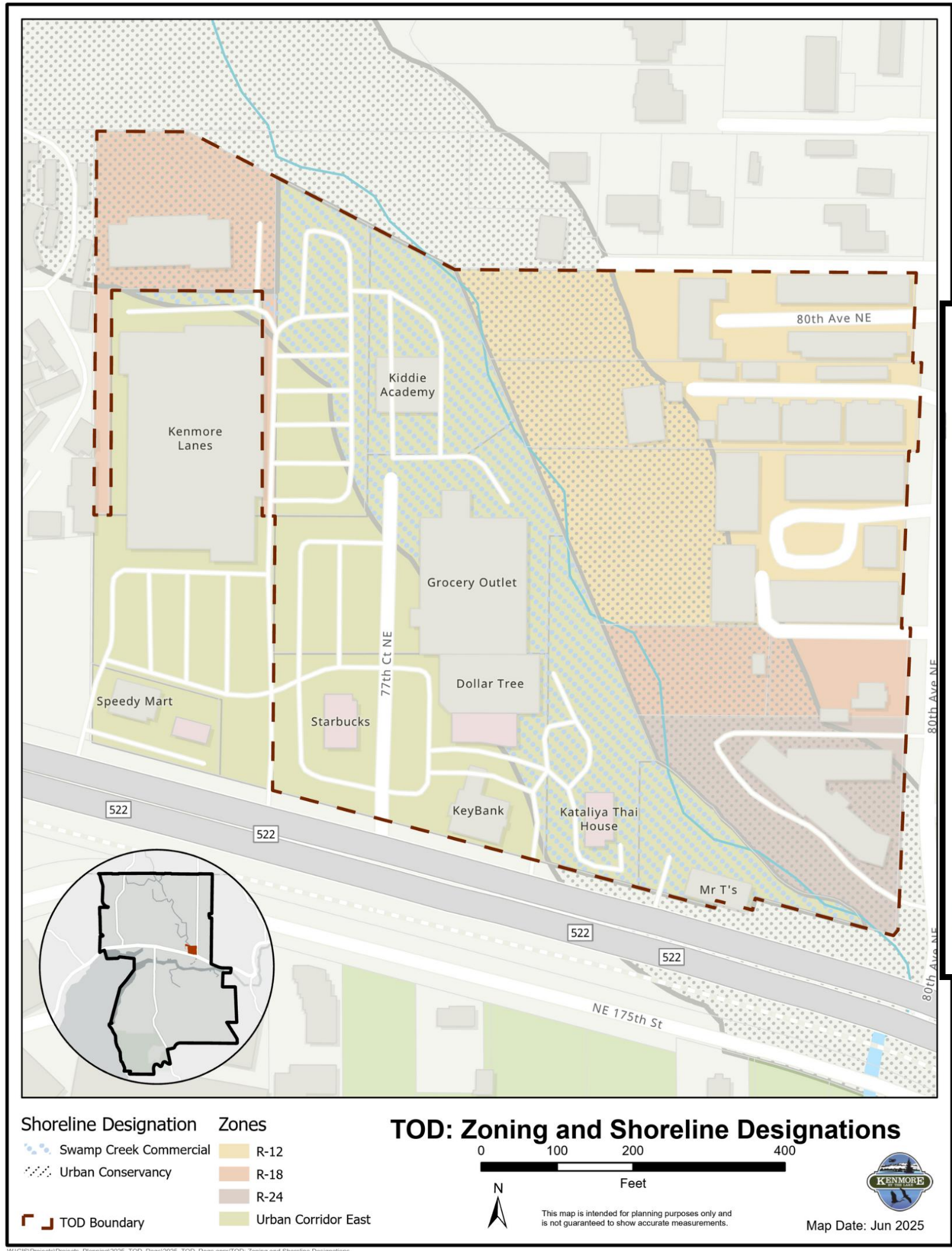
- Encourages walkable, mixed-use communities around transit stations



TOD: Zoning and Shoreline Designations

3 sets of regulations:

- 1.TOD
- 2.Zoning
- 3.Shoreline



Zones

- R-12
- R-18
- R-24
- Urban Corridor

Shoreline Designation

- Swamp Creek Commercial
- Urban Conservancy

TOD Boundary

Shoreline Designation

- Swamp Creek Commercial
- Urban Conservancy

Zones

- R-12
- R-18
- R-24
- Urban Corridor East

TOD: Zoning and Shoreline Designations

0100200400

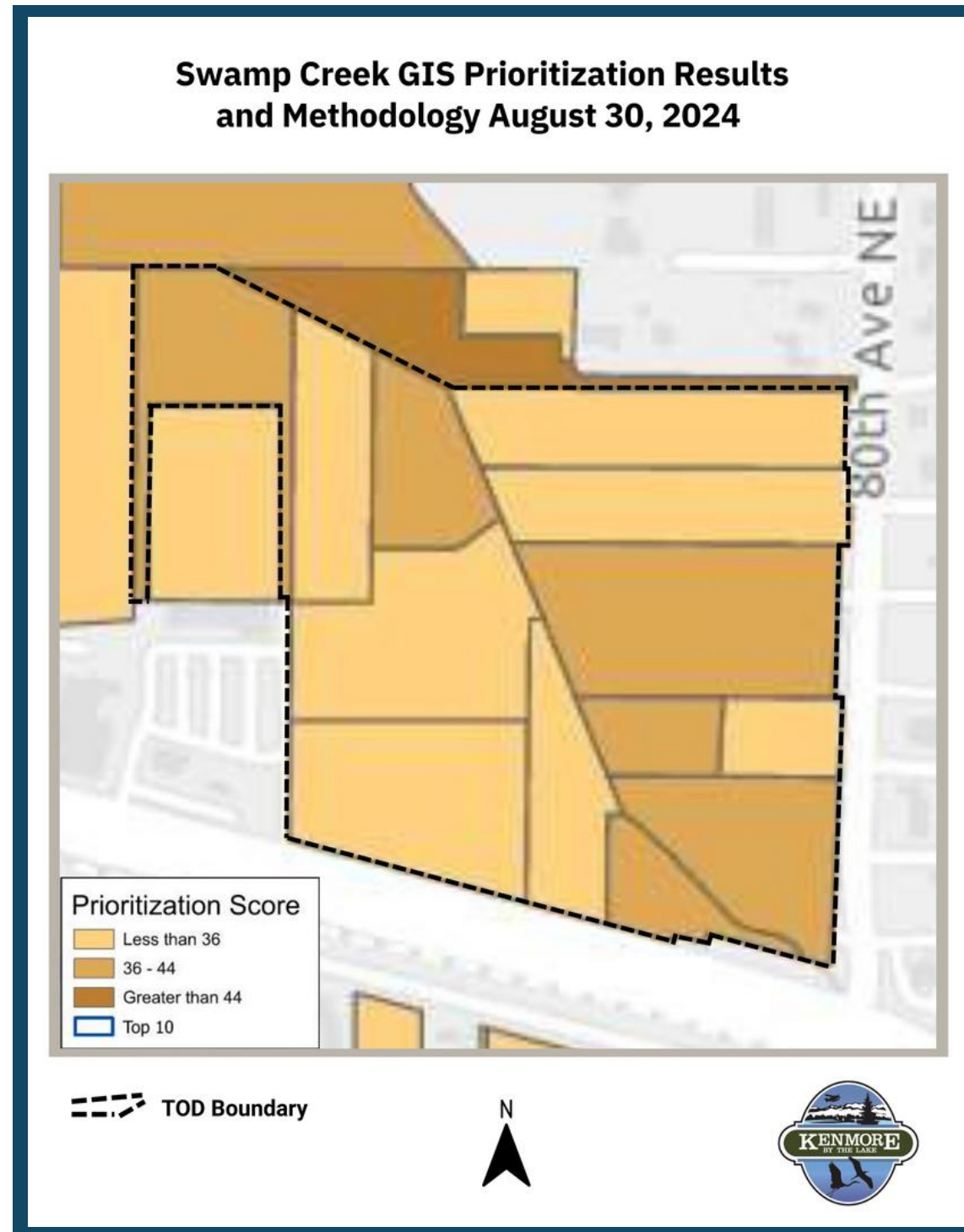
Feet

N

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

Map Date: Jun 2025

Swamp Creek Study



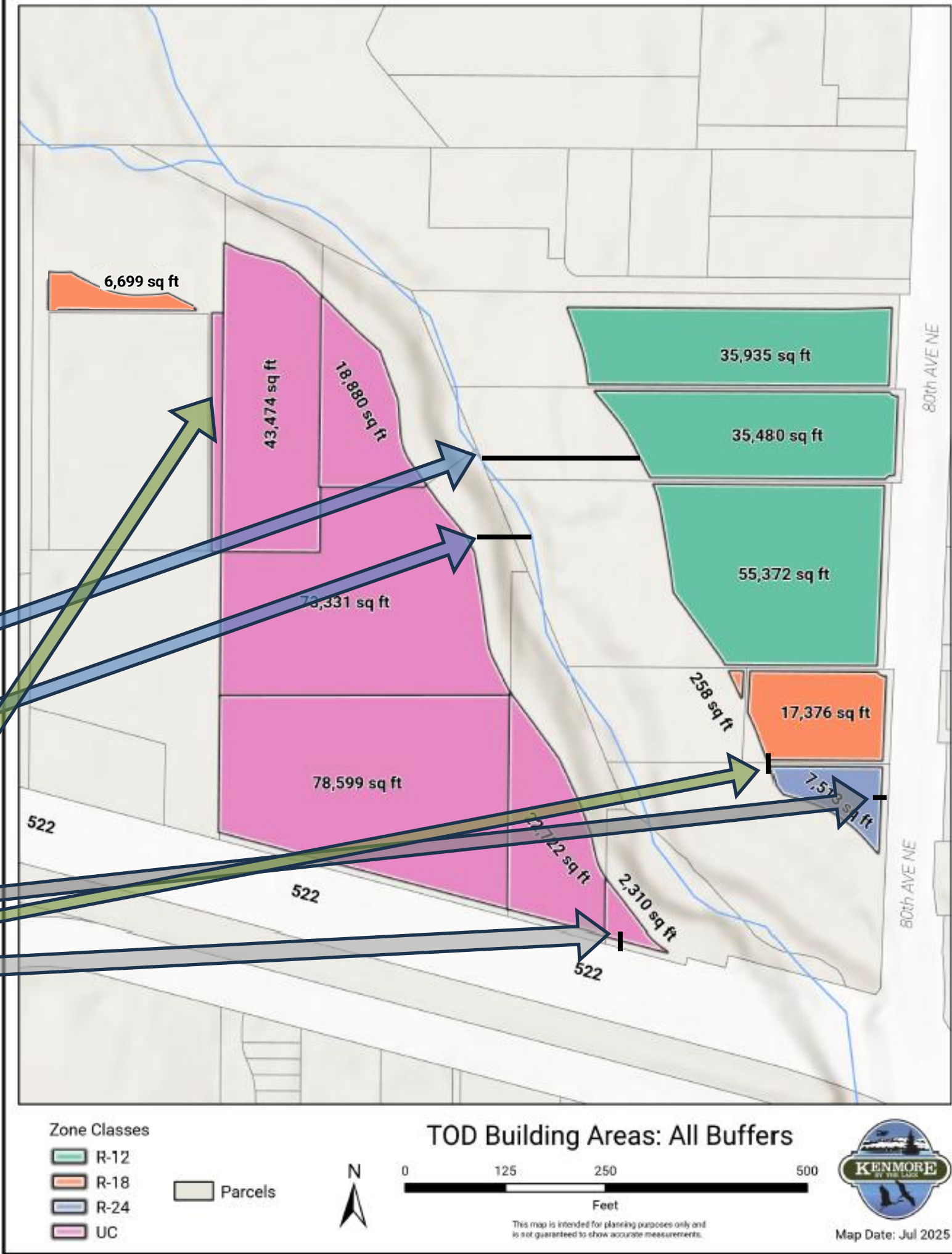
- **Purpose:** Prioritize parcels for ecological restoration
- **Method:** Osborn Consulting assessed 155 parcels based on development and environmental criteria
- **Results:** Parcels with higher scores have greater benefits for ecological restoration

Current Buildable Area

- Where buildings can be placed based on setbacks

Setbacks

	Residential or Urban Conservancy	Urban Corridor East or Swamp Creek Commercial
Swamp Creek	165'	75'
Street	10'	10'
Interior	5'	20' if adjacent to residential zone, 0' if not



Recommendations

1. Eliminate TOD Overlay and change parcels with residential zoning (R12, R18, and R24) to Urban Residential

2. Eliminate TOD Overlay and retain Urban Corridor East zoning

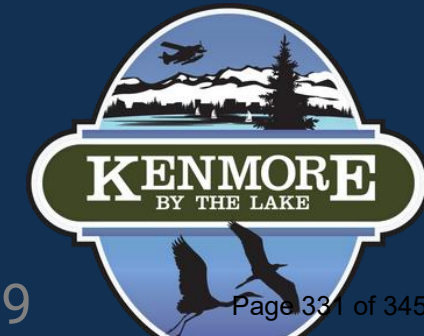
3. Provide policy incentives to increase the setback from Swamp Creek and restore shoreline buffers



Recommendation 1

1. Eliminate TOD Overlay and change parcels with residential zoning (R12, R18, and R24) to Urban Residential

Zoning and Shoreline Standards Comparison				
	Zones			Overlay Zone
Standards	Urban Residential			TOD
Minimum Street Setback		10 ft. - SR-522; 0 ft. - Other streets		
Minimum Side/Interior/Rear Setback		5 ft.		
Base/Maximum Height		85 ft. ²		65 ft.
Minimum Density: Dwelling Units/Acre		60 du/ac		60 du/ac
Base Density: Dwelling Units/Acre				
Maximum Density: Dwelling Units/Acre		150 du/ac		150 du/ac
Affordability		25% ⁵		10% ⁶



Recommendation 1

1. Eliminate TOD Overlay and change parcels with residential zoning (R12, R18, and R24) to Urban Residential

Zoning and Shoreline Standards Comparison						
	Zones					Overlay Zone
Standards	R-12	R-18	R-24	Urban Residential		TOD
Minimum Street Setback	10 ft.	10 ft.	10 ft.	10 ft. - SR-522; 0 ft. - Other streets		
Minimum Side/Interior/Rear Setback	5 ft.	5 ft.	5 ft.	5 ft.		
Base/Maximum Height	60 ft.	60 ft. 80 ft. ¹	60 ft. 80 ft. ¹	85 ft. ²		65 ft.
Minimum Density: Dwelling Units/Acre				60 du/ac		60 du/ac
Base Density: Dwelling Units/Acre	12 du/ac	18 du/ac	24 du/ac			
Maximum Density: Dwelling Units/Acre	18 du/ac	27 du/ac	36 du/ac	150 du/ac		150 du/ac
Affordability				25% ⁵		10% ⁶

Recommendation 1

- Height increases from 60' (*Residential*) and 65' (*TOD*) to 85' (*Urban Residential*)

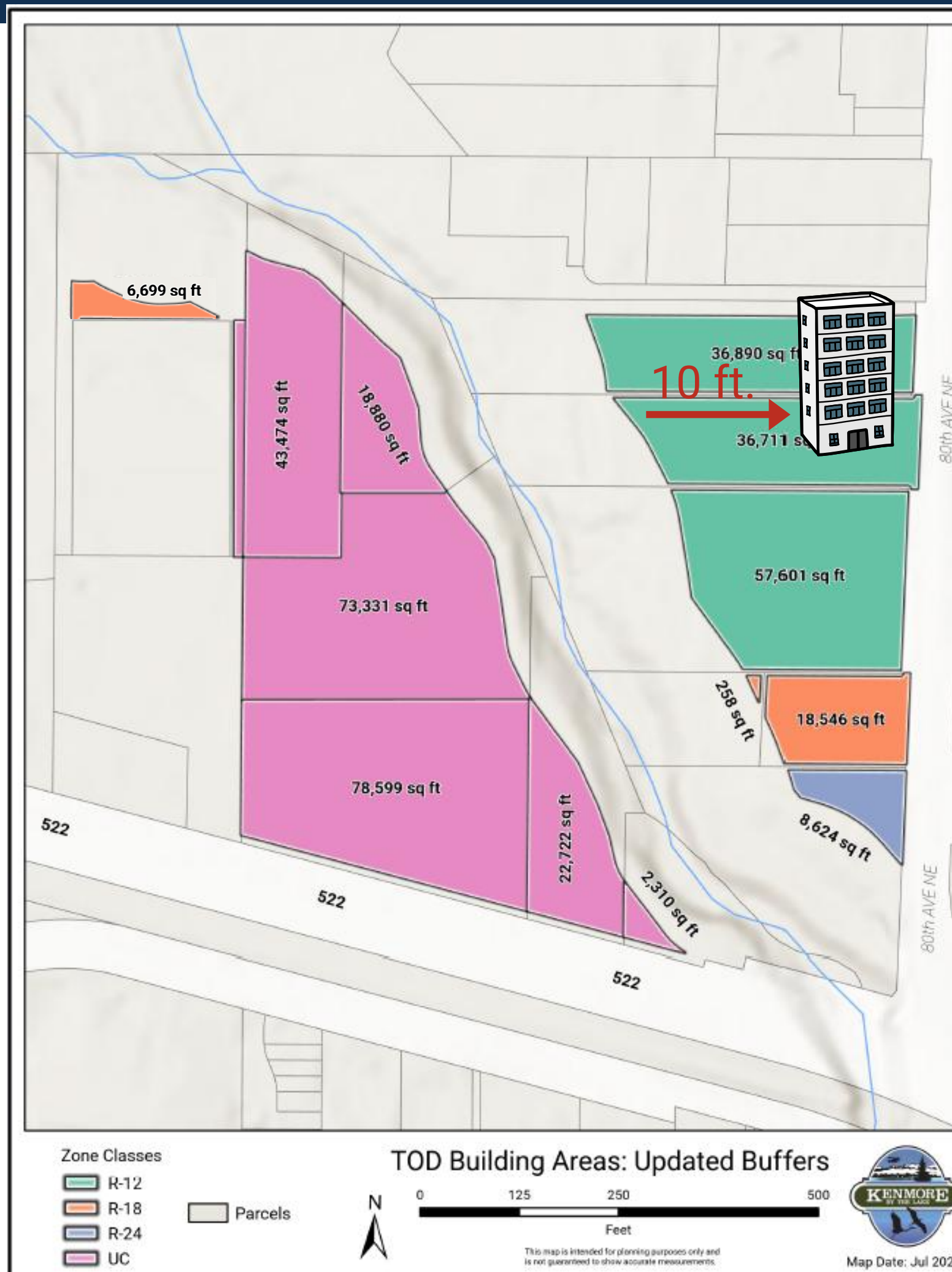


Building D in Spencer 68 Apartments

Proposed Buildable Area

Recommendation 1:

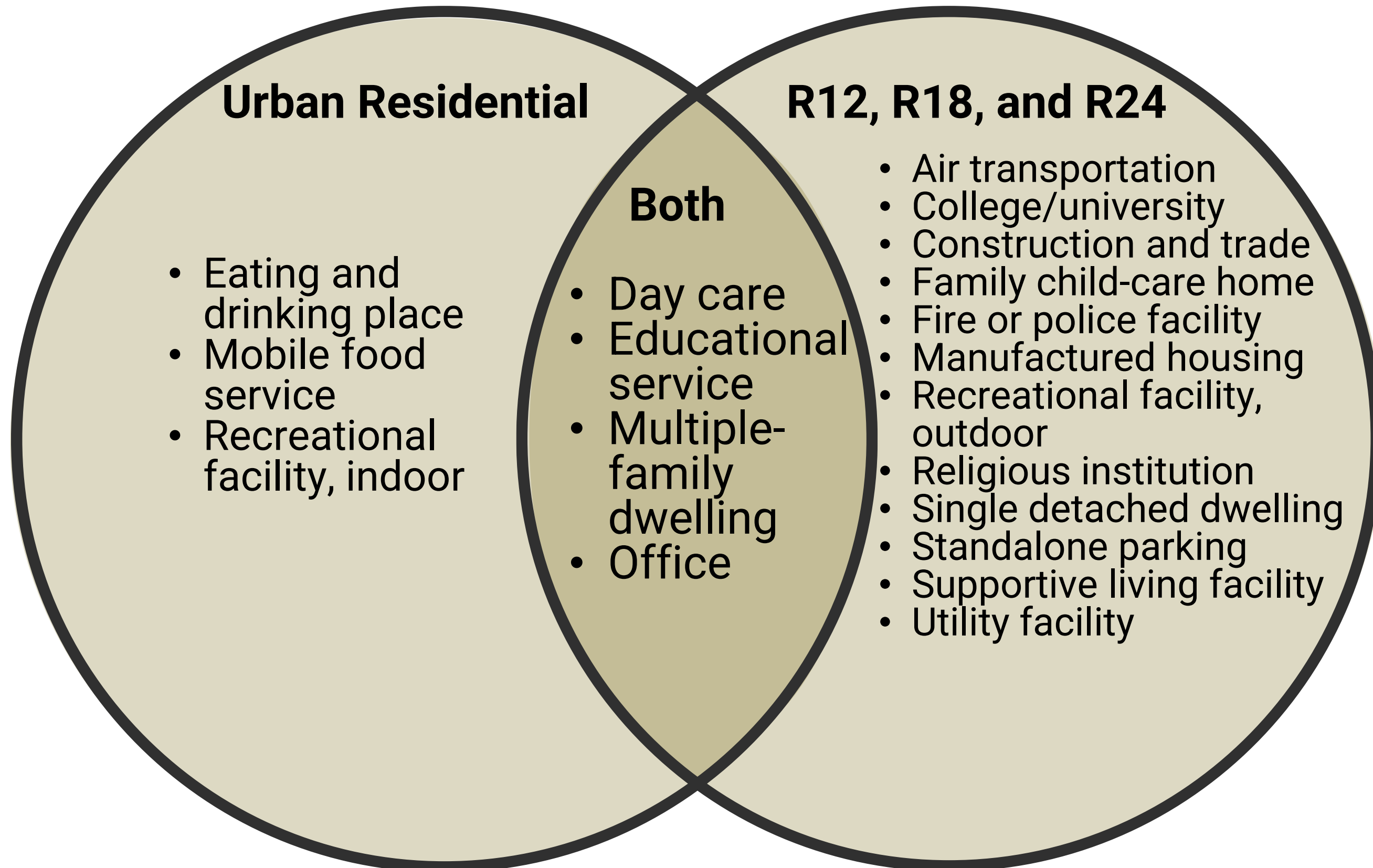
- Change parcels with residential zoning (R12, R18, and R24) to Urban Residential



Changes:

- Setback on 80th Ave NE is reduced from 10' (*Residential*) to 0' (*Urban Residential*)

Urban Residential and R12, R18, and R24 Land Uses



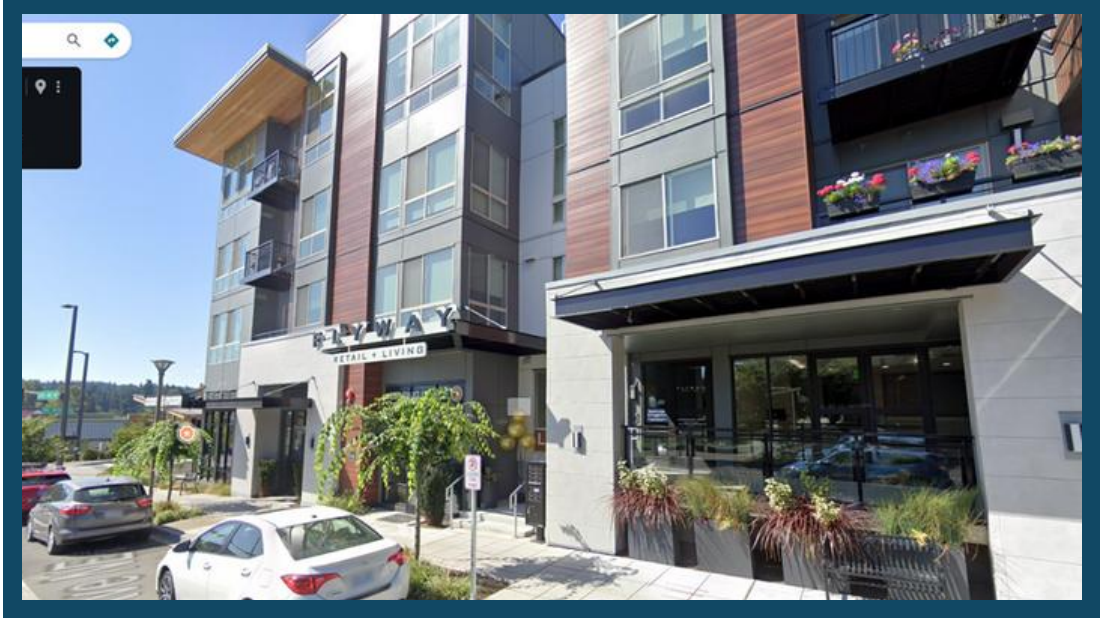
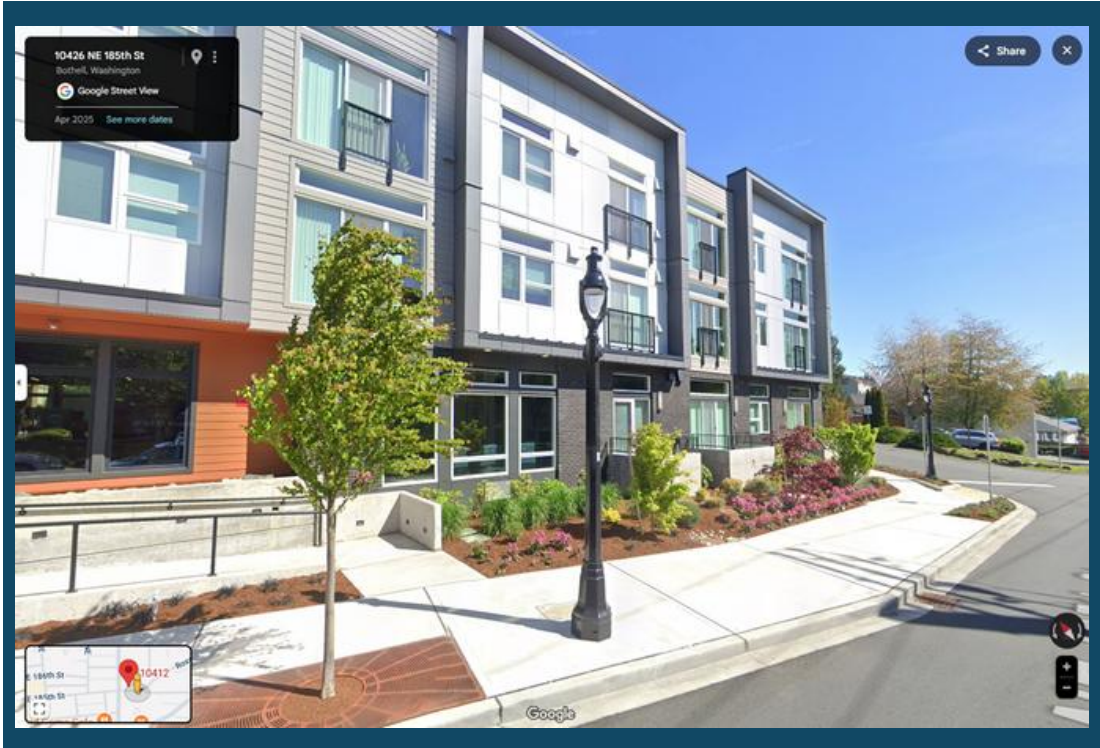
Permitted in R12, R18, and R24 but Conditional in Urban Residential

- Arts, entertainment
- Health care and social
- Parks



Urban Residential Pros and Cons

Pros	Cons
Increased affordability requirement of 25%	Increased costs of development, but offset by density
Increased height from 65' to 85'	May impact visual and environmental aesthetics, but height is needed to accommodate affordability and density
Reduced setback on 80th Ave NE from 10' to 0'	Facades will look more urban than suburban
More housing units with density increasing from 60-150 du/ac	Increased pollution with more vehicles, but reduces per-capita emissions through efficient energy use
Mixed-use with restaurants, offices, and housing	May increase vehicle and pedestrian traffic, but infrastructure improvements (drainage, sidewalks) will help



Buildings with and without a setback from the sidewalk



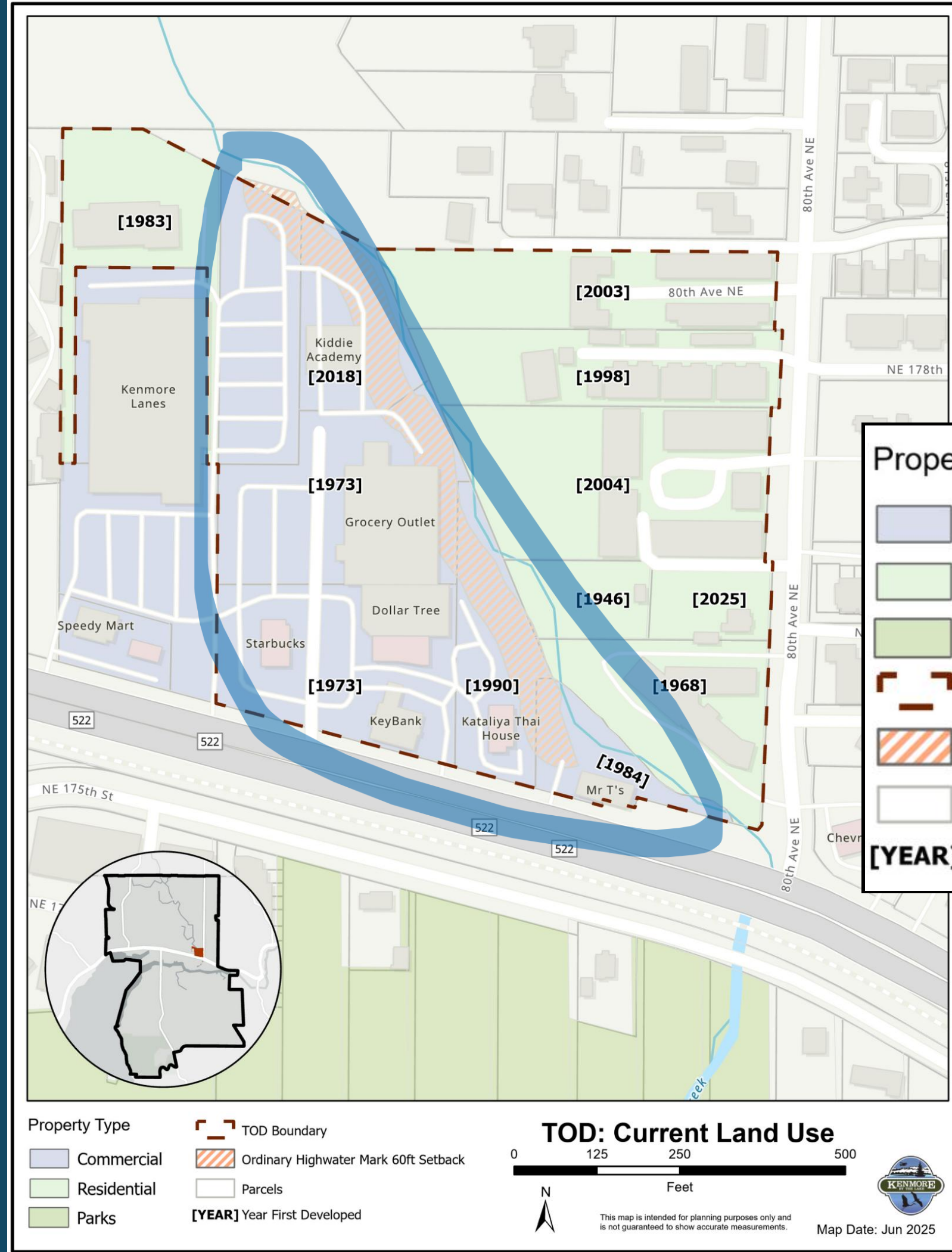
Recommendation 2

2. Eliminate TOD Overlay and retain Urban Corridor East zoning

Zoning and Shoreline Standards Comparison			
	Zones		Overlay Zone
Standards		UC East	TOD
Minimum Street Setback		10 ft.	
Minimum Side/Interior/Rear Setback		20 ft.	
Base/Maximum Height		85 ft. ²	65 ft.
Minimum Density: Dwelling Units/Acre		60 du/ac	60 du/ac
Base Density: Dwelling Units/Acre			
Maximum Density: Dwelling Units/Acre		150 du/ac	150 du/ac
Affordability		25% ^{4,5}	10% ⁶

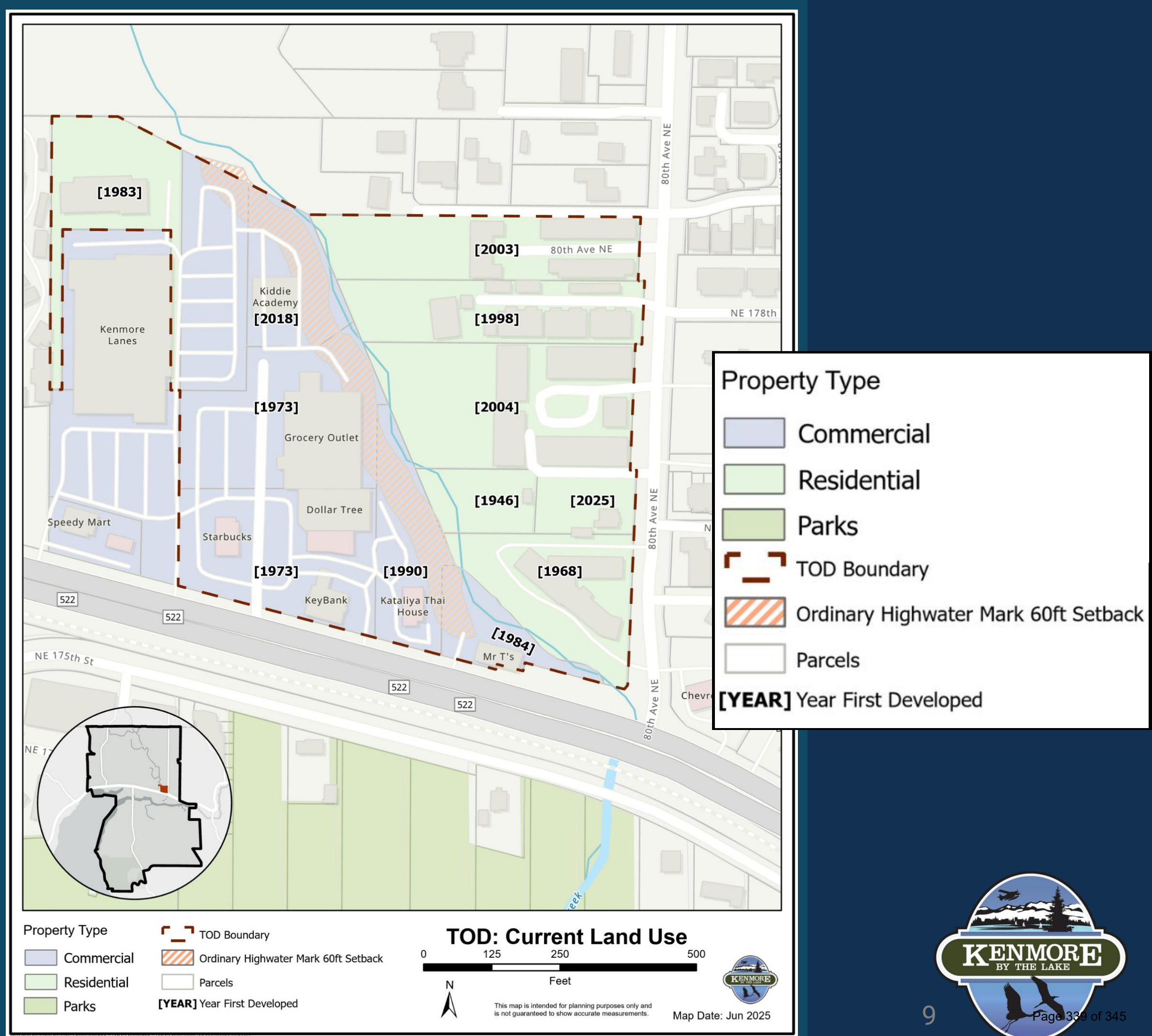
Eliminating TOD and retaining UC East

Pros	Cons
Increased affordability requirement of 25% with UC East and Urban Residential	Increased costs of development, but offset by density
Increased height from 65' to 85' with UC East and Urban Residential	May impact the character of the urban environment through vertical sprawl
Can still function as a "TOD zone" through the UC East and Urban Residential zoning requirements	Developers are not able to choose between zoning requirements (less flexibility)



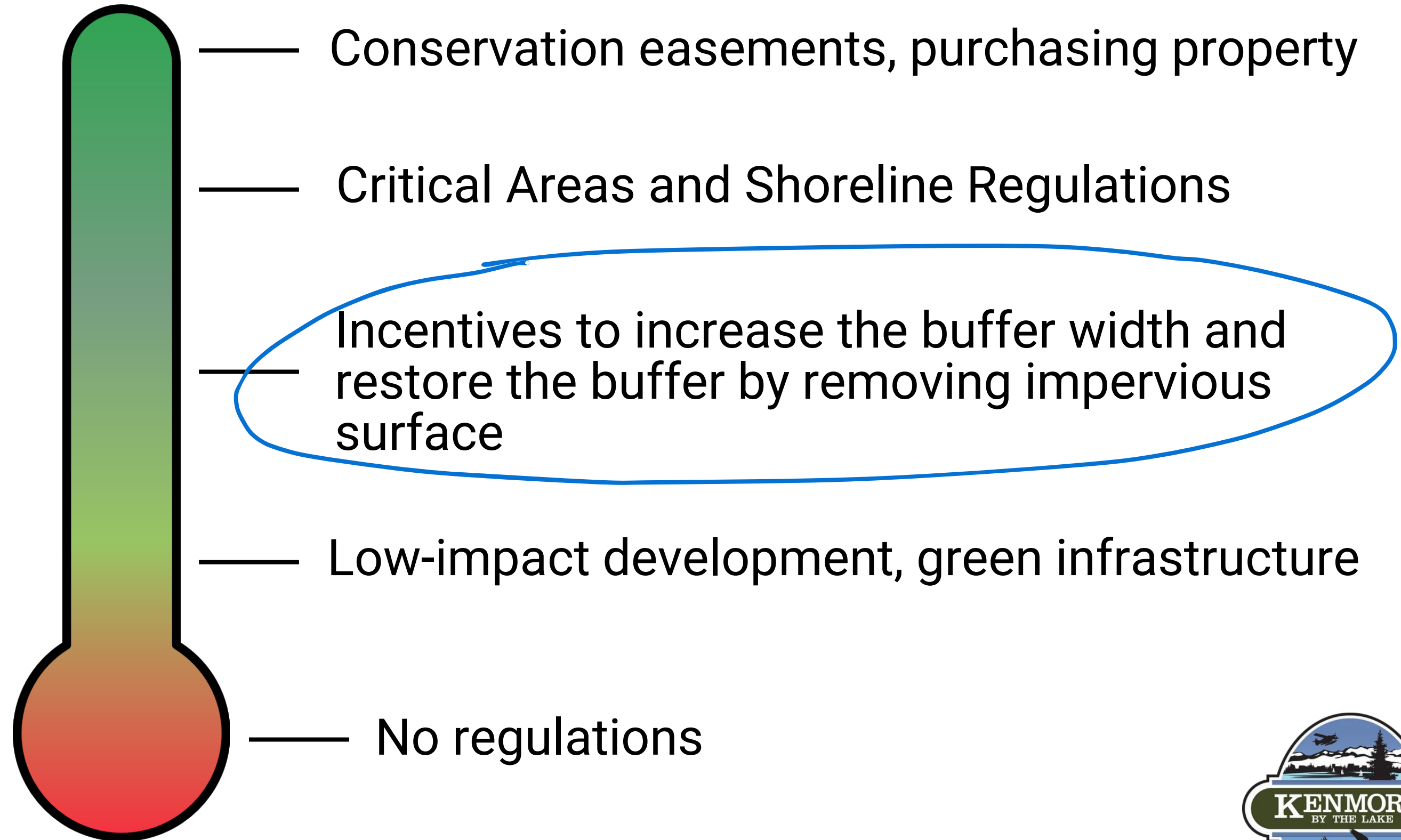
Recommendation 3

3. Provide policy incentives to increase the setback from Swamp Creek and restore shoreline buffers



Policy Incentives

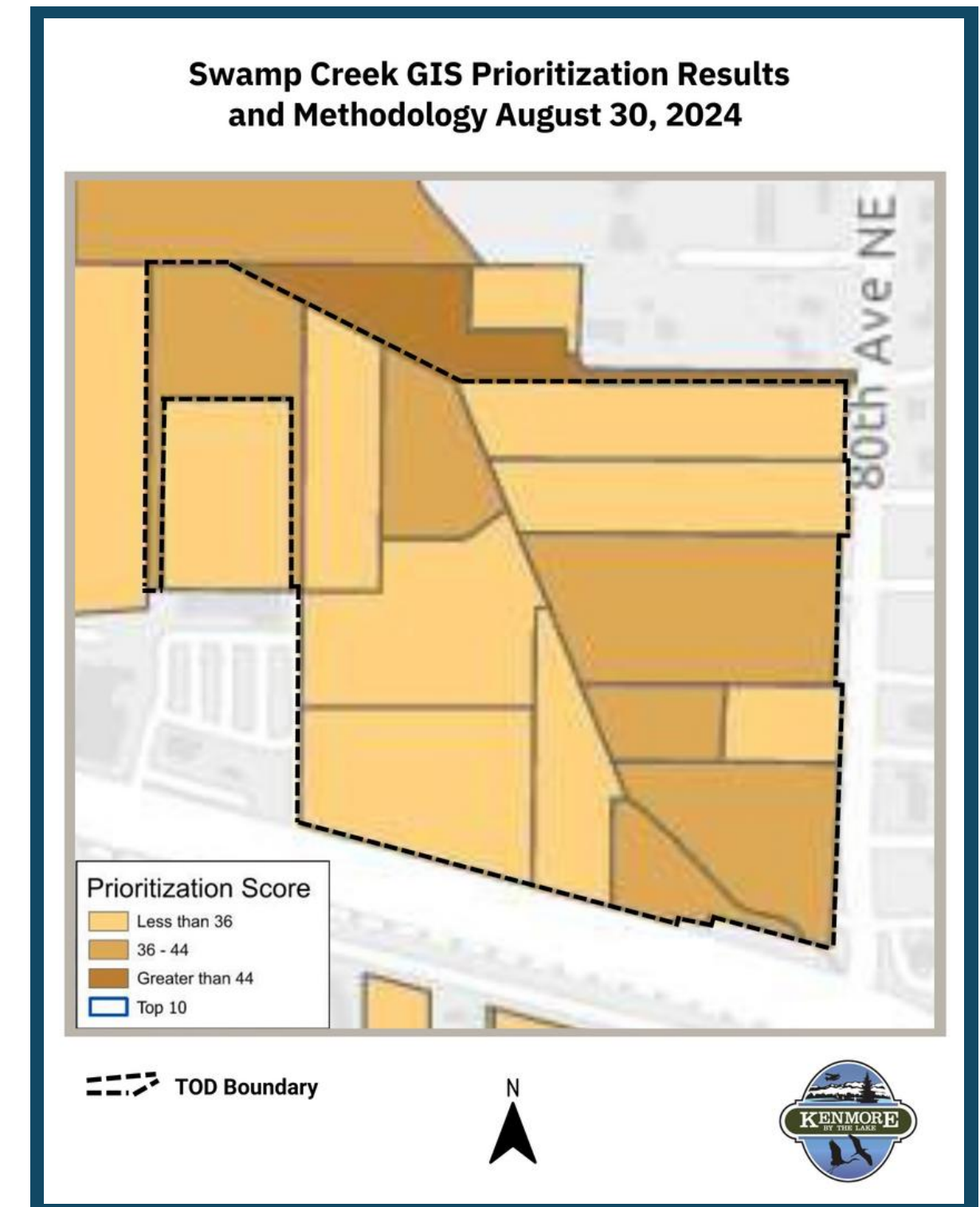
↑
**Environmental
Preservation**
↓

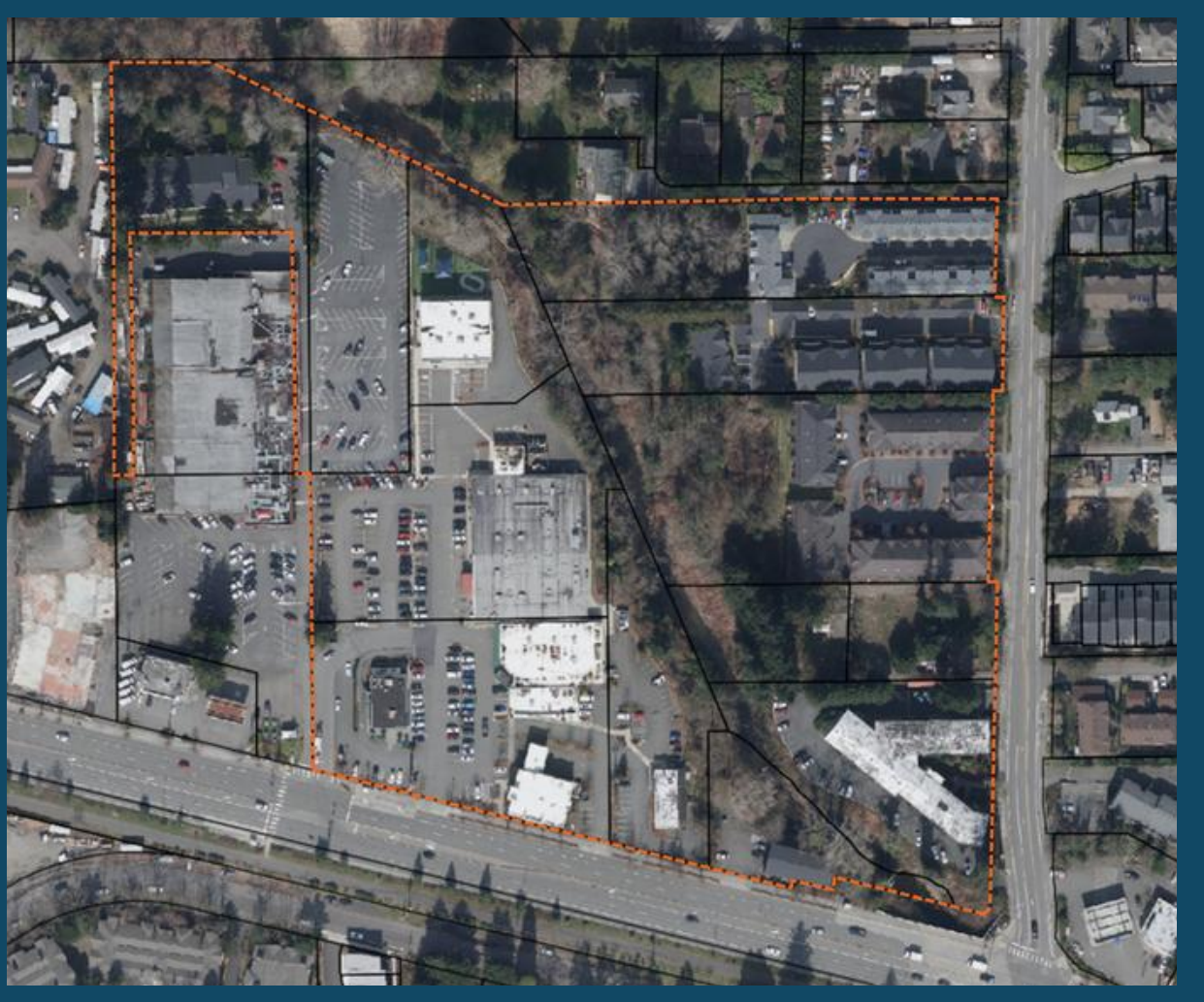


Policy Question

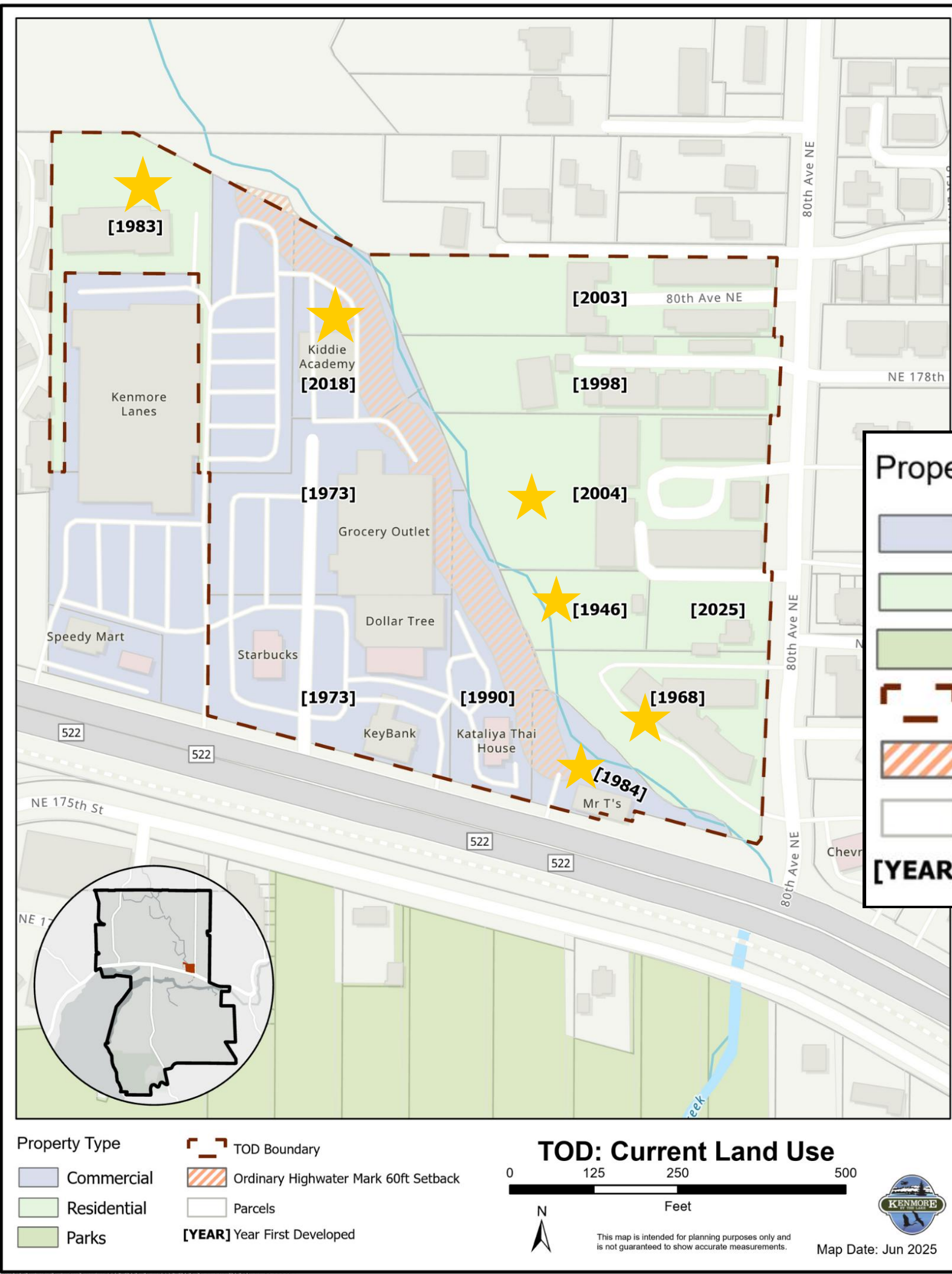
1. Which incentives should be used to increase and/or restore shoreline buffers from Swamp Creek?

- a. Reducing the 25% **affordability** requirement
- b. Reducing or eliminating minimum **parking** requirements
- c. Allowing an increase in **density**
- d. Allowing an increase in **height**





TOD Aerial View



★ Swamp Creek Study - Medium Prioritization Score

Property Type

- Commercial
- Residential
- Parks

TOD Boundary

Ordinary Highwater Mark 60ft Setback

Parcels

[YEAR] Year First Developed

For comments and questions:

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Senior Planner, Community Development Department
bchue@kenmorewa.gov
425-984-6157

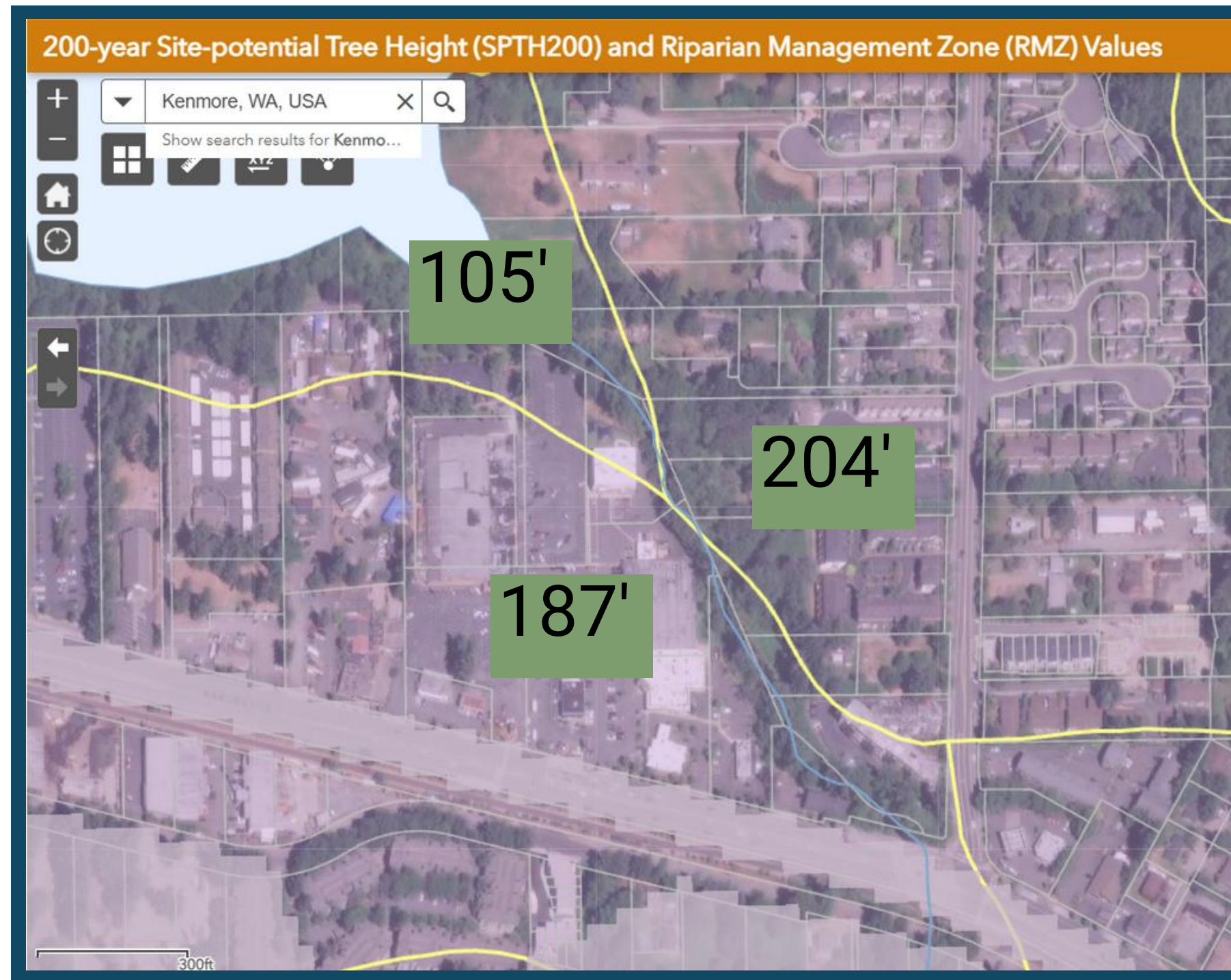


Zoning and Shoreline Standards Comparison

Zoning and Shoreline Standards Comparison								
	Zones					Overlay Zone	Shoreline	
Standards	R-12	R-18	R-24	UC East	Urban Residential	TOD	SCC	UC
Minimum Street Setback	10 ft.	10 ft.	10 ft.	10 ft.	10 ft. - SR-522; 0 ft. - Other streets			
Minimum Side/Interior Setback	5 ft.	5 ft.	5 ft.	20 ft.	5 ft.			
Minimum Rear Setback	5 ft.	5 ft.	5 ft.		5 ft.			
Base/Maximum Height	60 ft.	60 ft. 80 ft. ¹	60 ft. 80 ft. ¹	85 ft. ²	85 ft. ²	65 ft.	35 ft. ³	35 ft.
Minimum Density: Dwelling Units/Acre				60 du/ac	60 du/ac	60 du/ac		
Base Density: Dwelling Units/Acre	12 du/ac	18 du/ac	24 du/ac					
Maximum Density: Dwelling Units/Acre	18 du/ac	27 du/ac	36 du/ac	150 du/ac	150 du/ac	150 du/ac		
Minimum Density: Percentage	80%	75%	70%					
Maximum Impervious Surface	85%	85%	85%	90%	90%			
Minimum Lot Width	30 ft.	30 ft.	30 ft.		30 ft.			
Shoreline Buffer from OHWM on Swamp Creek based on land uses:								
Residential development; non-water oriented uses							60 ft.	150 ft.
Water-oriented uses							50 ft.	100 ft.
Building Setback from the Shoreline Buffer							15 ft.	15 ft.
Affordability				25% ^{4,5}	25% ⁵	10% ⁶		

Source: ([KMC 18.21.050](#), [KMC 18.25A.060](#), [KMC 18.24A.040](#), [KMC 18.29.050](#), [KMC 16.65.020](#), [KMC 18.77](#)).

New Methodology for Critical Area Buffers



Washington Dept. of Fish and Wildlife, 200-year Site-potential Tree Height and Riparian Management Zone Values

- Buffers may increase from the Creek using the SPTH methodology
- New methodology may affect shoreline jurisdiction area or development setbacks in the future

