



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

City of Kenmore
REVISED City Council Regular Meeting Agenda
7:00 p.m., Tuesday, January 16, 2018
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL MEETING TO ORDER

II. ROLL CALL

III. SWEARING IN OF COUNCILMEMBERS

IV. FLAG SALUTE

V. ELECTION OF MAYOR

VI. ELECTION OF DEPUTY MAYOR

VII. AGENDA APPROVAL

VIII. CITIZEN COMMENTS

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

IX. CONSENT AGENDA

- A. The Following Checks and Electronic Payments are Approved for Payment:
Total Check #38679 through #38782 in the amount of \$614,690.95.
Total Payroll/Taxes/Flexible Spending & Health Savings Account Electronic Deposits Dated 12/22/2017 in the amount of \$96,145.58.
[Check Vouchers](#)
- B. Ordinance 18-0454 Amending Title 18 of the Kenmore Municipal Code Regarding the Neighborhood Business and Community Business Zoning Districts and Related Zoning Code Sections
[Agenda Item](#)

- C. Authorize the City Manager to Increase the Contract Authority with Jacobs Engineering to \$2,776,149 to Complete the Design and Right of Way Acquisition for the West Sammamish River Bridge
[Agenda Item](#)
- D. Resolution 18-304 Granting Final Plat Approval for Plat of Northshore Ridge
[Agenda Item](#)
- E. Authorize the City Manager to Accept \$6.9 Million of Transportation Improvement Board Funding for the West Sammamish River Bridge Replacement Project
[Agenda Item](#)
- F. Resolution 18-305 Ratifying the Amended and Restated Interlocal Agreement Establishing the ECity Gov Alliance
[Agenda Item](#)
- G. Resolution 18-306 Adopting the Amendment to the City of Kenmore's 2018 Fee Schedule
[Agenda Item](#)

X. BUSINESS AGENDA

- A. Mobile Home Park Update and Check-In - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner
[Agenda Item](#)
- B. Review and Appoint Council Committees
[Agenda Item](#)

XI. STAFF REPORT

XII. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XIII. ADJOURNMENT

Upcoming Meetings:

- A. Tuesday, January 17, 2018 11:30 a.m. - State of the City Address, Inglewood Golf Course
Monday, January 22, 2018 - Regular Council Meeting
Monday, January 29, 2018 - Special Council Meeting



City of Kenmore

Voucher Certification and Approval

DATE RANGE:

12/16/2017 - 12/29/2017

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 the 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 # 38679 through 38782 \$ 614,690.95

Total Payroll/Taxes/Flexible Spending & Health Savings Acct. Electronic Deposits Dated: 12/22/2017: \$ 96,145.58

RJ Kas 1/2/17
City Manager / Date

James D. Gregory 12/29/17
Finance Director / Date

Vendor Name	Payment Number	Description	Amount
VOID	38679	Void	-
WELWEST CONSTRUCTION INC.	38680	17-C1744 Retainage Release	5,680.40
AFLAC	38681	Employee Medical/Disability Plans	172.38
AFLAC	38681	Employee Medical/Disability Plans	224.07
AMERICAN GENERAL LIFE GPO-400S	38682	Life Insurance	248.68
AMERICAN GENERAL LIFE GPO-400S	38682	Life Insurance	67.37
AMERICAN GENERAL LIFE GPO-400S	38682	Life Insurance	37.63
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	3,097.73
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	634.26
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	319.09
AWC EMPLOYEE BENEFITS	38683	Employee Health Ins Contributions	664.99
AWC EMPLOYEE BENEFITS	38683	Employee Health Ins Contributions	162.86
AWC EMPLOYEE BENEFITS	38683	Employee Health Ins Contributions	62.85
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	3,542.86
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	719.42
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	26,445.06
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	5,377.65
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	2,528.45
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	38.80
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	6.59
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	3.95
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	405.17
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	78.01
AWC EMPLOYEE BENEFITS	38683	Employee Health Insurance	42.18
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	146.39
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	51.16
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	27.23
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	569.55
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	199.03

DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	105.94
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	89.51
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	2.11
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	6.28
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	161.16
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	3.83
DEPARTMENT OF LABOR AND INDUSTRIES	38685	City of Kenmore	11.36
DEPARTMENT OF RETIREMENT SYSTEMS	38686	Public Employees Retirement	1,631.07
DEPARTMENT OF RETIREMENT SYSTEMS	38686	Public Employees Retirement	14,513.46
DEPARTMENT OF RETIREMENT SYSTEMS	38686	Public Employees Retirement	2,408.65
DEPARTMENT OF RETIREMENT SYSTEMS	38686	Public Employees Retirement	1,374.36
DEPARTMENT OF RETIREMENT SYSTEMS	38686	Public Employees Retirement	164.27
DEPARTMENT OF RETIREMENT SYSTEMS	38686	Public Employees Retirement	804.63
DEPARTMENT OF RETIREMENT SYSTEMS	38686	Public Employees Retirement	655.49
DRS 457	38687	DRS 457 Deferred Comp	540.00
ICMA RETIREMENT TRUST 457 - 304745	38688	ICMA 457 Deferred Comp	2,273.07
ICMA RETIREMENT TRUST 457 - 304745	38688	ICMA 457 Deferred Comp	662.26
LINCOLN NATIONAL LIFE INSURANCE	38689	Life Ins/ADD & LTD	308.90
LINCOLN NATIONAL LIFE INSURANCE	38689	Life Ins/ADD & LTD	46.92
LINCOLN NATIONAL LIFE INSURANCE	38689	Life Ins/ADD & LTD	26.79
LINCOLN NATIONAL LIFE INSURANCE	38689	Life Ins/ADD & LTD	466.01
LINCOLN NATIONAL LIFE INSURANCE	38689	Life Ins/ADD & LTD	68.16
LINCOLN NATIONAL LIFE INSURANCE	38689	Life Ins/ADD & LTD	38.92
NATIONAL LIFE OF VERMONT	38690	Life Insurance	123.17
NATIONWIDE FINANCIAL 401a	38691	City of Kenmore 401a Loan	240.68
NATIONWIDE FINANCIAL 401a	38691	City of Kenmore 401a Loan	219.19
NATIONWIDE FINANCIAL 401a	38691	City of Kenmore 401a	7,268.18
NATIONWIDE FINANCIAL 401a	38691	City of Kenmore 401a	1,369.20
NATIONWIDE FINANCIAL 401a	38691	City of Kenmore 401a	781.07
NATIONWIDE RETIREMENT SOLUTIONS 457	38692	Nationwide 457 Deferred Comp	250.00
NATIONWIDE RETIREMENT SOLUTIONS 457	38692	Nationwide 457 Deferred Comp	45.00
STATE OF FLORIDA DISBURSEMENT UNIT	38693	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	38694	Employee Charitable Contribution	52.00
A-1 LANDSCAPING & CONSTRUCTION, INC	38695	17-C1650 Moorlands Park Improvements	198,626.78
AAA PRINTING	38696	Explore Kenmore Brochure	1,405.35
ALCALDE & FAY	38697	December Government Affairs Consulting	5,393.80
ALPHAGRAPHS	38698	Business Cards/Council/Dev. Svcs	110.11
ALPHAGRAPHS	38698	Business Cards/Council/Dev. Svcs	172.84
ANCHOR QEA, LLC	38699	17-C1684 Nov. Navigation Channel Dredging	1,021.50
BAKER, DAVID	38700	Mileage/Travel Reimbursement	163.71
BAKER, DAVID	38700	Mileage/Travel Reimbursement	31.03
BAKER, DAVID	38700	Mileage Reimbursement	162.64
BANNER BANK BAKER	38701	NLC Registration/Meals/Parking/Lodging	60.98
BANNER BANK BAKER	38701	NLC Registration/Meals/Parking/Lodging	1,569.77
BANNER BANK BAKER	38701	NLC Registration/Meals/Parking/Lodging	795.00
BANNER BANK BH	38702	Apple Store/Town Center Hardware	35.85
BANNER BANK BH	38702	Apple Store/Town Center Hardware	32.00
BANNER BANK BH	38702	Apple Store/Town Center Hardware	931.60
BANNER BANK CS	38703	TX Training/Car Rental/Insurance/Airfare	250.49

BANNER BANK	CS	38703	TX Training/Car Rental/Insurance/Airfare	306.40
BANNER BANK	CS	38703	TX Training/Car Rental/Insurance/Airfare	63.00
BANNER BANK	DB	38704	Training/Supplies/Employee Appreciation	1,634.16
BANNER BANK	DB	38704	Training/Supplies/Employee Appreciation	93.88
BANNER BANK	DB	38704	Training/Supplies/Employee Appreciation	1,225.00
BANNER BANK	JG	38705	Supplies/Background Checks	62.99
BANNER BANK	JG	38705	Supplies/Background Checks	12.00
BANNER BANK	JGORDON	38706	G2 Revolution LLC/Recycle Bins	199.50
BANNER BANK	KENMORE	38707	Amazon/Seattle Times/Safeway/Olive Garden	136.92
BANNER BANK	KENMORE	38707	Amazon/Seattle Times/Safeway/Olive Garden	185.16
BANNER BANK	KENMORE	38707	Amazon/Seattle Times/Safeway/Olive Garden	16.61
BANNER BANK	KENMORE	38707	Amazon/Seattle Times/Safeway/Olive Garden	12.19
BANNER BANK	KENMORE	38707	Amazon/Seattle Times/Safeway/Olive Garden	214.38
BANNER BANK	KENMORE	38707	Amazon/Seattle Times/Safeway/Olive Garden	179.98
BANNER BANK	KENMORE	38707	Amazon/Seattle Times/Safeway/Olive Garden	328.90
BANNER BANK	KENMORE	38707	Amazon/Seattle Times/Safeway/Olive Garden	81.20
BANNER BANK	KENMORE	38708	Cedarbrook/Apple Store/Home Depot/Acapulco	114.90
BANNER BANK	KENMORE	38708	Cedarbrook/Apple Store/Home Depot/Acapulco	140.01
BANNER BANK	KENMORE	38708	Cedarbrook/Apple Store/Home Depot/Acapulco	690.80
BANNER BANK	KENMORE	38708	Cedarbrook/Apple Store/Home Depot/Acapulco	218.90
BANNER BANK	NO	38709	Jimmy Johns/Ingallina's/Chambermaster	75.90
BANNER BANK	NO	38709	Jimmy Johns/Ingallina's/Chambermaster	153.19
BANNER BANK	NO	38709	Jimmy Johns/Ingallina's/Chambermaster	117.17
BANNER BANK	NO	38709	Jimmy Johns/Ingallina's/Chambermaster	152.18
BANNER BANK	RK	38710	NLC Lodging/XMas Tree/Bothell Chamber/AWC	55.00
BANNER BANK	RK	38710	NLC Lodging/XMas Tree/Bothell Chamber/AWC	1,262.00
BANNER BANK	RK	38710	NLC Lodging/XMas Tree/Bothell Chamber/AWC	45.00
BANNER BANK	RK	38710	NLC Lodging/XMas Tree/Bothell Chamber/AWC	6.59
BANNER BANK	RK	38710	NLC Lodging/XMas Tree/Bothell Chamber/AWC	64.37
BANNER BANK	RK	38710	NLC Lodging/XMas Tree/Bothell Chamber/AWC	197.99
BANNER BANK	SKROGH	38711	Social Media/Events Supplies/Rentals/Advertising	85.53
BANNER BANK	SKROGH	38711	Social Media/Events Supplies/Rentals/Advertising	260.39
BANNER BANK	SKROGH	38711	Social Media/Events Supplies/Rentals/Advertising	189.63
BANNER BANK	SKROGH	38711	Social Media/Events Supplies/Rentals/Advertising	656.52
BANNER BANK	SKROGH	38711	Social Media/Events Supplies/Rentals/Advertising	279.70
BANNER BANK	SKROGH	38711	Social Media/Events Supplies/Rentals/Advertising	69.90
BANNER BANK	SKROGH	38711	Social Media/Events Supplies/Rentals/Advertising	32.15
BRIEN, GAYLYNN		38712	Sept. Sales Tax Data Conversion Svcs	50.00
BRUCE C ALLEN & ASSOC INC		38713	17-C1786 Squire's Landing	6,000.00
CADMAN MATERIALS, INC.		38714	Asphalt/Drainage Materials	75.17
CADMAN MATERIALS, INC.		38714	Asphalt/Drainage Materials	139.04
CALPORTLAND COMPANY		38715	Surface Water Materials	246.45
CITY OF LAKE FOREST PARK		38716	November Public Works Contract	18,387.00
CITY OF LAKE FOREST PARK		38716	November Public Works Contract	19,122.48
CITY OF LAKE FOREST PARK		38716	November Public Works Contract	259.05
CITY OF LAKE FOREST PARK		38716	November Public Works Contract	36,038.52
CITY OF LAKE FOREST PARK		38716	November Public Works Contract	414.48
COMCAST BUSINESS		38717	November City Hall/Hangar/Incubator Internet	788.47
COMCAST BUSINESS		38717	November City Hall/Hangar/Incubator Internet	463.52
COMCAST BUSINESS		38717	November City Hall/Hangar/Incubator Internet	563.41
COMCAST BUSINESS		38718	City Hall Phones	738.56
COMCAST BUSINESS		38719	City Hall/Hanger/Incubator Internet	788.47

COMCAST BUSINESS	38719	City Hall/Hanger/Incubator Internet	463.52
COMCAST BUSINESS	38719	City Hall/Hanger/Incubator Internet	563.41
DEVRIES, DENIS	38720	Police Volunteer Mileage Reimbursement	31.57
EVERGREEN FIRE AND SAFETY, INC.	38721	Fire Extinguisher Annual Inspection	160.33
FAZZARI MARKETING	38722	Target Zero Blinking Lights	898.44
FIRE PROTECTION, INC	38723	City Hall Sprinkler Service	737.00
FIRE PROTECTION, INC	38724	Hangar Bldg. Fire Alarm Service	1,583.45
FRUHLING SAND & TOPSOIL	38725	Drainage Materials & Concrete Dumping	321.16
GOOD TO GO	38726	City Vehicle (Ford Escape) Toll Charge	11.75
GRANICUS	38727	GovDelivery/Granicus Subscription Renewal	12,155.06
H.B. JAEGER COMPANY, LLC	38728	Surface Water Drainage Materials	380.89
HERBIG, NIGEL	38729	NLC Summit Expense Reimbursement	425.65
HERMANSON COMPANY, LLP	38730	City Hall HVAC Maintenance	1,422.85
HONEY BUCKET	38731	12/2-12/29 Squire's Landing Rental	215.05
HOPKINS, CRAIG	38732	Police Volunteer Mileage Reimbursement	72.76
HRA VEBA TRUST	38733	VEBA Funding for Jan.-June 2018	675.00
HRA VEBA TRUST	38733	VEBA Funding for Jan.-June 2018	2,025.00
HRA VEBA TRUST	38733	VEBA Funding for Jan.-June 2018	900.00
HRA VEBA TRUST	38733	VEBA Funding for Jan.-June 2018	697.50
HRA VEBA TRUST	38733	VEBA Funding for Jan.-June 2018	2,587.50
HRA VEBA TRUST	38733	VEBA Funding for Jan.-June 2018	3,037.50
HRA VEBA TRUST	38733	VEBA Funding for Jan.-June 2018	630.00
HRA VEBA TRUST	38733	VEBA Funding for Jan.-June 2018	2,205.00
HRA VEBA TRUST	38733	VEBA Funding for Jan.-June 2018	1,192.50
HWA GEOSCIENCES INC.	38734	17-C1730 Moorlands Park Geotech Svcs	3,543.56
KAMINS CONSTRUCTION INC.	38735	17-C1635 623nd Ave Corridor Improvements	24,352.14
KCDA PURCHASING COOP	38736	Moorlands Park Surface Material	623.70
KENMORE COMMERCIAL LLC	38737	Jan. 2018 Lease Payment	3,213.25
KING COUNTY DISTRICT COURT	38738	2016 Contract Reconciliation	87,695.00
KING COUNTY FINANCE	38739	Nov. Adult/Juvenile Detention Maint.	260.21
KONICA MINOLTA BUSINESS SOLUTIONS	38740	12/3/17-1/2/18 Incubator Copier Lease	212.74
KONICA MINOLTA BUSINESS SOLUTIONS	38741	Business Incubator Copies 11/3-12/2	11.32
MACLEOD RECKORD	38742	16-C1502 10/27-11/30 Moorlands Park Proj. Mgmt	4,592.50
MAIN STREET PROPERTY GROUP LLC	38743	Refund Overpayment of Credit Card Fee	313.13
MCNAMARA SIGNS	38744	Family Jewels Ball Banners	352.32
NORTHSHORE ROTARY CLUB	38745	Quarterly Rotary Dues & Meals	159.00
NORTHSHORE ROTARY CLUB	38745	Quarterly Rotary Dues & Meals	40.00
NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	16.48
NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	47.16
NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	151.31
NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	256.76

NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	265.63
NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	195.98
NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	312.37
NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	578.15
NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	40.81
NORTHSHORE UTILITY DIST	38746	November Vehicle Fuel & Maintenance	1,375.97
OFFICE DEPOT	38747	Office Supplies	5.85
OFFICE DEPOT	38747	Office Supplies	4.39
OFFICE DEPOT	38747	Office Supplies	30.73
OFFICE DEPOT	38747	Office Supplies	46.52
OFFICE DEPOT	38747	Office Supplies	13.17
OFFICE DEPOT	38747	Office Supplies	5.85
OFFICE DEPOT	38747	Office Supplies	20.49
OFFICE DEPOT	38747	Office Supplies	11.71
OFFICE DEPOT	38747	Office Supplies	24.88
OFFICE DEPOT	38747	Office Supplies	8.78
OFFICE DEPOT	38747	Office Supplies	11.71
OFFICE DEPOT	38747	Office Supplies	8.78
OFFICE DEPOT	38748	Council Chamber Chairs	1,779.98
OFFICE DEPOT	38749	Office Supplies	13.97
OFFICE DEPOT	38749	Office Supplies	10.48
OFFICE DEPOT	38749	Office Supplies	73.33
OFFICE DEPOT	38749	Office Supplies	27.32
OFFICE DEPOT	38749	Office Supplies	31.43
OFFICE DEPOT	38749	Office Supplies	41.40
OFFICE DEPOT	38749	Office Supplies	13.97
OFFICE DEPOT	38749	Office Supplies	48.88
OFFICE DEPOT	38749	Office Supplies	27.93
OFFICE DEPOT	38749	Office Supplies	59.36
OFFICE DEPOT	38749	Office Supplies	20.95
OFFICE DEPOT	38749	Office Supplies	27.93
OFFICE DEPOT	38749	Office Supplies	20.94
OFFICE DEPOT	38750	Office Supplies	3.03
OFFICE DEPOT	38750	Office Supplies	2.28
OFFICE DEPOT	38750	Office Supplies	15.93
OFFICE DEPOT	38750	Office Supplies	6.83
OFFICE DEPOT	38750	Office Supplies	3.03
OFFICE DEPOT	38750	Office Supplies	10.62
OFFICE DEPOT	38750	Office Supplies	6.07
OFFICE DEPOT	38750	Office Supplies	12.90
OFFICE DEPOT	38750	Office Supplies	7.90
OFFICE DEPOT	38750	Office Supplies	4.55
OFFICE DEPOT	38750	Office Supplies	6.08
OFFICE DEPOT	38750	Office Supplies	4.55
OFFICE DEPOT	38751	Supplies	2.31
OFFICE DEPOT	38752	Cable for Council Chambers	40.91
OFFICE TEAM	38753	Temporary Reception Desk Coverage	540.73
OFFICE TEAM	38754	Temporary Reception Desk Services	442.39
OFFICE TEAM	38755	Temporary Reception Desk Services	465.28
PERTEET INC.	38756	10/30-11/26 On-Call Engineering Services	128.66
PERTEET INC.	38756	10/30-11/26 On-Call Engineering Services	21,723.05
PUGET SOUND ENERGY	38757	11/13-12/13 7125 170th Radar Sign	10.60
PUGET SOUND ENERGY	38757	11/13-12/13 15252 Simonds Flashing Crosswalk	10.60
PUGET SOUND ENERGY	38757	11/13-12/13 15000 84th School Zone Signs	21.62
PUGET SOUND ENERGY	38757	11/13-12/13 City Hall Gas Charges	1,121.96
PUGET SOUND ENERGY	38757	11/13-12/13 Inglemoor Traffic Signal	99.50
PUGET SOUND ENERGY	38757	11/13-12/13 19016 73rd School Zone Signs	10.60

PUGET SOUND ENERGY	38757	11/13-12/13 Incubator Bldg. Electric/Gas	617.98
PUGET SOUND ENERGY	38757	11/13-12/13 Log Boom Park Restroom	143.84
PUGET SOUND ENERGY	38757	11/13-12/13 14500 Juanita Traffic Signal	58.33
PUGET SOUND ENERGY	38757	11/13-12/13 6100 181st Traffic Signal	62.95
PUGET SOUND ENERGY	38757	11/13-12/13 14944 Juanita School Zone Sign	21.20
PUGET SOUND ENERGY	38757	11/13-12/13 18060 68th Traffic Signal	124.54
PUGET SOUND ENERGY	38757	11/13-12/13 18048 68th Receptacles	44.48
PUGET SOUND ENERGY	38757	11/13-12/13 6744 Bthl Wy Tree Receptacles	42.33
PUGET SOUND ENERGY	38757	11/13-12/13 7016 Bthl Wy Tree Receptacles	26.93
PUGET SOUND ENERGY	38757	11/13-12/13 18120 68th Tree Illumination	27.02
PUGET SOUND ENERGY	38757	11/13-12/13 7232 Bthl Wy Tree Receptacles	10.60
PUGET SOUND ENERGY	38757	11/13-12/13 7211 NE 181st Traffic Signal	131.74
PUGET SOUND ENERGY	38757	11/13-12/13 16450 Juanita Radar Speed Sign	11.32
PUGET SOUND ENERGY	38757	11/13-12/13 16644 Simonds Radar Speed Sign	10.90
PUGET SOUND ENERGY	38757	11/13-12/13 19030 61st Radar Speed Sign	10.60
PUGET SOUND ENERGY	38757	11/13-12/13 18906 61st Radar Speed Sign	11.02
PUGET SOUND ENERGY	38757	11/13-12/13 6656 Arrowhead Radar Sign	10.60
PUGET SOUND ENERGY	38757	11/13-12/13 7504 155th Radar Sign	10.70
PUGET SOUND ENERGY	38757	11/13-12/13 6625 Arrowhead Radar Sign	10.60
PUGET SOUND ENERGY	38757	11/13-12/13 Boat Launch Restroom	17.77
PUGET SOUND ENERGY	38757	11/13-12/13 Squire's Landing Electricity	203.42
PUGET SOUND ENERGY	38757	11/13-12/13 18149 68th Street Lights	167.74
PUGET SOUND ENERGY	38757	11/13-12/13 6434 Bthl Wy Street Lights	12.64
PUGET SOUND ENERGY	38757	11/13-12/13 6270 Bthl Wy Street Lights	13.69
PUGET SOUND ENERGY	38757	11/13-12/13 6016 Bthl Wy Street Lights	12.64
PUGET SOUND ENERGY	38757	11/13-12/13 Town Square/Hangar Electric	798.85
PUGET SOUND ENERGY	38757	11/13-12/13 6970 181st Street Lights	35.65
PUGET SOUND ENERGY	38757	11/13-12/13 Town Square/Hangar Gas	329.95
PUGET SOUND ENERGY	38757	Multiple Street Light Location 11/1-12/1/17	9,457.46
QUALITY BUSINESS SYSTEMS	38760	Nov./Dec. 1st Floor Copier Lease	1,351.06
REPUBLIC SERVICES	38761	Nov. Hangar Bldg. Solid Waste Charges	447.21
SAWYER, RICHARD	38762	Training & Supply Reimbursement	17.00
SAWYER, RICHARD	38762	Training & Supply Reimbursement	189.30
SEATTLE TIMES	38763	12/11 SEPA Notice PSP17-0167	173.94
SESAC	38764	Concert Series Music Licensing 2018	417.00
SHRED-IT USA LLC	38765	Shredding Services	62.35
SITEIMPROVE, INC.	38766	Software Contract	3,049.00
SOUND PUBLISHING, INC.	38767	November Bothell/Kenmore Reporter Ads	1,068.45
SREBNIK, DEBRA	38768	Reimburse Supply Expense	57.98
STANTON, ANN	38769	Reimbursement for Boots/Vest	147.99
STAPLES ADVANTAGE	38770	Maintenance Supplies	411.17
STAPLES ADVANTAGE	38770	Maintenance Supplies	127.46
STATE AUDITOR'S OFFICE	38771	Accountability Audit	2,211.11
STATE AUDITOR'S OFFICE	38772	Accountability Audit	512.05
SUSSMAN/PREJZA & CO, INC	38773	Brew Row Banners	220.00
TOTAL LANDSCAPE CORP	38774	City Hall & Parks Landscaping	880.00
TOTAL LANDSCAPE CORP	38774	City Hall & Parks Landscaping	4,145.45
TOTAL LANDSCAPE CORP	38775	Northshore Summit/Squire's Landscaping	869.00
TOWN CENTER HARDWARE	38776	Supplies	17.58
TOWN CENTER HARDWARE	38776	Supplies	10.67
U.S. BANK	38777	Bond Fiscal Fees	457.81

WA ASSOC OF PUBLIC RECORDS OFFICERS	38778	Membership Renewal	25.00
WA STATE DEPT OF AGRICULTURE	38779	Pesticide License Renewal/Quinn Proffitt	33.00
WALTER E. NELSON CO.	38780	Hangar Bldg. Janitorial Supplies	416.53
WRIGHT, MARCI	38781	Interaction Style Training	2,800.00
WALTER E. NELSON CO.	38782	Tax Portion of Pymt not on Ck 38780	41.65
AVIDIA HEALTH	DFT0000103	Employee Health Savings Contribution	542.30
NAVIA	DFT0000104	Employee Flexible Spending Account	236.53
NAVIA	DFT0000104	Employee Flexible Spending Account	85.00
NAVIA	DFT0000104	Employee Flexible Spending Account	96.15
BANK OF AMERICA 941	DFT0000105	Federal Taxes	2,718.64
BANK OF AMERICA 941	DFT0000105	Federal Taxes	10,613.27
BANK OF AMERICA 941	DFT0000105	Federal Taxes	785.32
BANK OF AMERICA 941	DFT0000105	Federal Taxes	1,107.14
BANK OF AMERICA 941	DFT0000105	Federal Taxes	348.32
BANK OF AMERICA 941	DFT0000105	Federal Taxes	233.44
BANK OF AMERICA 941	DFT0000105	Federal Taxes	1,015.39
BANK OF AMERICA 941	DFT0000105	Federal Taxes	148.80
PAYROLL	12/22/17	Direct Deposit	78215.28
Grand Total:			<u><u>710,836.53</u></u>



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	1,100.00
0014	AMERICAN PLANNING ASSOCIATION	1,065.00
0022	ASSOCIATION OF WA CITIES	20,270.00
0024	BAKER, DAVID	3,661.59
0025	BAKER, SHERI	24.34
0037	BASTYR UNIVERSITY	50,200.00
0047	BRAVO ENVIRONMENTAL , NW INC.	129,456.95
0050	BRUCE C ALLEN & ASSOC INC	14,750.00
0051	BRUCE DEES & ASSOCIATES	1,419.08
0054	BULGER SAFE & LOCK, INC.	628.54
0064	CASCADE PEST CONTROL	1,571.05
0067	CENTER FOR HUMAN SERVICES	15,750.00
0076	CITY OF BELLEVUE	132,852.75
0083	CITY OF LAKE FOREST PARK	930,350.12
0086	CITY OF SHORELINE	3,617.23
0092	CODE PUBLISHING COMPANY	8,712.45
0099	CONSOLIDATED PRESS	11,635.14
0102	CAPITAL ONE COMMERCIAL/ COSTCO	561.95
0106	CROWN PRODUCTS LLC	1,023.15
0109	DAILY JOURNAL OF COMMERCE	3,329.50
0111	DEPARTMENT OF ECOLOGY	30,901.78
0117	DUNN LUMBER COMPANY	58.08
0121	REPUBLIC SERVICES	10,988.26
0130	EMPLOYMENT SECURITY DEPT	249.00
0134	EVERGREEN PRINT SOLUTIONS	811.59
0137	FERGUSON ENTERPRISES INC #1539	9,819.80
0145	FRUHLING SAND & TOPSOIL	4,394.75
0147	FUN RENTALS	710.66
0151	CALPORTLAND COMPANY	1,306.46
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0169	HERRERA ENVIRONMENTAL CONSULTANTS	18,559.00
0173	HOME DEPOT CREDIT SERVICES	822.32
0182	INGLEMOOR HIGH SCHOOL MUSIC BOOSTER	100.00
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	233,993.21
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	2,526.76
0191	INTERNATIONAL INST OF MUNI CLERKS	225.00
0197	JET CITY PRINTING	3,971.07
0201	KCDA PURCHASING COOP	100,444.41
0204	KENMORE COMMUNITY CLUB	250.00
0205	KENMORE HERITAGE SOCIETY	585.00
0212	KING COUNTY FINANCE W.L.R.D.	21,759.35
0213	KING COUNTY ANIMAL SVCS	2,888.00
0217	KING COUNTY DISTRICT COURT	87,695.00
0218	KING COUNTY FINANCE	4,484.06
0219	KING COUNTY FINANCE	710,632.94
0221	KING COUNTY FLEET ADMIN	464.31
0224	SOUND PUBLISHING, INC.	8,952.25
0229	KING COUNTY OFFICE OF FINANCE	7,657.28
0230	KING COUNTY RADIO COMM SERVICES	1,199.84
0233	KING COUNTY SHERIFF	3,332,005.38
0235	KING COUNTY TREASURY	25,340.41
0237	FEDEX OFFICE	471.27

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0238	BLACKBAUD	7,304.24
0243	KUSTOM SIGNALS, INC.	2,952.99
0251	LIGHTHOUSE CONSULTING INC	60,817.70
0260	MEEHAN, NANCY	62.60
0261	PENDLETON CONSULTING LLC	7,866.55
0265	MORGAN SOUND INC	6,029.60
0267	MR. T'S TROPHIES	633.44
0280	NEOPOST USA INC.	425.86
0285	NORTHSHORE FIRE DEPT	3,700.00
0287	NORTHSHORE SENIOR CENTER	23,700.00
0288	NORTHSHORE UTILITY DIST	167,394.26
0289	NORTHSHORE YMCA	4,875.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	16,000.00
0292	HONEY BUCKET	6,270.41
0299	PERSONAL BEST/ TOPHEALTH	117.74
0300	OFFICE DEPOT	14,486.76
0302	OFFICE TEAM	6,915.70
0303	OGDEN, MURPHY, WALLACE	97.50
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	33,844.92
0310	PACIFIC TOPSOILS	1,724.56
0311	PARAMETRIX INC	593.75
0314	PETTY CASH CUSTODIAN	1,215.32
0327	PUGET SOUND CLEAN AIR AGENCY	17,756.00
0328	PUGET SOUND ENERGY	182,741.01
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0331	PUGET SOUND REGIONAL COUNCIL	8,502.00
0336	CEMEX	2,827.66
0345	SEATTLE TIMES	12,036.89
0350	SIGN UP, SIGN CO, INC	2,495.85
0355	STAPLES ADVANTAGE	8,937.82
0356	STATE AUDITOR'S OFFICE	39,379.48
0357	STEWART MACNICHOLS HARMELL, INC.	60,306.61
0359	SOUND CITIES ASSOC	14,279.83
0365	TOTAL LANDSCAPE CORP	116,705.13
0370	UNITED RENTALS NW, INC	1,583.60
0371	UNITED STATES POSTMASTER	6,457.62
0375	US POSTAL SERVICE (HASLER)	10,718.80
0382	W.S.S.O. Advanced Training	780.00
0385	WA ASSOC OF BUILDING OFFICIALS	2,590.00
0386	WA ASSOC OF CODE ENFORCEMENT	275.00
0387	WA CITIES INSURANCE AUTHORITY	265,101.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
0390	WA FINANCE OFFICERS ASSOCIATION	150.00
0391	WASHINGTON MUNICIPAL CLERKS ASSOC	100.00
0397	WA STATE DEPT OF CORRECTIONS	193.44
0401	WA STATE DEPT OF TRANSPORTATION	64,969.35
0404	WASHINGTON STATE O.M.W.B.E.	150.00
0412	COLUMBIA RIDGE LANDFILL	10,365.72
0416	WETLANDS & WOODLANDS INC	9,677.06
0419	WONDERLAND DEVELOPMENT	3,750.00
0422	NATIONWIDE FINANCIAL 401a	333,773.67
0423	NATIONWIDE RETIREMENT SOLUTIONS 457	7,220.00
0424	ICMA RETIREMENT TRUST 457 - 304745	87,717.06
0425	DRS 457	12,505.00
0426	AFLAC	5,513.76
0428	BANK OF AMERICA 941	464,837.90
0429	AWC EMPLOYEE BENEFITS	581,991.28
0431	DEPARTMENT OF RETIREMENT SYSTEMS	539,627.92

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0432	DEPARTMENT OF LABOR AND INDUSTRIES	36,132.49
0434	UNITED WAY OF KING COUNTY	5,152.00
0436	NATIONAL LIFE OF VERMONT	1,478.04
0441	DANSOUND INC	7,834.20
0448	UPS STORE	2,744.00
0449	ACF WEST INC	1,253.23
0450	AURORA RENTS	634.87
0466	BERK CONSULTING	86.86
0473	ARTS OF KENMORE	950.00
0480	WASHINGTON TREE SERVICE INC	1,540.00
0484	CITY WIDE FENCE COMPANY, INC	1,209.98
0497	DAY WIRELESS SYSTEMS	1,546.04
0501	MACLEOD RECKORD	174,984.98
0515	NATIONAL LEAGUE OF CITIES	1,489.00
0517	VAN NESS, ALLAN	112.37
0542	AMERICAN SOCIETY OF COMPOSERS	344.13
0550	KING COUNTY RECORDER'S OFFICE	537.00
0558	SNOHOMISH COUNTY	12,127.00
0565	SPERRY, LAURIE	1,266.76
0575	FUNRENT	1,171.50
0584	WASHINGTON STATE PATROL	479.23
0586	MAIL FINANCE	2,821.60
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5,694.00
0594	RANDALL, BRIAN	1,332.70
0596	H.B. JAEGER COMPANY, LLC	1,497.23
0597	ALL TRAFFIC DATA SERVICES, INC.	1,500.00
0600	HARRIS, LESLIE	189.82
0608	OLD ADDRESS KONICA MINOLTA	179.42
0610	WA STATE DEPT OF TRANSPORTATION	657.28
0639	KONICA MINOLTA BUSINESS SOLUTIONS	2,818.68
0641	TELESYSTEMS WEST	630.32
0668	BANNER BANK LD	11,500.63
0675	BANNER BANK CS	6,581.12
0685	PACE ENGINEERS, INC.	181,849.87
0689	DIGITAL REPROGRAPHICS SERVICES INC.	144.32
0690	BUILDERS EXCHANGE OF WASHINGTON INC	1,414.15
0692	HDR ENGINEERING, INC	646,194.19
0696	AMERICAN GENERAL LIFE GPO-4005	4,738.95
0699	BANNER BANK DB	5,515.99
0721	INGALLINAS BOX LUNCH	52.69
0743	BANNER BANK NO	13,658.93
0764	OUSLEY, NANCY	1,638.25
0766	iCOMPASS TECHNOLOGIES, INC.	10,115.00
0772	GROUP FOUR INC.	3,722.20
0781	QUALITY BUSINESS SYSTEMS INC.	11,171.99
0791	NORTHSHORE ROTARY CLUB	823.00
0800	BANNER BANK JG	11,178.43
0817	GRAINGER	1,902.51
0831	NORTHSHORE PARK & REC SERVICE AREA	2,567.00
0833	VAUGHAN, KENT	7,921.81
0834	BANNER BANK KENMORE	37,886.81
0850	UNCLE STINKY'S MAGIC	247.50
0851	EVER-MARK, LLC	8,656.27
0852	GREGORY, JOANNE	2,094.54
0857	EAST JORDAN IRON WORKS	17,405.02
0858	A+ CONFERENCING	498.18
0868	JAYMARC - AV	6,476.41
0869	BANNER BANK JGORDON	10,744.10

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0871	GORDON, JENNIFER	150.00
0875	WA STATE DEPARTMENT OF AGRICULTURE	33.00
0881	EVERGREEN SAFETY COUNCIL	299.00
0892	JACOBS ENGINEERING GROUP	492,628.20
0898	ZONAR SYSTEMS	525.33
0899	SHRED-IT USA LLC	853.57
0912	ALCALDE & FAY	61,532.22
0913	KENMORE ELEMENTARY PTA	3,750.00
0924	MAACO	383.25
0928	REDFIELD PROPERTIES LLC	2,500.00
0937	ZUMAR	3,932.19
0968	KOMPAN, INC	2,928.20
0981	COMCAST BUSINESS	28,736.44
0983	PASSPORT TRAVEL AND TOURS	184.40
0992	CSAT, LLC	2,200.00
0993	KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
0994	GORDON THOMAS HONEYWELL	44,425.73
0996	ANDERSON, LAURI	284.73
1003	iWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	1,686.69
1012	VERSATILE MOBILE SYSTEMS	260.88
1032	SAWYER, RICHARD	206.30
1045	HORIZON DISTRIBUTORS INC	1,532.04
1047	SARAH ROBERTS	119,196.99
1052	FIRE PROTECTION, INC	14,337.82
1053	INTERNATIONAL CODE COUNCIL, INC	114.40
1063	MPH INDUSTRIES, INC	100.15
1068	WA STATE DEPT OF LABOR & INDUSTRIES	141.60
1079	INTEGRA TELECOM	1,799.53
1114	PHSI PURE HEALTH SOLUTIONS INC.	1,110.61
1116	FRONTIER	11,568.12
1118	FAZZARI MARKETING	1,701.85
1123	AM TEST, INC	1,800.00
1131	SUSSMAN/PREJZA & CO, INC	220.00
1132	LAW OFFICE OF JOHN RONGERUDE, PS	1,800.00
1140	PAWS	4,680.00
1148	AGORA NW LLC	674.31
1152	WASHINGTON ENERGY SERVICES CO. LLC	28.00
1161	INDEPENDENT STATIONERS	473.78
1168	SCHINDLER ELEVATOR CORPORATION	3,435.70
1177	WELLS FARGO FINANCIAL	6,980.53
1181	BANNER BANK BH	7,337.03
1186	NICK MINZGHOR	4,650.00
1192	HOPKINS, CRAIG	807.33
1193	DEVRIES, DENIS	466.03
1197	MILLER STEPHENS, MARY	12,500.00
1212	MCALLISTER, TERESA	132.77
1215	STATE OF FLORIDA DISBURSEMENT UNIT	7,150.00
1216	ADVANCE TESTING & SERVICE INC	918.00
1222	OLSON BROTHERS PRO-VAC	11,936.10
1226	CONTECH ENGINEERED SOLUTIONS, INC	9,867.00
1257	BROADCAST MUSIC, INC.	342.00
1258	SESAC	417.00
1259	PERTEET INC.	289,815.78
1267	AUTOMATED CONTROLS	3,087.90
1269	KAMINS CONSTRUCTION INC.	732,947.08
1273	NRC ENVIRONMENTAL SERVICES, INC.	30,922.11
1291	SCHNEE, CARLA	193.57

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1293	THE WATERSHED COMPANY	3,493.56
1297	GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
1299	VERIZON WIRELESS	5,888.90
1308	BANNER BANK VAN NESS	3,610.64
1309	BANNER BANK BAKER	13,621.94
1311	WASHINGTON STATE PATROL	3,530.84
1313	GREATER BOTHELL CHAMBER OF COMMERCE	6,023.11
1322	AABCO BARRICADE COMPANY INC.	3,183.05
1326	JOYCE ZIKER PARKINSON	7,709.50
1327	HWA GEOSCIENCES INC.	20,709.28
1328	ANCHOR QEA, LLC	4,571.50
1333	WELWEST CONSTRUCTION INC.	1,203,368.68
1334	BANNER BANK PS	617.09
1337	STATE OF WA DEPT. OF LICENSING	30.00
1339	STATE OF WA DEPARTMENT OF LICENSING	450.00
1342	PETERSON, JANET	800.00
1344	OVERLEESE, KRISTEN	87.40
1353	WAGE WORKS	238.00
1356	KARLINSEY, ROB	528.87
1357	KENMORE COMMERCIAL LLC	38,559.00
1358	ALPHAGRAPHS	1,593.69
1359	EVERGREEN FIRE AND SAFETY, INC.	160.33
1360	GOODSELL POWER EQUIPMENT #2 INC.	132.68
1370	WINTERBOURNE LANDSCAPE	2,307.41
1372	AAA PRINTING	2,010.46
1377	D.R. HORTON	11,885.43
1378	JSH PROPERTIES, INC.	4,872.24
1383	CHICAGO TITLE	2,697.45
1384	FRONTIER	64,421.28
1385	CITYWORKS/ AZTECA SYSTEMS INC.	21,900.00
1390	UTILITIES UNDERGROUND LOCATION CTR	2,688.36
1395	CUES	620.43
1402	NORTHWEST MARINE TRADE ASSOCIATION	440.00
1403	OSBORN CONSULTING INC.	213,337.66
1407	CONTOUR FENCE CO. INC.	4,620.20
1412	SKAGIT GARDENS	4,015.66
1414	G & H PRINTING	319.29
1416	MOBILE MINI, INC.	1,018.65
1419	NORTHWEST LANDSCAPE SERVICES	20,901.49
1420	SAUVE, GAYLEN	400.00
1425	FASTSIGNS	2,502.25
1429	PLANNING ASSOCIATION OF WASHINGTON	160.00
1431	BRIEN, GAYLYNN	550.00
1450	ECONOMIC DEV COUNCIL OF SEATTLE/KC	10,000.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	877.88
1457	LANGUAGE LINE SERVICES, INC.	535.28
1459	FLEMINGS HOLIDAY LIGHTING LLC	9,009.89
1465	WA TRUST FOR HISTORIC PRESERVATION	100.00
1471	TRINITY CONTRACTORS, INC.	96,048.01
1476	NEW PIG	1,397.04
1478	HERBIG, NIGEL	957.75
1479	A V CAPTURE ALL	4,718.57
1480	VERTICAL VISUAL SOLUTIONS INC.	37,991.26
1482	HIGHWIRE	1,885.59
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	550.00
1500	MARINE FLOATS CORPORATION	4,354.36
1504	SCORE	353,750.11

Vendor Purchasing Report

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Vendor Set: Vendor Set 01

Vendor	Name	Volume
1509	MICRONET, INC.	151.12
1521	SPOT HOT DOG & BRATS	90.00
1524	GOVDELIVERY, INC.	11,576.25
1533	314 PIE	90.00
1540	A-1 LANDSCAPING & CONSTRUCTION, INC	1,502,249.61
1544	METROPOLITAN TRANS. COMMISSION	4,000.00
1547	LOYUK, SAMANTHA	528.16
1550	HANSEN, COREY	64,524.00
1552	DENUSKI, STACEY	745.06
1555	LINCOLN NATIONAL LIFE INSURANCE	11,472.19
1563	SHANE-KULMER, SEAN P.	250.00
1577	MUMMA, RYAN	461.02
1581	STARDOM SERVICES, INC.	5,669.80
1583	RICHMOND AMERICAN HOMES OF WA	15,000.00
1586	APPLIED TECHNOLOGIES NW INC.	29,590.83
1590	HERMANSON COMPANY, LLP	7,319.25
1591	ULINE	614.69
1592	EVERETT INDUSTRIAL PACIFIC REHABILI	1,900.00
1593	A & A LIMOUSINE & BUS SERVICE	480.00
1594	SEXTANT MARKETING GROUP	8,209.22
1606	GALLATIN PUBLIC AFFAIRS	47,480.00
1607	SCHOCK, BRETT	377.26
1609	MARSHBANK CONSTRUCTION	307,631.75
1612	ALEXANDER, JEFF	250.00
1628	HSA BANK	42.30
1629	WESTERN DISPLAY FIREWORKS, LTD.	17,000.00
1634	SREBNIK, DEBRA	57.98
1644	PASIFIKA ARTIST NETWORK LLC	2,000.00
1657	STEWART TITLE COMPANY	49,253.55
1661	WHITEMAN, TELA	327.78
1666	LANDSCAPE FORMS, INC.	503.70
1673	KPFF CONSULTING ENGINEERS	329,832.30
1674	PHSI PURE WATER FINANCE	301.86
1678	VICENTE, JOHN	481.29
1689	MOTT MACDONALD GROUP, INC.	263,372.40
1690	SITTS & HILL ENGINEERS, INC.	12,181.36
1692	STATEWIDE RENT-A-FENCE INC.	3,791.76
1693	SKYWARD CONSTRUCTION	58,921.18
1698	WRIGHT, MARCI	2,800.00
1701	THE SEATTLE TIMES NIE	950.00
1704	BANNER BANK RK	16,412.83
1711	SOFTWAREONE, INC.	10,157.42
1712	SITEIMPROVE, INC.	3,049.00
1714	KRAZAN & ASSOCIATES, INC.	15,988.00
1719	SALTER, JON	839.55
1721	GOOD TO GO	65.25
1731	NORTHWEST ARBORICULTURE LLC	57,775.26
1734	TOP TO BOTTOM JANITORIAL, INC.	40,891.00
1738	MUNIMANAGE, LLC	62,110.00
1749	DEPPA, DOUG	669.02
1754	RFI ENTERPRISES INC.	13,498.10
1758	FUJII, GLORIA	500.00
1759	CORT PARTY RENTAL	5,260.96
1762	BAKER, BRIDGIT	287.09
1764	REIQUAM, PETER	12,500.00
1772	ARTSITELTD, LLC	3,038.75
1774	OWEN EQUIPMENT COMPANY	2,739.63
1777	EA ENGINEERING SCIENCE & TECHNOLOGY	34,029.79

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1778	FINANCIAL CONSULTING SOLUTIONS GROU	50,596.83
1782	SWANK MOTION PICTURES, INC.	1,914.00
1785	ECOSS	4,149.77
1786	TYLER TECHNOLOGIES, INC.	92,499.98
1791	PROFFITT, QUINN	150.00
1793	QUINN, JANET	74.68
1795	CABOT DOW ASSOCIATES, INC.	412.50
1798	OLBRECHTS & ASSOCIATES, PLLC	27,089.50
1801	REACTCS	250.00
1806	RYCO EQUIPMENT, INC.	630.44
1814	YSI INCORPORATED, A XYLEM BRAND	2,038.57
1816	NAVIA	12,794.66
1817	UFF DA LOGISTICS	283.59
1818	GORLIN, LARRY N.	330.00
1823	JET CITY IMPROV	600.00
1824	URBAN FORESTRY SERVICES, INC.	2,532.12
1825	CANYON VIEW ESTATES	7,561.70
1826	MCCLURE AND SONS, INC.	110,099.30
1827	LENTZ, FLORENCE K.	7,275.00
1828	QUALITY BUSINESS SYSTEMS	7,424.69
1829	SHI INTERNATIONAL CORP.	375.59
1830	CLARK & SONS EXCAVATING INC.	18,260.00
1831	VELLAT, MARC H.	32,050.00
1832	EASTSIDE HOMES, INC.	106,645.57
1833	NAZARIYA, ANATOLI	1,566.46
1834	SUMMIT TREE AND LAND, INC.	4,489.50
1835	INC4INC, INC.	7,500.00
1836	BEST HARBOUR DEVELOPMENT LLC	7,500.00
1837	DACO ENTERPRISES, LLC	2,500.00
1838	AVIDIA HEALTH	1,846.00
1839	PLANTS NORTHWEST, INC.	3,269.30
1840	BERGMANN, SEAN & LINETTE	9,500.00
1841	SEATTLE PHOTO BOOTHS	565.02
1842	SIMONDS COURT LLC	8.36
1843	TUFF SHED, INC	1,872.83
1844	YOM: FULL SERVICE COURT REPORTING	9,055.00
1845	WETHERHOLT & ASSOCIATES, INC	7,855.00
1846	AWCPD	100.00
1847	THE GREENBUSCH GROUP, INC.	8,929.91
1848	STANLEY PATRICK STRIPING COMPANY	38,747.76
1849	TIM HUNTER CREATIVE SERVICES	2,075.00
1850	GOPALAKRISHNAN, ANUSHA	250.00
1851	BLESSINGTON, DEBBIE	611.67
1852	STANTON, ANN	389.17
1853	HALO BRANDED SOLUTIONS	6,620.50
1854	LUTRON SERVICES CO., INC.	487.50
1855	OFFICE DEPOT	3,353.88
1856	ARCADIA HOMES LLC	20.00
1857	NORTHSHORE CHURCH	210.00
1858	SCHARBACH, WAYNE	106.05
1859	IRON CREEK CONSTRUCTION LLC	112,154.37
1860	CASCADE BICYCLE CLUB	40.00
1861	DIVA II LLC	176,190.34
1862	ASHEIA BIAS	1,750.00
1863	HAULAWAY STORAGE CONTAINERS, INC.	1,131.90
1864	INTERNATIONAL SOC. OF ARBORICULTURE	135.00
1865	BENJOEMUSIC, LLC	1,000.00
1866	JEFF SCROGGINS & COLORADO, LLC	1,500.00

Vendor Purchasing Report

For Date Range 01/01/2017 - 12/31/2017

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1867	TACK PHOTOGRAPHY	8,100.00
1868	FLYNN, ASHLEIGH	1,250.00
1869	LAMBERT-RYAN, SHANNON	1,500.00
1870	CRISP CREPERIE FOOD TRUCK	36.00
1871	ADELMAN, ASHLEY	71.55
1872	BAKKER, DREW	117.48
1873	ENGINEERING/REMEDIATION RES. GROUP	920,499.90
1874	LEGER, DEJAH	600.00
1875	STEWART, THOMAS	212.10
1876	BUSCHKE, ALEXANDRA	200.00
1877	SARREAL, JORDANI	250.00
1878	LWD, LLC	8,188.40
1879	HOLMBERG COMPANY	2,649.61
1880	TRIMAXX CONSTRUCTION, INC.	115,204.43
1881	MUSIC CENTER OF THE NORTHWEST	250.00
1882	SIGNCO	1,202.30
1884	CADMAN MATERIALS, INC.	1,631.33
1885	NATIONAL BARRICADE CO., LLC	2,579.68
1886	WSAPT	235.00
1887	HIGHCOM SECURITY, INC.	286.40
1888	PEOPLEREADY	21,938.01
1889	WILLIAMS, KASTNER & GIBBS PLLC	27,105.84
1890	PACIFIC HOMES CONSTRUCTION	7,500.00
1892	HEARTH MUSIC	3,500.00
1893	YUNUSOV, SURIYA	36.00
1894	KEARNEY, AMANDA	3,387.00
1897	FAVORITE STUDIOS, INC.	546.88
1898	INTEGRITY FURNITURE	2,747.00
1899	KONTAGIOUS PERFORMING CO.	300.00
1900	ASPECT CONSULTING LLC	3,769.22
1901	NORTH COAST ELECTRIC COMPANY	2,196.72
1902	PHOTOTAINMENT	710.00
1903	PERRONE CONSULTING, INC., P.S.	8,412.98
1904	SHARP, GARY C	212.10
1905	GILLY, DONNA	212.10
1906	COOLEY SMILES	100.00
1907	CHRISTOPHER, MARINA	1,250.00
1908	VAUGHAN, KENT	1,550.00
1909	GOHEEN, JOSEPH W.	200.00
1910	BORROMEO, GABRIELLE	800.00
1911	SEATTLE BALLOON DECORATIONS	331.40
1912	TONY LIND PAVING	28,555.00
1914	MCNAMARA SIGNS	1,352.04
1918	CAIRN BREWING	140.00
1920	BERGER PARTNERSHIP	25,483.46
1921	CITY OF MARYSVILLE PARKS, CULTURE & RECREATION	4,200.00
1922	INNOVATIVE DATA ACQUISITIONS LLC	2,550.00
1923	BRIZO, CARLOS A.	604.00
1924	WHIRLWIND SERVICES, INC.	18,268.35
1926	GUARDIAN SECURITY SYSTEMS, INC.	648.00
1927	GAMETIME	6,647.31
1928	BANCHERO, ALISON	150.00
1929	NINE YARDS BREWING, CORP.	180.00
1930	T-MOBILE USA, INC.	244.94
1931	TROCANO, LAUREN	250.00
1932	U.S. BANK N.A. - CUSTODY	232.00
1933	VALLEY, CHRIS & BETH	2,593.35
1934	WASHINGTON ASPHALT SEALERS, INC.	23,636.28

Vendor Purchasing Report**For Date Range 01/01/2017 - 12/31/2017****Vendor Set: Vendor Set 01**

Vendor	Name	Volume
1935	YUMMY BOX FOOD TRUCK LLC	252.00
1936	SUPERION, LLC	33,311.50
1937	APPLY-A-LINE, INC.	7,411.50
1939	ARCHIVESOCIAL, INC.	2,388.00
1940	CURTIS, MARGARET	123.35
1941	PACIFIC LAMP & SUPPLY COMPANY	70.40
1942	GOURLIE, KYLE & AMANDA	216.00
1943	BALDWIN DESIGN WORKS, LTD.	1,510.47
1944	OHNO CONSTRUCTION	1,102,320.35
1945	GLASS MASTERS LLC	3,065.00
1947	MCMILLAN, RANDY	250.00
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	190.00
1949	TURNSTONE CONSTRUCTION, INC.	566.59
1950	BERRY SIGN SYSTEMS	12,011.58
1951	BERGQUIST, WILBUR	208.06
1952	CHILLZ	12.00
1953	CONNOR, DARLENE	250.00
1954	BENT, DEBORAH	63.30
1955	HUIZENG ENTERPRISES, LLC	40,000.00
1956	GARZA, WILLIAM	150.00
1957	NEMES, EUGEN	1,765.00
1958	NORTH HILL PROPERTIES, INC.	20,365.60
1959	TLG LEARNING	212.00
1960	WALTER E. NELSON CO.	2,190.12
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	4,196.50
1962	BANNER BANK SKROGH	2,074.45
1963	COMBINED CONSTRUCTION, INC.	32,721.58
1964	EARTHWORKS	9,445.10
1965	KENMORE SQUARE LLC	275.58
1967	BRIGHTEN DEVELOPMENT LLC	20.00
1968	ALEXANDER PARTY RENTALS	799.09
1969	CAPITOL ASSET & PAVEMENT SERVICES INC.	22,950.00
1970	CROSSROAD SIGN	1,500.15
1971	FOLK DANCE ACADEMY CORPORATION	150.00
1972	SUBWAY	224.55
1973	LAYNE PLUMBING & WATER HEATERS LLC	308.70
1974	CORNERSTONE CONSTRUCTION GROUP	312.04
1975	COMMUNITY ATTRIBUTES INC.	5,661.88
1976	GRAVLEY, GORDON	40.95
1977	JIM WEBBER TRAINING	1,500.00
1978	GRANICUS	12,155.06
1979	MAIN STREET PROPERTY GROUP LLC	313.13
1981	U.S. BANK	457.81
Vendor Set Vendor Set 01 Total:		21,151,285.23



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Ordinance 18-0454, Neighborhood Business (NB) Zoning District Amendments. Proposed Council Action/Motion: Adopt Ordinance 18-0454, Neighborhood Business (NB) Zoning District Amendments.	For Council Meeting Agenda of: January 16, 2018 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner</u> Initial & Date Approved by Department Head: <u>LWA for DB, 12/21/17</u> Approved by City Attorney: <u>JS by email, 1/19/18</u> Approved by Finance Director: <u>[Signature] 12/21/17</u> Approved by City Manager: <u>[Signature] 1/2/18</u> Exhibits/Attachments: 1. Draft Ordinance 18-0454
<u>INFORMATION/BACKGROUND:</u> At your October 16 meeting, you directed preparation of an ordinance adopting the Neighborhood Business (NB) zoning district amendments as recommended by the Planning Commission, with one change. That change is to allow the City (rather than the developer) to determine whether paying a fee-in-lieu of actually building affordable housing is appropriate in the newly-created Community Business zone (CB) Juanita subarea. New section 18.23.055.C in Exhibit 1 to the draft ordinance reflects this change. Although the NB zoning ordinance was ready for adoption in November 2017 (and the related Comprehensive Plan amendments already have been adopted by the Council), consideration of this ordinance was delayed to avoid conflicts with Ordinance 17-0445, adopted on November 27, 2017, that amended some of the same code sections. The Planning Commission reviewed the NB zoning district between April and September 2017, held a public open house on June 15, 2017 and a public hearing on July 25, 2017. The Commission's recommendations were presented to the City Council in a joint meeting on September 18, 2017. While revising the Zoning Map with our GIS consultant, we discovered a single parcel of NB zoning in the northwest portion of the City (19314 55th Avenue NE). This 9,778 sq.ft. parcel is already developed with a mixed-use office/residential project, along with associated parking. After review, staff has concluded that the impacts of the proposed zoning changes to this area would be minimal if redevelopment ever were to occur, and recommends proceeding with the amendments. The existing office and residential uses would be permitted under the revised use allowances. With the higher density proposed for mixed use (from 12 to 24 dwelling units per acre), two additional dwelling units on this property might be possible beyond the three dwelling units the current density may allow. Other significant changes—elimination of the potential 75' height limit; potential for a 0' street setback; prohibition on outdoor arts and entertainment, secure facilities, and standalone parking; and a new opportunity to do light manufacturing with a conditional use permit—are unlikely to cause concerns for the neighbors. The NB property is surrounded on the northeast and east by properties not zoned NB but in the same ownership. Properties to the west are zoned for single-family development. The Code requirements for public notice of the NB zoning project were satisfied for this previously unknown property. The newspaper notice, posted notice, and website notice of hearing addressed the NB zone generally, although background materials on the website noted only the two known areas of NB zoning along Juanita Drive NE.	
<u>FISCAL CONSIDERATION:</u> None at this time.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> • Comprehensive Plan Objective 2.2: "Prepare clear development regulations consistent with the Comprehensive Plan."	

I:/City Clerk/Agenda Items/Templates

- Objective 2.3: "Establish a system of densities and development standards that allows for efficient infrastructure and service delivery while protecting environmental resources, and acknowledging neighborhood character."

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 18-0454**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, RELATING TO THE ZONING CODE AND
ZONING MAP; AMENDING TITLE 18 OF THE KENMORE
MUNICIPAL CODE REGARDING THE NEIGHBORHOOD
BUSINESS AND COMMUNITY BUSINESS ZONING
DISTRICTS, AND RELATED ZONING CODE SECTIONS;
AMENDING THE OFFICIAL ZONING MAP; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, over the past year, the City's Planning Commission has reviewed and revised the vision, land uses and development expectations for the Neighborhood Business zoning district; and

WHEREAS, throughout this update and revision process, a concerted effort has been made to generate public involvement, including holding a public open house; creating a comprehensive and regularly-updated web page; sending mailings to property owners, tenants and neighbors of the Neighborhood Business zoning district; and maintaining a large mailing list in order to keep interested parties informed; and

WHEREAS, the Planning Commission held a public hearing on the Neighborhood Business zoning amendments on July 25, 2017; and

WHEREAS, on September 18, 2017, the Planning Commission presented its preliminary recommendations for proposed Zoning Code and Zoning Map amendments to the City Council, and

WHEREAS, on September 18, 2017 and October 16, 2017, the City Council considered the Planning Commission's recommendation; and

WHEREAS, the City Council finds that the proposed amendments meet the criteria found in KMC Section 19.20.090; and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act has issued a determination of non-significance for the amendments; and

WHEREAS, the Washington State Department of Commerce was notified regarding the proposed amendments pursuant to RCW 36.70A.106;

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

Section 1. Findings Adopted. The City Council adopts the foregoing recitals as findings, which are incorporated herein as if set forth in full.

Section 2. Amendments to Title 18 (Zoning Code) of the City of Kenmore Municipal Code. The City Council amends certain sections of Title 18, as set forth in Exhibit 1, attached hereto and incorporated by reference.

Section 3. Zoning Map Adopted. The City Council adopts the revised Official Zoning Map, attached hereto as Exhibit 2 and incorporated by reference.

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

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, 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 ____TH DAY OF _____, 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:
Effective Date:

EXHIBIT 1

Amendments to Municipal Code Title 18

Amend the following Code sections:

- **Section 18.15.045 Neighborhood business zone.**

A. The purpose of the neighborhood business zone (NB) is to provide convenient daily retail and personal services for a limited service area, and to minimize impacts of commercial activities on nearby properties, and to provide for limited residential *development*. These purposes are accomplished by:

1. Limiting nonresidential *uses* to those retail or personal services uses which can serve the everyday needs of a surrounding urban residential area;
2. Allowing for automotive service uses, subject to approval of a conditional use permit.
23. Allowing for mixed use (housing and retail/service) developments and for townhouse developments as a sole use on properties; and
34. Excluding industrial and community regional business-scaled uses.

B. Use of this zone is appropriate in neighborhood business centers on *sites* which are served at the time of *development* by adequate public sewers, water supply, *streets* and other needed public facilities and services.

- **Section 18.15.050 Community business zone.**

A. The purpose of the community business zone (CB) is to provide convenience and comparison retail and personal services for local service areas which exceed the daily convenience needs of adjacent neighborhoods but which cannot be served conveniently by larger activity centers, and to provide retail and personal services in . These locations that are not appropriate for extensive *outdoor storage* or *auto-related and industrial uses*. Automotive service businesses may be appropriate in the Juanita subarea of this zone subject to approval of a conditional use permit. In the west subarea, auto-related uses are not appropriate and are prohibited. These purposes of the zone are accomplished by:

1. Providing for limited small-scale offices as well as a wider range of the small-scale retail, professional, governmental educational, and personal services than are found in neighborhood business areas uses;
2. Allowing residential use, with a focus on Allowing for mixed use (housing and retail/service/office) developments; and

EXHIBIT 1

3. Excluding commercial *uses* with extensive *outdoor storage*, ~~or as well as automotive sales~~ *auto-related* and industrial *uses*.

B. Use of this zone is appropriate in areas that are designated by the comprehensive plan and that are served at the time of *development* by adequate public sewers, water supply, *streets* and other needed public facilities and services.

• **Section 18.22.010 Neighborhood business zone – Use allowances.**

The following *uses* listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited uses* in the neighborhood business zone:

Table A. Neighborhood Business Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Arts, entertainment, indoor ^{1,2}	Air transportation service²¹	Adult entertainment business
Arts, entertainment, outdoor³	College/university	Ambulatory surgery center
Automotive sales and service, marine^{4,5}	Mobile food service	Animal kennel/shelter
Automotive sales and service, non-marine^{4,5,6,7}	Recreational facility, indoor ^{2,22}	Auction house
Business service, standard	Regional land use^{23,24}	Business service, intensive
Cemetery, columbarium or mausoleum⁸	Secure facility²⁵	Construction and trade
Community residential facility ⁹	Transportation²⁶	Family child-care home
Day-care		Funeral home/crematory
Eating and drinking place ^{2,10,28}		Hospital
Educational service ^{11,28}		Laboratory
Fire or police facility ¹²	Manufacturing, light	Manufacturing, heavy
Health care and social assistance ^{13,14}	Automotive sales and service, marine^{4,5}	Manufacturing, light
Multiple family dwelling ¹⁵	Automotive sales and service, non-marine^{4,5,6,7}	Marijuana business
Office		Marijuana cooperative
Park		Mobile home park
Personal service ²⁸		Recreational facility, outdoor
Religious institution		Resource land use
Retail sales ^{16,28}		Retail sales, bulk
Standalone parking¹⁷		Single detached dwelling unit
Supportive living facility ⁹		Vehicle or equipment rental
Temporary lodging ^{18,19}		Warehousing

EXHIBIT 1

<u>Utility facility</u> ²⁰		<i>Wholesale trade</i>
<i>Vehicle refueling station</i>		<u>Cemetery, columbarium or mausoleum</u> ⁸
<u>Mobile food service</u> ²⁷		<u>Utility facility</u> ²⁰
		<u>Air transportation service</u> ²⁴
		<u>Transportation</u> ²⁶
		<u>Arts, entertainment, outdoor</u> ³
		<u>Regional land use</u> ^{23,24}
		<u>Standalone parking</u> ¹⁷
		<u>College/university</u>
		<u>Secure facility</u> ²⁵

1. ~~Theaters are prohibited.~~ Artist studios are permitted. All other indoor arts, entertainment uses require a conditional use permit.
2. *Social card games* are prohibited.
3. ~~Outdoor performance facilities and drive-in theaters are prohibited.~~
4. Repair or service shall only be performed in an enclosed building, with no outdoor storage of materials. Top, body, and upholstery repair shops and paint shops are prohibited.
5. ~~Automotive sales are prohibited.~~
6. ~~Heavy equipment and truck repair is prohibited.~~
7. ~~Tire retreading is prohibited.~~
Automotive sales is prohibited. Repair or service shall only be performed in an enclosed building, with no outdoor storage of materials. Top, body, and upholstery repair shops, paint shops, and tire retreading are prohibited, as is heavy equipment and truck repair.
8. ~~Limited to columbariums accessory to a religious institution, but required landscaping and parking shall not be reduced.~~
9. Only as part of a *mixed use development* subject to the conditions of Chapter 18.50 KMC.
10. Drinking places are prohibited.
11. ~~Educational institutions (public or private), K – 12, are prohibited.~~
12. *Police facility* only and limited to “storefront” police offices. Such offices shall not have:
 - a. Holding cells; or
 - b. Long-term storage of stolen properties.
13. Veterinary clinics permitted subject to the following:

EXHIBIT 1

- a. No burning of refuse or dead animals is allowed;
 - b. The portion of the *building* or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and
 - c. The provisions of Chapter 18.70 KMC relative to animal keeping are met.
14. Social assistance permitted only as a re-use of a surplus nonresidential facility subject to Chapter 18.50 KMC.
15. Only as part of a *mixed use development* subject to the conditions of Chapter 18.50 KMC, except that ~~stand-alone townhouse developments~~ are permitted subject to KMC 17.20.125, 18.22.020, 18.30.130 and 18.50.050.
16. ~~Building material stores, auto supply stores and u~~Used goods shops are prohibited.
- ~~17. Tow-in lots for damaged, abandoned or otherwise impounded vehicles are prohibited.~~
18. Bed and breakfast guesthouse only. All other *temporary lodging* is prohibited.
19. Bed and breakfast guesthouse shall be subject to the following conditions:
- a. The guesthouse shall be owner-occupied;
 - b. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;
 - c. Parking shall be provided as required by this title; and
 - d. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.
- ~~20. Nonhydroelectric generation facility requires a conditional use permit. Hydroelectric generation facilities are prohibited.~~
- ~~21. Helistops limited to emergency medical evacuation sites in conjunction with police, fire or health service facility.~~
22. Shooting ranges are prohibited.
- ~~23. Racetracks for motorized vehicles are prohibited.~~
- ~~24. Fairgrounds and stadiums/arenas are prohibited.~~
- ~~25. SCTF Siting. Secure community transition facilities as defined in RCW 71.09.020 are permitted by conditional use permit in the neighborhood business zone, subject to the following restrictions:~~
- ~~a. Maximum Number of Residents. No SCTF shall house more than three persons, excluding resident staff.~~
 - ~~b. Siting Criteria:~~
 - ~~(1) SCTFs should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.~~

EXHIBIT 1

- (2) No *SCTF* shall be allowed within the following distances from the following specified *uses*, areas or zones, whether such *uses*, areas or zones are located within or outside the *City* limits:
- A. In or within 250 feet of any residential zone district, or any residentially zoned property;
 - B. Adjacent to, immediately across a *street* or parking lot from, or within the line of sight of a "risk potential activity" as defined in RCW 71.09.020, as amended, including, but not limited to, public and private schools; school bus stops; licensed *day care* and licensed preschool facilities; public *parks*, publicly dedicated *trails* and sports fields; recreational and community centers; playgrounds; *religious institutions*; and public libraries;
 - C. One mile from any existing *SCTF*, work release, prerelease, or similar facility.

(3) The distances specified in footnote 24(b)(2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the *SCTF* is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.

c. On Site Facilities Required. Each *SCTF* shall provide on-site dining, on-site laundry or laundry service, and on-site recreational facilities to serve the residents.

d. Conditional Use Permit Application Process. A conditional use permit application for an *SCTF* shall be accompanied by the following:

- (1) The siting process used for the *SCTF*, including alternative locations considered. At least three alternative locations must be considered.
- (2) An analysis showing that utmost consideration was given to potential *sites* such that siting of the facility will have no unreasonable impact on any one racial, cultural, or socio-economic group, and that there will not be a resulting concentration of similar facilities in a particular neighborhood, community, jurisdiction or region.
- (3) Proposed mitigation measures including the use of extensive buffering from adjacent *uses*.
- (4) A detailed security plan for the facility and the residents.
- (5) Proposed operating rules for the facility.
- (6) A schedule and analysis of all public input solicited or to be solicited during the siting process.

26. Taxi, trucking, courier service, and freight and cargo service are prohibited.

27. Mobile food service is permitted subject to the following requirements:

- a. No permanent fencing, walls, or other *structures* shall be installed which hinder removal of the *structure* from the *site*;
- b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor;
- c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
- d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits;
- e. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.

EXHIBIT 1

f. If a stand:

- 1) The stand shall be located on a sidewalk or near a storefront consistent with barrier-free regulations;
- 2) The stand location on the sidewalk or near a storefront shall provide for at least four feet of unobstructed sidewalk between the stand and the sidewalk edge for pedestrian movement.

28. Each use is limited to maximum 5,000 square feet per use and 15,000 square feet total contiguous.

• **Section 18.22.020 Neighborhood business zone – Development standards.**

The following zone-specific development standards in Table B apply in the neighborhood business zone:

**Table B. Neighborhood Business Zone
Development Standards**

	Z O N E	NEIGHBORHOOD BUSINESS
STANDARDS		NB
Base Density: <i>Dwelling Unit/Acre</i>		8 du/ac
Maximum Density: <i>Dwelling Unit/Acre</i>		1224 du/ac ²
Minimum <i>Street Setback</i>		10 ft. ³ or 0 ft. for a mixed use building with commercial on the ground floor or for any building with structured parking
Minimum Interior <i>Setback</i>		20 ft. ^{4,5}

EXHIBIT 1

Table B. Neighborhood Business Zone
Development Standards

	Z O N E	NEIGHBORHOOD BUSINESS
STANDARDS		NB
Base Height ⁶		35 ft. 45 ft. ⁷
Maximum Floor Area Ratio: Square Feet		1/1 ⁸
Maximum Impervious Surface: Percentage ⁹		85%

¹ These densities are allowed only through the application of *mixed use development standards* and for *stand-alone townhouse development*.

² These ~~is~~ densities ~~iesy~~ may only be achieved *through mixed use development or* through the application of residential density incentives or *transfer of density credits in mixed-use developments and for stand-alone townhouse development*. See Chapter [18.80](#) KMC.

³ Gas station pump islands shall be placed no closer than 25 feet to *street* front lines.

⁴ ~~Required on property lines adjoining residential zones.~~

⁵ Required on property lines adjoining residential zones except when a *stand-alone townhouse development* is proposed to be located adjacent to property upon which an existing *townhouse development* is located.

⁶ Height limits may be increased when portions of the *structure/building* which exceed the base height limit provide one additional foot of *street* and *interior setback* for each foot above the base height limit, provided the maximum height may exceed 75 feet only in *mixed use*

EXHIBIT 1

~~developments. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the additional interior setback requirement; provided, that the maximum height shall not exceed 75 feet.~~

⁷ This base height is allowed only for *mixed use developments* ~~and for stand-alone townhouse development.~~

⁸ ~~The floor area ratio for mixed use developments shall conform to Chapter 18.50 KMC.~~

⁹ The *impervious surface* area for any *lot* may be increased beyond the total amount permitted in this chapter subject to approval of a *conditional use permit*.

• **Section 18.23.010 Intent.**

A. The purpose of the community business zone (CB) is to provide pedestrian-friendly, *mixed use development* that both supports larger mixed use and commercial areas with its residential *development*, and provides small-scale retail, office and personal services for the local community. The CB zone also provides retail and personal services in locations that are not appropriate for extensive *outdoor storage* or ~~automotive sales auto-related~~ uses. These purposes are accomplished by:

1. Providing for ~~limited small-scale~~ offices as well as a wide range of ~~the~~ small-scale retail, ~~professional, governmental~~ *educational*, and personal services ~~that are found in neighborhood business areas~~ *uses*;
2. Encouraging *mixed use* (housing and retail/service *office*) *developments*; and
3. Excluding commercial *uses* with extensive *outdoor storage*, ~~or as well as automotive sales auto-related~~ *uses*.

B. Use of this zone is appropriate in areas that are designated by the comprehensive plan that are served at the time of *development* by adequate public sewers, water supply, *streets* and other needed public facilities and services.

• **Section 18.23.020 Use Allowances.**

18.23.020 **Community business zone west subarea –** Use Allowances.

The following *uses* listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited uses* in the community business zone west subarea:

EXHIBIT 1

Table A. Community Business Zone West Subarea Use Allowances

* * *

- Section 18.23.040 Zoning standards.

18.23.040 Community business zone – Development Zoning standards.

The following zone-specific development standards in Table B apply in the community business zone:

Table B. Community Business Zone
Development Standards

STANDARD	REQUIREMENT
Base Density: <i>Dwelling Units/Gross Acre</i>	24
Minimum Density: <i>Dwelling Units/Gross Acre</i>	18
Maximum Density: <i>Dwelling Units/Gross Acre</i>	<u>36 for mixed use development.</u>
<u>West subarea</u>	<u>36 for mixed use development.</u>
<u>Juanita subarea</u>	<u>36 if affordable housing or a fee-in-lieu is provided as described in KMC 18.23.055.</u>
Minimum <i>Street Setback</i> ¹	10 feet; or 0 feet for a mixed use <i>building</i> with commercial on the <i>ground floor</i> or for any <i>building</i> with structured parking.
Minimum Interior <i>Setback</i> ¹	
<u>West subarea</u>	0 feet for commercial or <i>mixed use development</i> except for <i>interior lot lines</i> adjoining property zoned R-1 to R-6. 5 feet landscaped <i>setback</i> for residential except for <i>interior lot lines</i> adjoining property zoned R-1 to R-6. Native vegetation is encouraged. For all <i>interior lot lines</i> adjoining a property zoned R-1 to R-6 a 15-foot landscaped <i>setback</i> of native vegetation is required.

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STANDARD	REQUIREMENT
Juanita subarea	20 feet ²
Base Height ¹	35 feet
West subarea ³	35 feet
Juanita subarea	35 feet 45 feet ⁴
Maximum <i>Impervious Surface</i> : Percentage	90%
Pedestrian Connections	Pedestrian connections are required to be provided in accordance with Chapter 18.52 KMC, Downtown Design Standards.

¹ Any portion of *development* that occurs underground is exempt from property line *setback* requirements of this code section.

² Required on property lines adjoining residential zones.

³ The exceptions to height limits listed in KMC [18.30.060](#) do not apply to the base height allowed in the CB *zonewest*. Any *development* utilizing the exception to height limits for the CB zone between 61st Avenue NE and 65th Avenue NE shall dedicate 25 percent of the average lot width above 35 feet in height as a view corridor to Lake Washington.

Exceptions to height limitations for the base height in the CB *zonewest* shall be:

- a. Roof *structures* housing or screening elevators, stairways, tanks, ventilating fans or similar equipment required for *building* operations and maintenance may extend up to 10 feet above the 35-foot base height for a maximum of 25 percent of the average lot width.
- b. Fire or parapet walls, skylights, flagpoles, chimneys, smokestacks, church steeples, crosses, spires, utility line towers and poles, and similar *structures* may extend up to three feet above the maximum base height of 35 feet.
- c. Roof details or features that are used to comply with the roof form requirements of KMC [18.52.220](#) may extend a maximum of 10 feet above the 35-foot base height.

⁴ This maximum height is allowed only for *mixed use developments*.

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- **Section 18.30.060 Height – Exceptions to limits.**

The following *structures* may be erected above the height limits:

A. Roof *structures* housing or screening elevators, stairways, tanks, ventilating fans or similar equipment required for *building* operation and maintenance; and

B. Fire or parapet walls, skylights, flagpoles, chimneys, smokestacks, church steeples, crosses, spires, utility line towers and poles, and similar *structures*.

Development in the CB **west** zone (see KMC [18.23.040](#)) is specifically excluded from the exceptions to height limitations of this section. All height provisions and exceptions to height limitations for the CB **west** zone are found in KMC [18.23.040](#). [Ord. 16-0426 § 7 (Att. E); Ord. 11-0329 § 3 (Exh. 1).]

* * *

- **Section 18.42.060 General sign requirements.**

A. All *signs*, except *billboards*, *community bulletin boards*, *community identification signs*, *political signs*, temporary real estate "A-frame" *signs* and special event *signs*, shall be *on-premises signs*; provided, that *uses* located on *lots* without public *street frontage* in business and office zones may have one *off-premises directional sign* of no more than 16 square feet.

B. *Fuel price signs* shall not be included in *sign* area or number limitations of KMC [18.42.100](#) through [18.42.135](#), provided such *signs* do not exceed 20 square feet per *street frontage*.

C. Projecting and *awning signs* shall not be permitted for *uses* in the residential zones. *Signs* mounted on the sloping portion of roofs shall not be permitted in the residential, downtown residential, and downtown commercial zones. Allowances for projecting and *awning signs* in the downtown commercial zone are found in KMC [18.42.100](#). In other zones, projecting and *awning signs* and *signs* mounted on the sloping portion of roofs may be used in lieu of *wall signs*, provided:

1. They maintain a minimum clearance of eight feet above finished grade;
2. They do not project more than six feet perpendicular from the supporting *building facade*;
3. They meet the standards of subsection J of this section if mounted on the roof of a *building*; and
4. They shall not exceed the number or size permitted for *wall signs* in a zone.

D. *Changing message center signs*, and *time and temperature signs*, which can be a wall or *freestanding sign*, shall not exceed the size permitted for a wall or *freestanding sign*, and shall be permitted only in the

EXHIBIT 1

NB, CB west, UC, WC, and RB zones. *Changing message center signs* and *time and temperature signs* shall not exceed the maximum *sign* height permitted in the zone.

E. *Directional signs* shall not be included in the *sign* area or number limitation of KMC [18.42.080](#); provided, they shall not exceed six square feet in surface area and are limited to one for each entrance or exit to surface parking areas or parking structure.

F. *Sign Illumination and Glare*.

1. All *signs* in the NB, CB, UC, WC, RB or DC zone districts may be illuminated. *Signs* in all other zones may be indirectly illuminated, provided the light source for *indirectly illuminated signs* shall be no farther away from the *sign* than the height of the *sign*;
2. *Indirectly illuminated signs* shall be arranged so that no direct rays of light are projected from such artificial source into residences or any *street* right-of-way;
3. Electrical requirements for *signs* shall be governed by Chapter [19.28](#) RCW and WAC [296-46-910](#); and
4. *Signs* with an on/off operation shall be permitted only in the CB, UC, WC, and RB zones.

G. Maximum height for *wall signs* shall not extend above the highest exterior wall or *structure* upon which the *sign* is located, except in the DC zone which is governed by KMC [18.42.100](#).

H. Maximum height for *projecting signs* shall not extend above the highest exterior wall upon which the *projecting sign* is located.

I. Maximum height for *awning signs* shall not extend above the height of the awning upon which the *awning sign* is located.

J. Any *sign* attached to the sloping surface of a roof shall be installed or erected in such a manner that there are no visible support structures, shall appear to be part of the *building* itself, and shall not extend above the roof ridge line of the portion of the roof upon which the *sign* is attached.

K. Except as otherwise permitted by this chapter, *off-premises directional signs* shall not exceed four square feet in *sign* area.

L. *Mixed use developments* or *multiple-family dwellings* in the NB, CB, DC UC, WC, or RB zones are permitted one permanent residential identification *sign* not exceeding 32 square feet in addition to the maximum *sign* area requirements in the zone where the *development* is located.

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- **Section 18.42.110 Neighborhood business zone signs.**

18.42.110 Neighborhood business and community business - Juanita subarea zone signs.

Signs in the NB and CB Juanita zones shall be limited as follows:

A. *Wall signs* are permitted, provided they do not total an area more than 10 percent of the *building facade* on which they are located;

B. *Freestanding Signs.*

1. One *freestanding sign* not exceeding 50 square feet is permitted for each *street frontage* of the *lot*, provided corner *lots* with a *street frontage* of less than 100 feet on each *street* shall be permitted only one *freestanding sign*;
2. Multiple-tenant *developments* that have more than 300 feet of *street frontage* on one *street* may have one additional *freestanding sign* for each 300 feet of *street frontage*, or portion thereof. Such *signs* shall be separated from one another by a minimum of 150 feet, if located on the same *street frontage*;
3. On *lots* where more than one *freestanding sign* is permitted, the *sign* area permitted for individual *freestanding signs* may be combined; provided the combined *sign* does not exceed 150 square feet; and
4. The maximum height for *freestanding signs* shall be 15 feet. [Ord. 11-0329 § 3 (Exh. 1).]

- **Section 18.42.120 Community business zone signs.**

18.42.120 Community business - west subarea zone signs.

Signs in the CB west zones shall be limited as follows:

A. *Wall signs* are permitted, provided they do not total an area more than 15 percent of the *building facade* on which they are located;

B. *Freestanding Signs.*

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1. One *freestanding sign* not exceeding 85 square feet, plus an additional 20 square feet for each additional business in a multiple-tenant *structure* but not to exceed 145 square feet total, is permitted for each *street frontage* of the *lot*, provided corner *lots* with a *street frontage* of less than 100 feet on each *street* shall be permitted only one *freestanding sign*;
2. Multiple-tenant *developments* that have more than 300 feet of *street frontage* on one *street* may have one additional *freestanding sign* for each 300 feet of *street frontage*, or portion thereof. Such *signs* shall be separated from one another by a minimum of 150 feet, if located on the same *street frontage*;
3. On *lots* where more than one *freestanding sign* is permitted, the *sign* area permitted for individual *freestanding signs* may be combined, provided the combined *sign* area does not exceed 250 square feet; and
4. The maximum height for *freestanding signs* shall be 20 feet.

- **Section 18.50.090 Mixed use development – Percentages of residential uses.**

Residential *uses* in *mixed use developments* shall be ~~subject to the following limits:~~

~~A. A maximum of 50 percent of the total built floor area when located in NB zones; and~~

~~B. A~~ **limited to a** maximum of 75 percent of the total built floor area when located in **NB**, CB, UC, WC, RB and DC zones; provided, that the total percentage may be increased by an additional 10 percent with the approval of the *city manager*.

- **Figure 18.52.070.A.1**

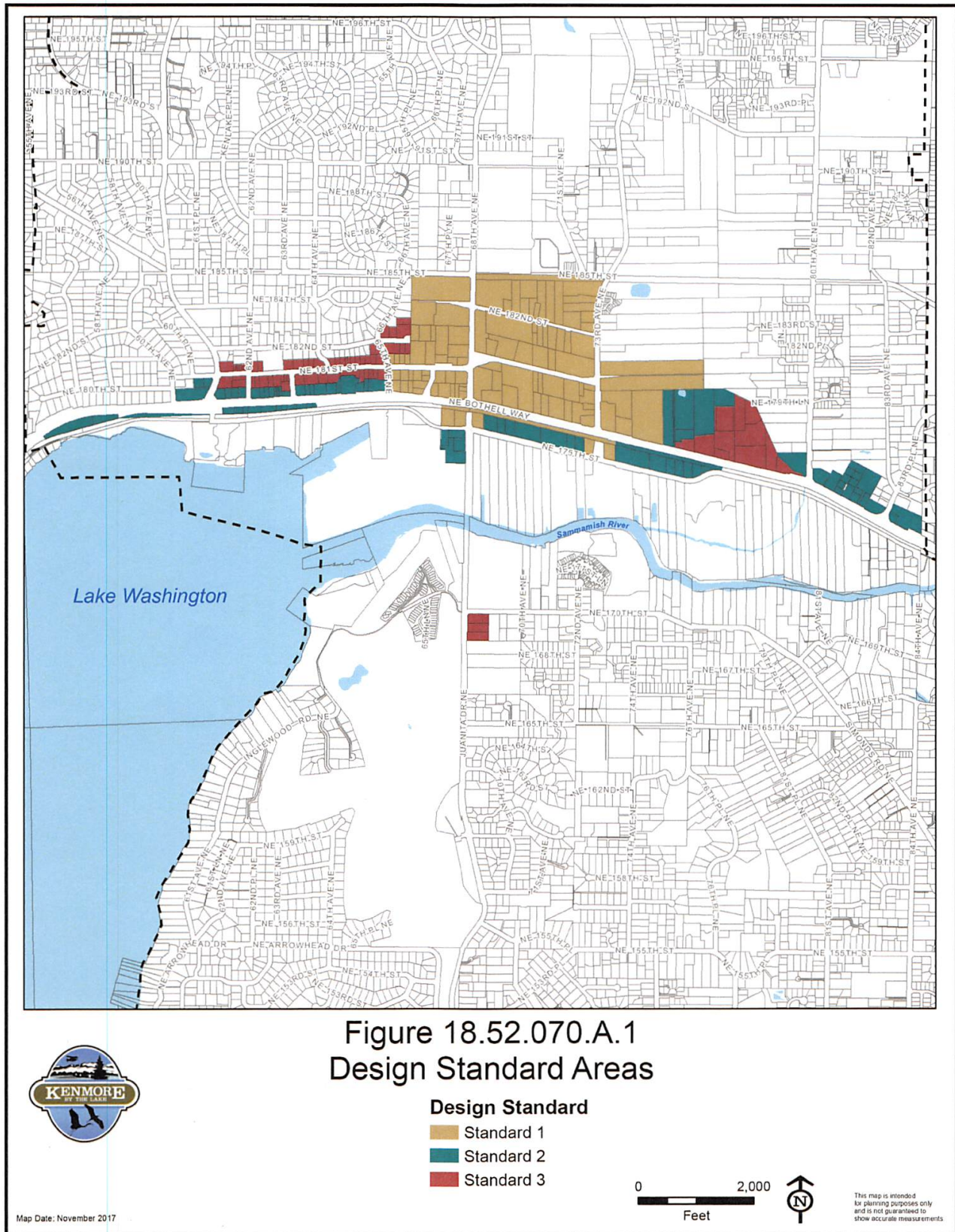


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- **Section 18.60.050 Wireless communication facility review processes and maximum allowable heights.**

P – Permitted Use

C – Conditional Use – reviewed through Type 2 process outlined in KMC [19.25.020](#).

X – Prohibited Use⁵

Type of wireless communication facility	Residential zones R-1 through R-6	Residential zones R-12 through R-24, and DR	Nonresidential zones RB, UC east, DC, CB Juanita , and NB	Nonresidential zones UC west, WC, and CB west (view zones)	Other nonresidential zones PSP, P, and GC
Antenna collocation on an existing conforming tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower	P Maximum height: same as existing tower
Rooftop antenna	X, C ^{1,2} , P ^{1,7} Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	P Maximum height: 15' above the roof height at the antenna location	X	P Maximum height: 15' above the roof height at the antenna location
Facade antenna	X, C ^{1,2} , P ^{1,7} Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall	P Maximum height: May not extend above the roofline or parapet wall	P Maximum height: 2' above the roofline or parapet wall
Amateur (ham) radio facilities	P	P	P	P	P

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Type of wireless communication facility	Residential zones R-1 through R-6	Residential zones R-12 through R-24, and DR	Nonresidential zones RB, UC east, DC, CB , Juanita , and NB	Nonresidential zones UC west, WC, and CB west (view zones)	Other nonresidential zones PSP, P, and GC
	Maximum height ² : Ground-mounted facility – 65'. Rooftop facility – 30' above the roof height at the antenna location	Maximum height ² : Ground-mounted facility – 65'. Rooftop facility – 30' above the roof height at the antenna location	Maximum height ² : Ground-mounted facility – 65'. Rooftop facility – 30' above the roof height at the antenna location	Maximum height ² : 35'	Maximum height ² : Ground-mounted facility – 65'. Rooftop facility – 30' above the roof height at the antenna location
Antennas on utility or light poles. (Nearest abutting zone is used to determine process if in the right-of-way.)	C ² , P ⁷ Maximum height: 55'	P Maximum height: 55'	P Maximum height: 55'	C ² , P ⁸ Maximum height: up to the building height limit as specified in the underlying zoning district	P Maximum height: 55'
Satellite dish	C ² if no more than 2 meters (6.6') in diameter; otherwise X Maximum height: Ground-mounted dishes – 15'.	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 1 dish per <i>site</i> ; otherwise C ² Maximum height:	P if no more than 2 meters (6.6') in diameter and limited to a maximum of 3 dishes per <i>site</i> ; otherwise C ² Maximum height: Ground-mounted dishes – 15'.	P if ground-mounted; otherwise X Maximum height: Ground-mounted dishes – 15'	C ² Maximum height: Ground-mounted dishes – 15'. Rooftop dishes – 15' above the roof height at the dish location

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Type of wireless communication facility	Residential zones R-1 through R-6	Residential zones R-12 through R-24, and DR	Nonresidential zones RB, UC east, DC, CB , Juanita , and NB	Nonresidential zones UC west, WC, and CB west (view zones)	Other nonresidential zones PSP, P, and GC
	Rooftop dishes – 15' above the roof height at the dish location	Ground-mounted dishes – 15'. Rooftop dishes – 15' above the roof height at the dish location	Rooftop dishes – 15' above the roof height at the dish location		
Tower ⁶	X	X	X in the DC zone; otherwise C ^{2,4} Maximum height: up to the building height limit as specified in the underlying zoning district	X	C ^{2,4} Maximum height: up to the building height limit as specified in the underlying zoning district

¹If on a nonresidential *building* such as a *religious institution*, school, or *utility facility*, or on a multifamily or mixed use *building*.

²In addition to satisfying the criteria listed in KMC [18.115.040](#), the *conditional use permit* shall be granted by the *City* only if the *applicant* also demonstrates that:

- a. Alternative *sites*, or facilities with less impact to the community have been considered and have been determined to be not feasible per KMC [18.60.080](#); and
- b. Visual impacts of the facility are minimized and the proposal does not significantly impact views to Lake Washington.

³*Amateur (ham) radio facilities* exceeding 65 feet in height may be permitted only through a *conditional use permit*. In addition to satisfying the criteria listed in KMC [18.115.040](#), the

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conditional use permit shall be granted by the *City* only if the *applicant* also demonstrates that:

- a. The proposal in the proposed location is necessary to support *emergency* radio operations in Kenmore; and
- b. Smaller facilities, with less impact to the community, have been considered and have been determined to be infeasible per KMC [18.60.080](#); and
- c. Visual impacts of the facility are minimized and the proposal does not significantly impact views to Lake Washington.

⁴Prohibited on properties within the jurisdiction of the Shoreline Management Act as set forth in KMC Title [16](#), Division 1.

⁵Unless a major adjustment has been granted pursuant to KMC [18.60.200](#).

⁶*Lattice towers* shall not be permitted.

⁷*Small cells* only, limited to a maximum of 3 antennas per utility/light pole, façade or rooftop. A conditional use permit will be required to locate more than 3 small cell antennas on a utility/light pole, façade or rooftop, including any additional requirements in applicable footnotes.

⁸*Small cells* only, limited to a maximum of 3 antennas per utility/light pole. A conditional use permit will be required to locate more than 3 small cell antennas on a utility/light pole, including the additional requirements in the applicable footnote.

• **Section 18.60.040 Locational priorities.**

Wireless communication facilities shall be sited according to the following siting hierarchy, with (1) being the highest (most preferable) ranking *site* and (9) being the lowest (least preferable) ranking *site*. A new *wireless communication facility*, with the exception of *amateur (ham) radio facilities*, must be located on the highest ranking *site* unless the *applicant* can demonstrate, through relevant information, including but not limited to, the report of a qualified radio frequency engineer, that the highest ranking *site* is not feasible (see KMC [18.60.080](#)). In order of ranking, from highest to lowest, the *sites* are:

- 1. *Collocation* on an existing conforming *tower*.
- 2. Rooftop *antenna* in a nonresidential zone.
- 3. Facade *antenna* in a nonresidential zone.
- 4. *Antenna* on a utility/light pole in a nonresidential zone.

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5. New *tower* in a nonresidential zone, except in the UC west, WC and CB **west** zones (view zones).
6. Attachment of an *antenna* to a nonresidential *building* in a residential zone.
7. Attachment of an *antenna* to a utility/light pole in a residential zone.
8. New *tower* in a residential zone.
9. New *tower* in the UC west, WC or CB **west** zones (view zones).

The *applicant* shall provide a map showing all existing *towers* or other suitable *alternative transmission support structures* located within one-quarter mile of the proposed *site* with consideration given to engineering and structural requirements. No new *wireless communication facility* shall be permitted if an existing *structure* in a higher priority location, suitable for attachment of an *antenna* or *collocation*, is located within one-quarter mile, unless the *applicant* demonstrates that these alternative locations are not feasible.

• **Section 18.60.190 Minor adjustment to requirements.**

A. A *wireless communication facility* minor adjustment is a Type 2 land use decision under KMC [19.25.020](#). A minor adjustment shall only apply to a request to modify the following standards:

1. *Setback* requirements established in KMC [18.60.100](#);
2. *Landscaping* requirements established in KMC [18.60.110](#);
3. Requests for up to five feet in additional facility height above the maximum allowable height, except in the UC west, WC and CB **west** zones (view zones); or
4. Replacement of nonconforming *antennas*, communication equipment and/or cabling on a replacement utility or light pole, only if the replacement *antennas*, communication equipment and/or cabling have the same dimensions (height, width, etc.) as the existing *antennas*, communication equipment and/or cabling, or as nearly practicable given the dimensions of the replacement utility or light pole.

B. Criteria. An application for a *wireless communication facility* minor adjustment shall be approved only if all of the following criteria are met:

1. The adjustment is necessary because of the unique characteristics of the *wireless communication facility* or its location;

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2. The adjustment is the minimum necessary to grant relief to the *applicant*;
3. The *applicant* has demonstrated that any impacts associated with the adjustment have been minimized to the maximum extent possible through the use of existing *site* characteristics, including, but not limited to, existing vegetation, topography, or natural features; or through the use of other techniques, such as concealment elements, to improve compatibility with adjacent and nearby existing and permitted land *uses*; and
4. Approval of the adjustment will result in a better outcome for the community than would strict adherence to the existing standards.

- **Section 18.73.120 Home industry.**

In all zones except R-12, R-18, R-24, **CB Juanita subarea**, and NB, a resident may establish a *home industry* as an accessory activity, provided:

* * *

Add the following new Code sections:

- **18.23.015 Subareas.**

The community business zone is divided into two subareas: community business west and community business Juanita as depicted in Figure 18.23.015.1

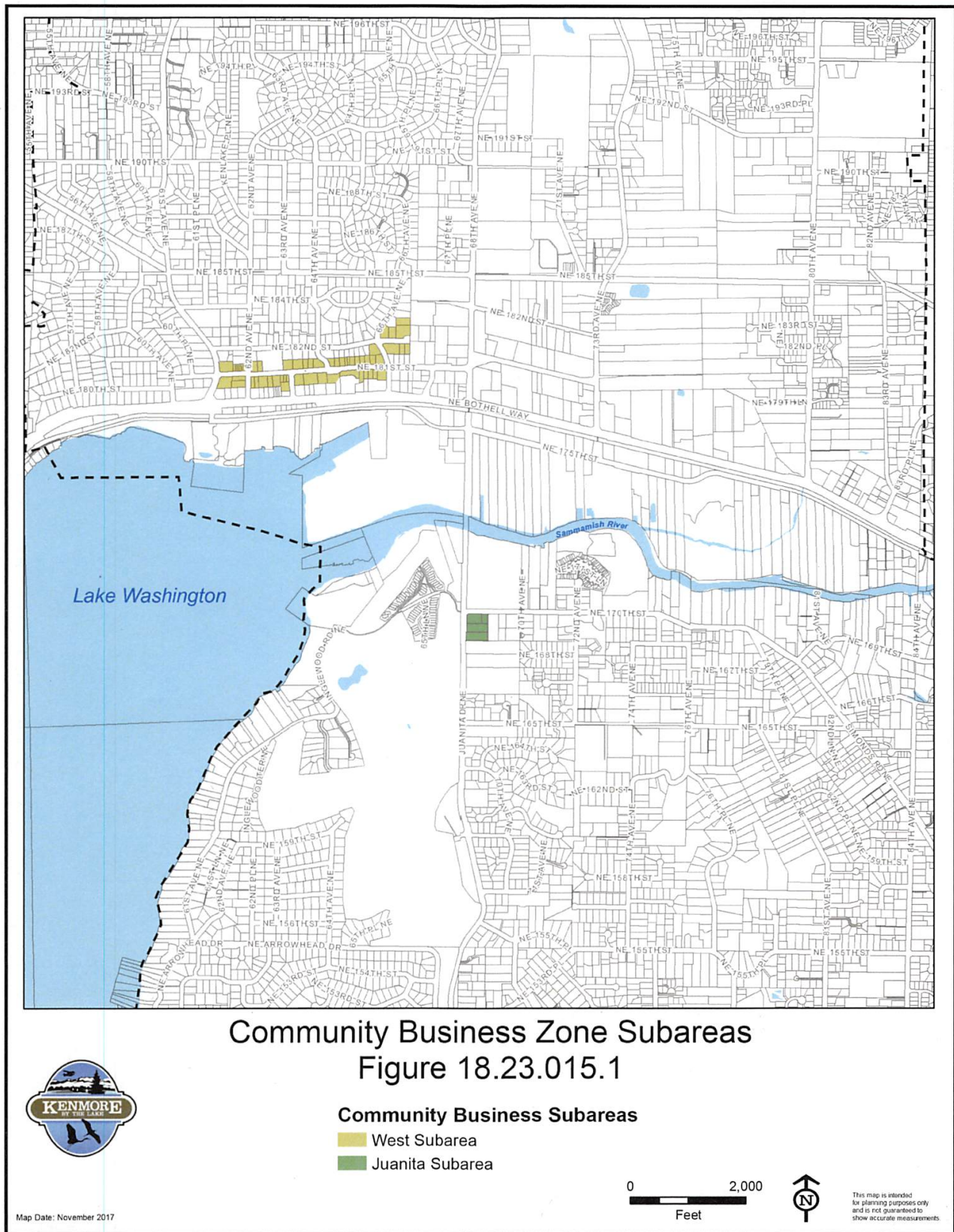


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- **18.23.025 Community business zone Juanita subarea – Use allowances.**

The following *uses* listed in Table A are identified as *permitted*, *conditionally permitted*, or *prohibited uses* in the community business zone Juanita subarea:

Table A. Community Business Zone Juanita Subarea Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<u>Arts, entertainment, indoor¹</u>	<u>Ambulatory surgery center</u>	<u>Adult entertainment business</u>
<u>Business service, standard</u>	<u>Automotive sales and service, marine⁷</u>	<u>Air transportation service</u>
<u>Day-care</u>	<u>Automotive sales and service, non-marine⁷</u>	<u>Animal kennel/shelter</u>
<u>Eating and drinking place²</u>	<u>Community residential facility</u>	<u>Arts, entertainment, outdoor</u>
<u>Educational service²</u>	<u>Fire or police facility</u>	<u>Auction house</u>
<u>Health care and social assistance³</u>	<u>Laboratory</u>	<u>Business service, intensive</u>
<u>Mobile food service⁴</u>	<u>Manufacturing, light</u>	<u>Cemetery, columbarium, or mausoleum</u>
<u>Multiple family dwelling⁵</u>	<u>Recreational facility, indoor</u>	<u>College/university</u>
<u>Office</u>	<u>Religious institution</u>	<u>Construction and trade</u>
<u>Park</u>	<u>Supportive living facility</u>	<u>Family child-care home</u>
<u>Personal service²</u>	<u>Vehicle refueling station</u>	<u>Funeral home/crematory</u>
<u>Retail sales²</u>		<u>Hospital</u>
<u>Standalone parking⁸</u>		<u>Manufacturing, heavy</u>
<u>Temporary lodging⁶</u>		<u>Marijuana business</u>
		<u>Marijuana cooperative</u>
		<u>Mobile home park</u>
		<u>Recreational facility, outdoor</u>
		<u>Regional land use</u>
		<u>Resource land use</u>
		<u>Retail sales, bulk</u>
		<u>Secure facility</u>
		<u>Single detached dwelling unit</u>
		<u>Transportation</u>
		<u>Utility facility</u>
		<u>Vehicle or equipment rental</u>
		<u>Warehousing</u>
		<u>Wholesale trade</u>

1. Artist studios are permitted. All other *indoor arts, entertainment uses* require a *conditional use permit*.

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2. Each *use* is limited to maximum 5,000 square feet per *use* and 15,000 square feet total contiguous.

3. Veterinary clinics subject to the following:

- a. No outdoor kennels or facilities;
- b. No burning of refuse or dead animals is allowed;
- c. The portion of the *building* or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and
- d. The provisions of Chapter 18.70 KMC relative to animal keeping are met.

4. *Mobile food service* is permitted subject to the following requirements:

- g. No permanent fencing, walls, or other *structures* shall be installed which hinder removal of the *structure* from the *site*;
- h. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor;
- i. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
- j. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits;
- k. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.
- l. If a stand:
 - 1) The stand shall be located on a sidewalk or near a storefront consistent with barrier-free regulations;
 - 2) The stand location on the sidewalk or near a storefront shall provide for at least four feet of unobstructed sidewalk between the stand and the sidewalk edge for pedestrian movement.

5. Only as part of a *mixed use development* subject to the conditions of Chapter 18.50 KMC.

6. Bed and breakfast guesthouse only. *Hotels* and *motels* are prohibited.

7. Automotive sales is prohibited. Repair or service shall only be performed in an enclosed *building*, with no *outdoor storage* of materials. Top, body, and upholstery repair shops, paint shops, and tire retreading are prohibited, as is *heavy equipment and truck repair*.

8. Limited to *commuter parking lots* for users of transit, carpools or ride-share programs, provided the facilities are located on existing parking lots for *religious institutions*, schools, or other permitted nonresidential uses which have excess capacity available during commuting hours. All other *standalone parking uses* require a *conditional use permit*.

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• **18.23.055 Affordable Housing - Juanita Subarea.**

A. For properties choosing to develop at higher residential densities in the CB Juanita subarea, affordable housing units shall be provided for any *development* exceeding the base density of 24 *dwelling units per acre* as follows:

1. For every four bonus units, one bonus *dwelling unit* shall be a moderate income affordable housing unit and three bonus *dwelling units* may be bonus market rate *dwelling units*.

2. The *applicant* may elect to satisfy this affordable housing requirement by making an in-lieu payment instead of constructing affordable *dwelling units* consistent with the provisions of KMC 18.23.055.C.

3. Each low income affordable housing unit provided counts as two moderate income affordable housing units for the purpose of satisfying the affordable unit requirement under subsection 1 of this section.

4. Determination of Number of Affordable Housing Units Required – Rounding. See KMC 18.30.020(D) for method of rounding to determine the number of affordable housing units required.

Example: Proposed *development* would achieve 36 *dwelling units* on a 1-acre site for a density of 36 du/acre. This provides 12 "bonus" *dwelling units* above the 24 du/acre base density of the zone. Three of the 12 bonus units must be moderate income affordable housing units. Alternatively, the project could provide 2 low income affordable housing units (rounded).

5. Adjacent *developments* by the same or affiliated *developer* will be considered as a single *development* for the purpose of applying the thresholds for compliance.

B. Definitions. For purposes of the CB Juanita subarea, the following affordable housing definitions shall apply:

1. "Affordable housing unit" means housing reserved for occupancy by eligible households and affordable to households whose annual income does not exceed the percentage of median income types described in the subsections below, adjusted for household size, and no more than 30 percent of the monthly household income is paid for monthly housing expenses. (Housing expenses for ownership housing include mortgage and mortgage insurance, property taxes, property insurance, and homeowners dues. Housing expenses for rental housing include rent and appropriate utility allowance.)

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2. "Bonus units" means *dwelling units* achieved that exceed the number of units allowed by the base density of the CB Juanita subarea.

3. Moderate Income Affordable Housing. For rental housing, "moderate income affordable housing" is defined as affordable at 70 percent of median income, adjusted for household size. For ownership housing, "moderate income affordable housing" is defined as affordable at 80 percent of median income, adjusted for household size.

4. Low Income Affordable Housing. For rental housing, "low income affordable housing" is defined as affordable at 50 percent of median income, adjusted for household size. For ownership housing, "low income affordable housing" is defined as affordable at 65 percent of median income, adjusted for household size.

5. "Median income" means the median income for the Seattle MSA as most recently determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended, or if programs under said Section 8(f)(3) are terminated, median income is determined under the method used by the Secretary prior to such termination. In the event that HUD no longer publishes median income figures for the Seattle MSA or King County, the City may use any other method for determining the King County median income, adjusted for household size.

Pursuant to the authority of RCW 36.70A.540, the City finds that the higher income levels specified in the definition of "affordable housing" under this subsection A, rather than those stated in the definition of "low-income households" in RCW 36.70A.540, are needed to address local housing market conditions in the City.

C. Alternative Compliance. Cash payments in lieu of providing actual housing units may be proposed and, if approved by the City, will be used only for the subsequent provision of affordable housing units by the City or other housing provider approved by the city manager. Payments in lieu shall be based on the difference between the cost of construction for a prototype affordable housing unit on the subject property, including land costs and development fees, and the revenue generated by an affordable housing unit. The payment obligation will be established at the time of issuance of building permits for the project.

D. Affordability Agreement. Prior to issuing any building permit, an agreement in a form approved by the city manager that addresses price restrictions, homebuyer or tenant qualifications, phasing of construction, monitoring of affordability, duration of affordability, and any other applicable topics of the affordable housing units shall be recorded with King County Department of Records and Elections. This

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agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the *applicant*. The *City* may agree, at its sole discretion, to subordinate any affordable housing regulatory agreement for the purpose of enabling the owner to obtain financing for *development* of the property.

E. Implementation Provisions. The following requirements shall be met for all affordable units:

1. Duration. Housing shall serve only income-eligible households for a minimum period of 50 years from the latter of the date when the affordability agreement between the housing owner and the *City*, as referenced in subsection D of this section, is recorded, or the date when the affordable housing becomes available for occupancy as determined by the *City*.

2. Designation of Affordable Housing Units. Prior to the issuance of any permit(s), the *City* shall review and approve the location and unit mix of the affordable housing units consistent with the following standards:

a. Location. The location of the affordable housing units shall be approved by the *City*, with the intent that they generally be intermingled with all other *dwelling units* in the *development*.

b. Tenure. The tenure of the affordable housing units (ownership or rental) shall be the same as the tenure for the rest of the housing units in the *development*.

c. Size (bedroom). The affordable housing units shall consist of a range of number of bedrooms that are comparable to units in the overall *development*.

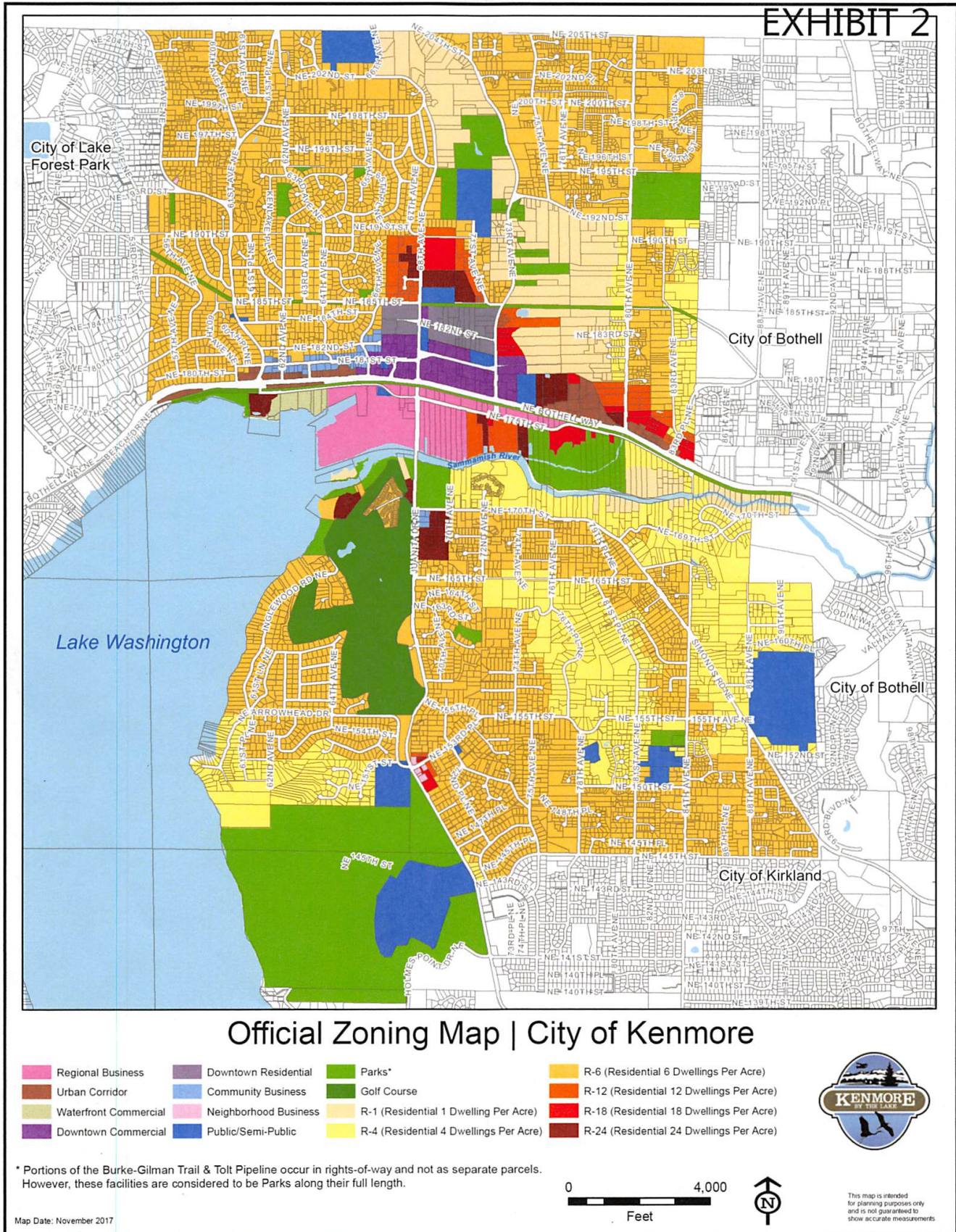
d. Size (square footage). The size of the affordable housing units, if smaller than the other units with the same number of bedrooms in the *development*, shall be approved by the *city manager*. If there is a proposal that the affordable units be smaller than the market rate units, in no case shall the affordable housing units be less than 500 square feet for a studio unit, 600 square feet for a one bedroom unit, 800 square feet for a two bedroom unit, or 1,000 square feet for a three bedroom unit.

e. Design. The exterior design of the affordable housing units shall be compatible and comparable with the rest of the *dwelling units* in the *development* and shall comply with any applicable design standards. The interior finish and quality of construction of the affordable housing units shall at a minimum be comparable to entry level rental or ownership housing in the *City*.

EXHIBIT 1

3. Timing/Phasing. The affordable housing units shall be available for occupancy in a time frame comparable to the availability of the rest of the *dwelling units* in the *development*.

F. Monitoring and Fees. The *City* reserves the right to establish, in the affordability agreement referred to in subsection D of this section, monitoring fees for the affordable housing unit, which can be adjusted over time to account for inflation. The purpose of any monitoring fee is for the review and processing of documents to maintain compliance with income and affordability restrictions of the affordability agreement.





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

Subject/Topic: West Sammamish River Bridge design and right-of-way acquisition Contract Amendment Proposed Council Action/Motion: Authorize the City Manager to increase the contract authority with Jacobs Engineering to \$2,776,149 to complete the design and right of way acquisition for the West Sammamish River Bridge.	For Council Meeting Agenda of: 01/16/2018 Department: <u>PW Engineering</u> Prepared by: <u>John Vicente, P.E.</u> <u>Initial & Date</u> Approved by Department Head: @ 12/29/17 Approved by City Attorney: NA Approved by Finance Director: ✓ [Signature] 12/29/17 Approved by City Manager: [Signature] 1/2/17 Exhibits/Attachments: NA
<u>INFORMATION/BACKGROUND:</u> Background: On April 13, 2015, City Council authorized the City Manager to execute a contract with Jacobs Engineering (Jacobs) to provide design services for the W Sammamish River Bridge Project for an amount not to exceed \$2,460,054. Since design began, several issues that were not known at the time of the project scoping became evident during design. Several additional permits were required that were not anticipated, additional right of way requirements were needed, and the architectural components of the bridge required additional effort than anticipated. On July 17, 2017, Council authorized the design for undergrounding the utilities on this corridor. Additional authorization of \$216,095 plus an additional \$100,000 in contingency is needed to complete the design work on the bridge. The new total authorized amount would be \$2,776,149. Design Status: Jacobs is working towards advancing the design to a 90% level. The right of way acquisition phase has started. All but one of the required permits have been submitted for agency review.	
<u>RECOMMENDATION:</u> Staff recommends Council Authorize the City Manager to increase the contract authority with Jacobs Engineering to \$2,776,149 to complete the design and right of way acquisition for the West Sammamish River Bridge.	
<u>FISCAL CONSIDERATION:</u> The total budget for the Project is \$31.7 Million of which almost \$28 Million is covered by grant funds. Typical costs for engineering design consultants ranges from 10%-20% of the construction amount depending on the	

complexity and cost of construction. The total contract amount (including contingency) is approximately 12% of the construction estimate which falls within the expected percentage range.

Below is a breakdown on the estimated project cost.

EXPENDITURES			
Design:			
	Staff and other Direct Expenses	\$443,830	
	Consultant Design Contract (including contingency)	\$2,776,149	
	Total Design		\$3,219,979
Right of Way:			
	Staff and Property Acquisition Expenses	\$839,460	
	Consultant Contract	\$196,000	
	Total Right of Way		\$1,035,460
Construction (estimate):			
	Staff and other Direct Expenses	\$768,300	
	Engineering Services During Construction	\$139,600	
	Construction Management Services	\$3,027,510	
	Construction Contract	\$23,542,145	
	Total Construction		\$27,617,549
Total Project Cost			\$31,732,994

REVENUE	
Bridge Program Grant	\$12,000,000
Connecting Washington Grant	\$8,000,000
Surface Transportation Program Grant	\$1,063,994
TIB Urban Arterial Program Grant	\$6,900,000
Local	\$3,769,000
Total Revenue	\$31,732,994

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #1: To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.



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

Subject/Topic: Northshore Ridge Final Plat – Resolution No. 18-304

For Council Meeting Agenda of: January 16, 2018

Department: Development Services

Prepared by: Samantha Loyuk, Associate Planner

Approved by Department Head: SV 12/20/17
Approved by City Attorney: RK 12/19/17
Approved by Finance Director: [Signature]
Approved by City Manager: [Signature]

Proposed Council Action/Motion:
 Adopt Resolution No. 18-304 Granting Final Plat Approval for Plat of Northshore Ridge

Exhibits/Attachments:

1. Vicinity Map
2. Resolution 18-304 and Exhibit A
(Northshore Ridge Final Plat Map)

INFORMATION/BACKGROUND:

The Northshore Ridge final plat is ready to record. On September 4, 2015, the Northshore Ridge Preliminary Long Plat was granted conditional approval by the City's Hearing Examiner, Theodore P. Hunter. Conditions of preliminary plat approval have been satisfied and the required financial guarantees have been submitted. Traffic and parks impact fees will be assessed at the time of building permit for each individual lot.

To obtain final plat approval the Council needs to pass a resolution approving the final plat. The final plat then needs to be signed by the City prior to being recorded with King County.

Northshore Ridge is a twelve (12) lot single-family residential development which subdivides two (2) parcels, totaling approximately 2 acres, into 12 single-family residential lots and four (4) tracts. The subject property is located at the southwest corner of NE 166th Street and 84th Avenue NE (see Exhibit 1, vicinity map). The lot and tract sizes are summarized in the table (right).

With the exception of Tract D, which is privately owned, tracts A – C will be owned and maintained by the Northshore Ridge Homeowners Association (HOA). The final plat grants the City of Kenmore reasonable access over all tracts within the development for the right, but not necessarily the responsibility, to inspect surface runoff conditions, vegetation and habitat conditions, and the conditions of all improvements installed within said tract.

Single-Family Residential Lots	
Lot #	Size
1	6,486 square feet
2	6,034 square feet
3	6,090 square feet
4	6,247 square feet
5	7,595 square feet
6	5,883 square feet
7	6,738 square feet
8	6,107 square feet
9	6,920 square feet
10	6,891 square feet
11	6,062 square feet
12	7,111 square feet

Tracts	
Tract #	Size and Use
A	Private Access/Utility
B	Private Access/Utility
C	Recreation
D	Wireless Facility

FISCAL CONSIDERATION:

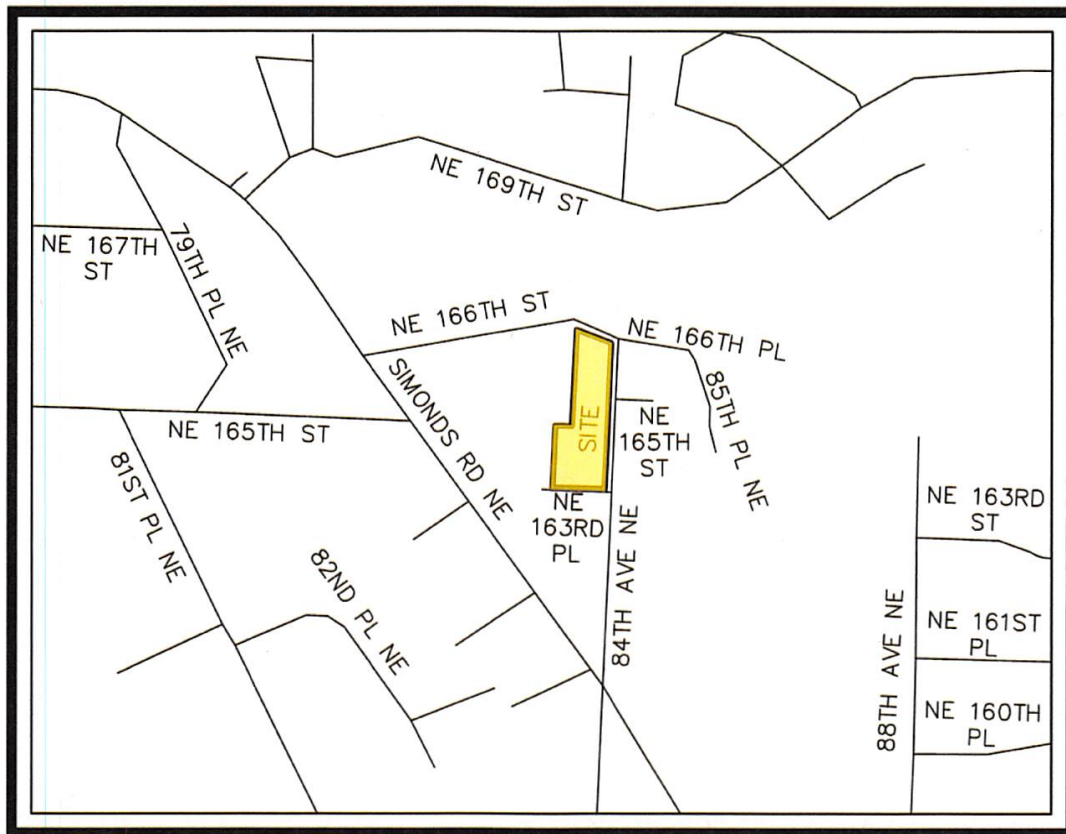
Permit fees will be collected upon approval of the plat and issuance of building permits. Subsequent expansion of single-family property tax base.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

To provide clear, accurate, and predictable permitting services in a timely and efficient manner.

EXHIBIT 1

Northshore Ridge Final Long Plat Vicinity Map



**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-304**

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, GRANTING FINAL PLAT APPROVAL
FOR THE PLAT OF NORTSHORE RIDGE (FILE NO.
FLP2014-066)**

WHEREAS, the City Council desires to grant final plat approval for the plat of Northshore Ridge;

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

Section 1. Plat Approval. Pursuant to RCW 58.17.170, the City Council of the City of Kenmore finds that all conditions of preliminary plat approval for the plat of Northshore Ridge have been satisfied, and hereby grants final plat approval. Pursuant to RCW 58.17.195, the City Council further finds that the plat of Northshore Ridge, as approved, conforms with all applicable City of Kenmore zoning and other land use regulations. See attached Exhibit A for plat layout.

Section 2. Authorization. The City Manager and/or his designee(s) are hereby authorized by the City Council to sign the face of the plat for the plat of Northshore Ridge and to cause the plat to be recorded with King County.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 16TH DAY OF JANUARY 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

NORTHSHORE RIDGE

PORTION OF SE 1/4, SE 1/4, SEC. 12, NE 1/4, NE 1/4, SEC. 13, TWP. 26 N., RGE. 4 E., W.M.

CITY OF KENMORE, KING COUNTY, WASHINGTON

EXHIBIT A

VOLUME PAGE

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT ME, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE CITY OF KENMORE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE SAID.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF KENMORE.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.
HAWTHORNE GLEN 12, LLC, A WASHINGTON LIMITED LIABILITY COMPANY.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF KENMORE, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF KENMORE, ITS SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.
HAWTHORNE GLEN 12, LLC, A WASHINGTON LIMITED LIABILITY COMPANY.

BY: JEFFREY E. HAMILTON
ITS: CFO

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
COUNTY OF KING } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JEFFREY E. HAMILTON SIGNED THIS INSTRUMENT, ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AS THE CFO OF HAWTHORNE GLEN 12, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 2017

SIGNATURE

PRINTED NAME OF NOTARY PUBLIC
NOTARY PUBLIC IN AND FOR
THE STATE OF WA

MY APPOINTMENT EXPIRES

LEGAL DESCRIPTION

PARCEL A:
THAT PORTION OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING ON THE EAST LINE OF SAID GOVERNMENT LOT 1 AT A POINT NORTH 0°57'20" EAST 334.04 FEET FROM THE SOUTHEAST CORNER THEREOF;
THENCE NORTH 70°24'20" WEST 168.85 FEET;
THENCE SOUTH 0°57'20" WEST 389.66 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 1;
THENCE EAST ALONG SAID SOUTH LINE 160 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1;
THENCE NORTH 0°57'20" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1, 334.04 FEET TO THE POINT OF BEGINNING;

EXCEPT THE NORTHEASTERLY 30 FEET AND THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 3061594;
EXCEPT THE SOUTH 41.27 FEET OF THE EAST 40.18 FEET THEREOF;

(ALSO KNOWN AS A PORTION OF LOT 5, BLOCK 8, THE MOORLANDS, ACCORDING TO THE UNRECORDED PLAT THEREOF).

PARCEL B:
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING ON THE EAST LINE OF SAID SUBDIVISION AT A POINT 230 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;
THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION, 220 FEET;
THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 230 FEET TO SAID NORTH LINE OF SAID SUBDIVISION;
THENCE EAST ALONG SAID NORTH LINE 220 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH ALONG SAID EAST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 3061594;

(ALSO KNOWN AS LOT 1, BLOCK I, MOORLAND HEIGHTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).

CITY OF KENMORE FILE NUMBER: FLP2014-006

TITLE REPORT NOTES

LEGAL DESCRIPTION AND EASEMENTS SHOWN PER SUBDIVISION GUARANTEE BY CHICAGO TITLE INSURANCE COMPANY GUARANTEE/CERTIFICATE NO. 010419-16 DATED JULY 13, 2017 AT 8:00 AM.

1. THIS PROPERTY SUBJECT TO EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT REGARDING ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AND SALE OF GAS AND ELECTRICITY PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20060929000485.
2. THIS PROPERTY SUBJECT TO AMENDED AND RESTATED EASEMENT AND SETTLEMENT AGREEMENT PER INSTRUMENT UNDER KING COUNTY RECORDING NUMBER 20170522000562.
3. THIS PROPERTY SUBJECT TO ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY UNDER KING COUNTY RECORDING NUMBER 20051230900036.
4. PERTAINS TO DEVELOPMENT AGREEMENT PER KING COUNTY RECORDING NUMBER 20040318001100.
5. PERTAINS TO OPTION AND LICENSE AGREEMENT PER KING COUNTY RECORDING NUMBER 20040423001052.
6. PERTAINS TO WATER METER RELOCATION AND SETTLEMENT AGREEMENT PER KING COUNTY RECORDING NUMBER 20170522000563.
7. PERTAINS TO NOTICE OF ADOPTION OF SEWER AND WATER FACILITIES CHARGES 9207300895.
8. PERTAINS TO TAX STATUS.
9. PERTAINS TO SPECIAL TAXES AND CHARGES.
10. PERTAINS TO SPECIAL TAXES AND CHARGES.
11. PERTAINS TO DEED OF TRUST.

PLAT NOTES

1. TRAFFIC AND PARK IMPACT FEES SHALL BE ASSESSED AT THE TIME OF BUILDING PERMIT APPLICATION AND SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE PURSUANT TO KMC 20.47.
2. SCHOOL FEES, SCHOOL IMPACT FEES DUE FOR THE FINAL PLAT SHALL BE ASSESSED AND COLLECTED BY THE NORTHSHORE SCHOOL DISTRICT AT THE TIME OF BUILDING PERMIT APPLICATION AND SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE.
3. ALL LOTS WITHIN THIS PLAT SHALL MEET THE MINIMUM DIMENSIONAL REQUIREMENTS OF THE ZONE IN WHICH THE PLAT IS LOCATED. PROPERTY LINE SETBACKS, BUILDING HEIGHTS, OFF STREET PARKING PROVISIONS, AND MAINTAIN IMPERVIOUS SURFACE LIMITS SHALL BE VERIFIED AT THE TIME OF BUILDING PERMIT APPLICATION.
4. THE LOTS WITHIN THIS PLAT ARE SUBJECT TO AND SHALL COMPLY WITH THE APPROVED SIGNIFICANT TREE MANAGEMENT AND PROTECTION PLAN APPROVED JULY 28, 2016 AS SHOWN ON SHEET 11 OF THE APPROVED CONSTRUCTION PLANS FOR NORTHSHORE RIDGE ON FILE WITH THE CITY OF KENMORE UNDER FILE EN015-1042. THE LOT OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE OF ANY AND ALL TREES LOCATED ON THE LOTS. ANY DEVIATION FROM THE APPROVED PLAN REQUIRE APPROVAL BY THE CITY OF KENMORE.
5. THE MAINTENANCE OF ANY STORM DRAINAGE FACILITIES NOT OTHERWISE DEDICATED, SHALL BE THE RESPONSIBILITY OF THE NORTHSHORE RIDGE HOMEOWNER'S ASSOCIATION.
6. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO EXIST FOR ANY REASON, ALL TRACTS AND RESPONSIBILITIES DEDICATED TO THE HOMEOWNERS ASSOCIATION (EXCLUDING TRACT D) SHALL BE INTERPRETED TO BE SHARED EQUALLY AMONGST ALL PROPERTY OWNERS WITHIN THE PLAT UNLESS OTHERWISE LEGALLY REASSIGNED BY ADDITIONAL DOCUMENTATION RECORDED WITH THE KING COUNTY RECORDER'S OFFICE.
7. THIS PLAT SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED UNDER RECORDING NUMBER.
8. WHERE PORTIONS OF THE PRIVATE DRAINAGE SYSTEMS ARE CONSTRUCTED WITHIN CITY OWNED RIGHT-OF-WAY, SAID SYSTEMS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER. THE CITY DOES NOT ACCEPT ANY STORM DRAIN SYSTEMS CONSTRUCTED FOR THIS PLAT WHICH ARE LOCATED BEHIND THE BACK OF SIDEWALK FOR THE CITY'S MAINTENANCE PROGRAM.
9. ALL NEW SINGLE-FAMILY DWELLING UNITS CONSTRUCTED WITHIN THIS PLAT SHALL HAVE AN APPROVED FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH KMC 15.20.105 AND NORTHSHORE FIRE DEPARTMENT STANDARDS.

EASEMENT NOTES

1. A PUBLIC EASEMENT IS HEREBY GRANTED TO THE NORTHSHORE UTILITY DISTRICT, PUGET SOUND ENERGY, FRONTIER COMMUNICATIONS AND COMCAST AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS, TRACTS AND PARCELS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH THE NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, WATER, SEWER AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON SAID LOTS, TRACTS AND PARCELS AT ALL TIME FOR THE PURPOSES HEREIN STATED.
2. A 5 FOOT UTILITY EASEMENT IS HEREBY GRANTED TO PUGET SOUND ENERGY, FRONTIER COMMUNICATIONS AND COMCAST AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THAT PORTION OF LOTS 4, 5, 6, 8 AND 9, AS SHOWN HEREON, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH THE NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH THE RESPECTIVE UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIME FOR THE PURPOSES HEREIN STATED.
3. THE 10 FOOT PRIVATE UTILITY EASEMENT ACROSS LOT 3 IS FOR THE BENEFIT OF LOTS 3 AND 4. THE OWNERS OF SAID LOTS 3 AND 4 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE STORM DRAINAGE AND ROOF DRAIN FACILITIES USED IN COMMON WITHIN SAID EASEMENT, EXCEPT THAT NO PROPERTY OWNER SHALL BE RESPONSIBLE FOR THAT PORTION OF SAID SYSTEM ABOVE THEIR POINT OF CONNECTION.
4. THE 10 FOOT PRIVATE SANITARY SEWER EASEMENT ACROSS LOTS 8 AND 9 IS FOR THE BENEFIT OF LOT 12. THE OWNERS OF SAID LOT 12 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE SANITARY SEWER FACILITIES LOCATED WITHIN SAID EASEMENT.
5. THE 10 FOOT PRIVATE UTILITY EASEMENT ACROSS LOTS 10 AND 11 IS FOR THE BENEFIT OF LOTS 10, 11 AND 12. THE OWNERS OF SAID LOTS 10, 11 AND 12 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE STORM DRAINAGE AND ROOF DRAIN FACILITIES USED IN COMMON WITHIN SAID EASEMENT, EXCEPT THAT NO PROPERTY OWNER SHALL BE RESPONSIBLE FOR THAT PORTION OF SAID SYSTEM ABOVE THEIR POINT OF CONNECTION.
6. THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS) IS HEREBY GRANTED TO THE CITY OF KENMORE, OR ITS SUCCESSORS, OVER ALL TRACTS WITHIN THE DEVELOPMENT FOR THE RIGHT, BUT NOT THE RIGHT, TO RESPECTFULLY AND WITHOUT UNNECESSARY OBSTRUCTION, TO RESPECT SURFACE RUNOFF, HABITAT CONDITIONS, AND THE CONDITIONS OF ALL IMPROVEMENTS INSTALLED WITHIN THE TRACT.
7. THE 10 FOOT PRIVATE STORM DRAIN EASEMENT ACROSS LOT 2 IS FOR THE BENEFIT OF LOTS 3 THROUGH 12. THE OWNERS OF SAID LOTS 3 THROUGH 12 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ROOF DRAIN SYSTEM AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE ROOF DRAIN FACILITIES USED IN COMMON WITHIN SAID EASEMENT, EXCEPT THAT NO PROPERTY OWNER SHALL BE RESPONSIBLE FOR THAT PORTION OF SAID SYSTEM ABOVE THEIR POINT OF CONNECTION.
8. THE 10 FOOT PRIVATE STORM DRAIN EASEMENT ACROSS LOT 1 IS FOR THE BENEFIT OF LOTS 5 THROUGH 12. THE OWNERS OF SAID LOTS 5 THROUGH 12 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ROOF DRAIN SYSTEM AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE ROOF DRAIN FACILITIES USED IN COMMON WITHIN SAID EASEMENT, EXCEPT THAT NO PROPERTY OWNER SHALL BE RESPONSIBLE FOR THAT PORTION OF SAID SYSTEM ABOVE THEIR POINT OF CONNECTION.
9. THE 10 FOOT PRIVATE STORM DRAIN EASEMENT ACROSS LOT 6 IS FOR THE BENEFIT OF LOTS 7 THROUGH 12. THE OWNERS OF SAID LOTS 7 THROUGH 12 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ROOF DRAIN SYSTEM AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE ROOF DRAIN FACILITIES USED IN COMMON WITHIN SAID EASEMENT, EXCEPT THAT NO PROPERTY OWNER SHALL BE RESPONSIBLE FOR THAT PORTION OF SAID SYSTEM ABOVE THEIR POINT OF CONNECTION.
10. THE 10 FOOT PRIVATE STORM DRAIN EASEMENT ACROSS LOT 9 IS FOR THE BENEFIT OF LOTS 10, 11 AND 12. THE OWNERS OF SAID LOTS 10, 11 AND 12 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ROOF DRAIN SYSTEM AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE ROOF DRAIN FACILITIES USED IN COMMON WITHIN SAID EASEMENT, EXCEPT THAT NO PROPERTY OWNER SHALL BE RESPONSIBLE FOR THAT PORTION OF SAID SYSTEM ABOVE THEIR POINT OF CONNECTION.

APPROVALS

CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2017.

DEVELOPMENT SERVICES DIRECTOR, CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2017.

CITY MANAGER, CITY OF KENMORE

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2017.

CITY CLERK, CITY OF KENMORE

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2017.

KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER:

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER USE, ARE HEREBY PAID IN FULL.

THIS _____ DAY OF _____, 2017.

MANAGER FINANCE DIVISION DEPUTY

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF AXIS SURVEYING AND MAPPING

THIS _____ DAY OF _____, 2017.

IN VOLUME _____ OF PLATS, PAGES _____, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER SUPERINTENDENT OF RECORDS

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF NORTHSHORE RIDGE IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON, THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

W. TRAVIS BRADLEY, PLS

DATE

AXIS SURVEYING AND MAPPING
15241 NE 90TH ST
REDMOND, WA 98052
(425)823-5700

CERTIFICATE NUMBER: 48372

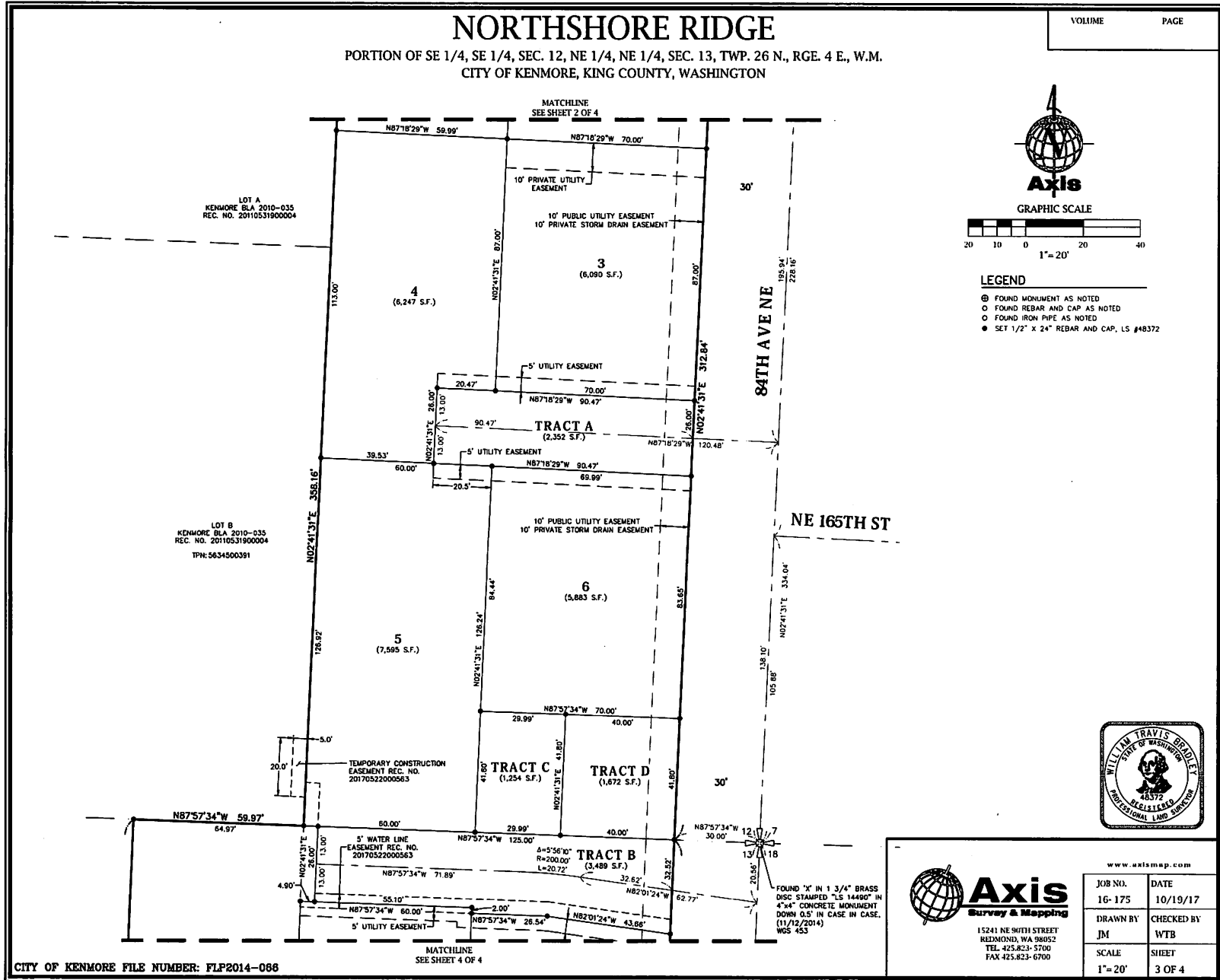


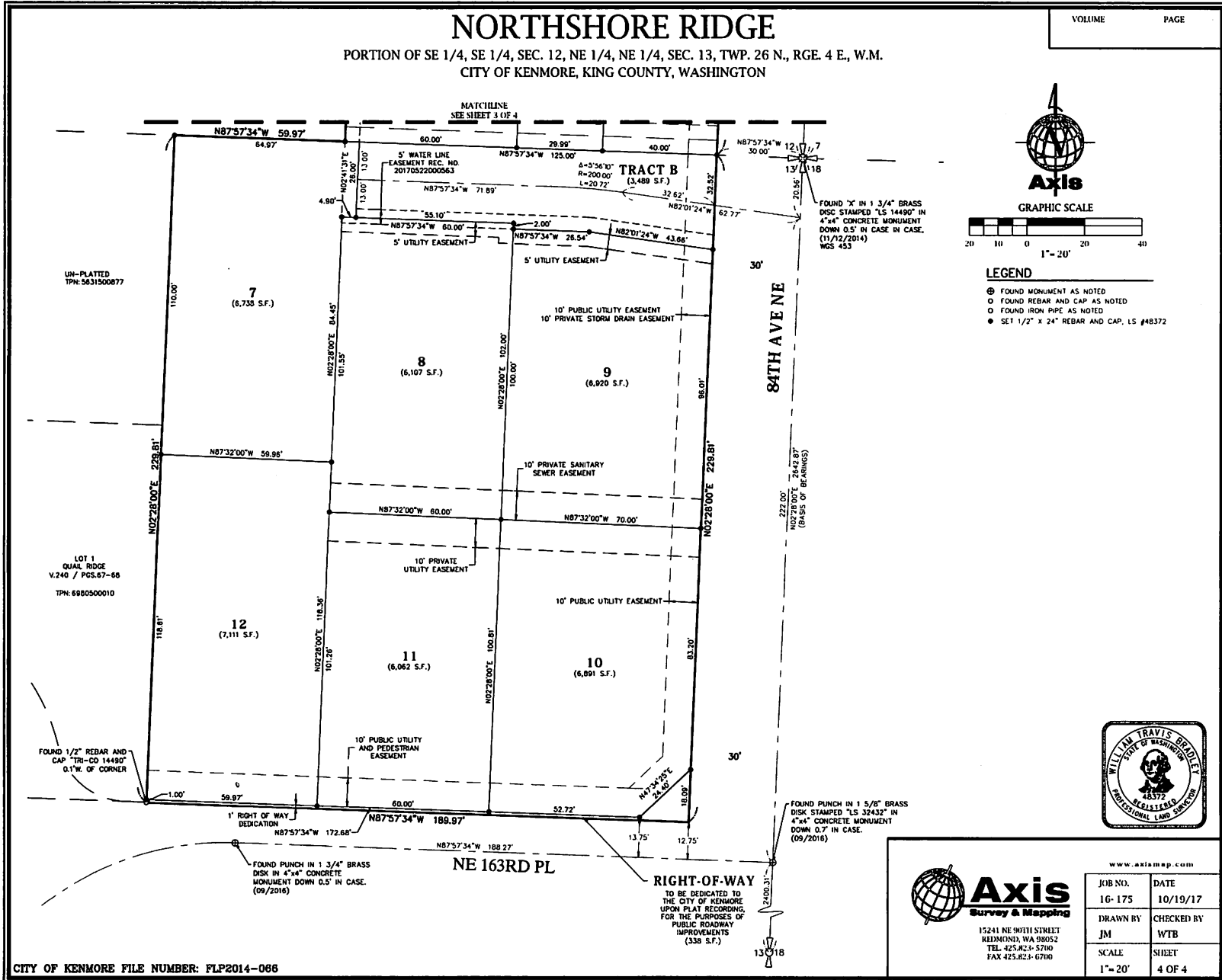
Axis
Survey & Mapping

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JOB NO.	DATE
16-175	10/19/17
DRAWN BY	CHECKED BY
JM	WTB
SCALE	SHEET
N/A	1 OF 4







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

Subject/Topic: W Sammamish River Bridge Replacement Grant Acceptance Proposed Council Action/Motion: Authorize the City Manager to accept \$6.9 Million of Transportation Improvement Board funding for the West Sammamish River Bridge Replacement Project.	For Council Meeting Agenda of: January 16, 2018 Departments: Public Works Prepared by: John Vicente, PE <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: center;">JL 12/18/17</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Approved by Finance Director: ✓</td> <td style="text-align: center;">JVC 1/18</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">JVC</td> </tr> </table> Exhibits/Attachments: NA		<u>Initial & Date</u>	Approved by Department Head:	JL 12/18/17	Approved by City Attorney:	NA	Approved by Finance Director: ✓	JVC 1/18	Approved by City Manager:	JVC
	<u>Initial & Date</u>										
Approved by Department Head:	JL 12/18/17										
Approved by City Attorney:	NA										
Approved by Finance Director: ✓	JVC 1/18										
Approved by City Manager:	JVC										
<u>INFORMATION/BACKGROUND:</u> In 2017, the City applied for funding with the Washington State Transportation Improvement Board's (TIB) Urban Arterial Program to construct the West Sammamish River Bridge. The City was notified in November 2017 that project funds in the amount of \$6,900,000 (\$6.9M) were awarded to the project. The project is currently being designed and the right of way acquisition phase has started. Staff anticipates that the project will be advertising for a contractor in the Fall of 2018.											
<u>RECOMMENDATION:</u> Staff seeks Council authorization to accept the \$6.9M TIB funds and authorize the City Manager to execute the appropriate agreements with TIB.											
<u>FISCAL CONSIDERATION:</u> The TIB grant covers approximately 25% of the construction cost. The project is currently funded with \$12M in Bridge funds, \$8M in Connecting Washington Funds, \$1.1M in Surface Transportation Program funds, and \$3.7M in City funds.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council Goal 1: To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.											



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Resolution No. 18-305 Ratifying an Amended and Restated Interlocal Agreement Establishing the ECity Gov Alliance.	For Council Meeting Agenda of: 16 January 2018 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager <u>Initial & Date</u> Approved by Department Head: <i>NKO 4 Jan 2018</i> Approved by City Attorney: Approved by Finance Director: <i>[Signature]</i> Approved by City Manager: <i>[Signature]</i>	
Proposed Council Action/Motion: Approve Resolution No. 18-305 Ratifying an Amended and Restated Interlocal Agreement Establishing the ECity Gov Alliance.	Exhibits/Attachments: 1) ECity Gov Memo Summary of Agreement Amendments 2) Resolution No. 18-305 3) Amended and Restated Interlocal Agreement	
Expenditure Required \$	Amount Budgeted \$	Appropriation Required \$
<u>INFORMATION/BACKGROUND:</u> The City of Kenmore is one of six Principals of the ECity Gov Alliance, which owns and administers technology programs that are widely used by local governments, such as My Building Permit.com and Gov Jobs Today. The other Principals are the Cities of Bellevue, Issaquah, Kirkland, Sammamish and Snoqualmie. The City of Bellevue is the Fiscal Agent and IT host of the organization. Over 20 public agencies subscribe to one or more of the programs offered by ECity Gov. King County is the most recent subscriber for MyBuildingPermit.com, an award winning program that streamlines the building permit process for permit applicants. In the past year, the Executive Board reviewed and approved several structural changes for the organization that serve to streamline decision making and operations, and approved an Amended and Restated Interlocal Agreement in October, 2017. Ratification of the new Interlocal Agreement by the City Council of each Principal is required by January 31, 2018.		
<u>FISCAL CONSIDERATION:</u> The updated Interlocal Agreement provides efficiencies for decision making and operations. The 2017-2018 includes \$64,000 for ECityGov Alliance dues.		
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council Goal: Implement the Economic Development Strategy: Attract new businesses and support existing businesses Priority Based Budgeting Goal: Foster open, responsive and transparent government by ensuring accountability, efficiency, effectiveness and integrity in all operations.		



TO: eCityGov Alliance Executive Board

FROM: Tracey Dunlap, Chair, eCityGov Alliance Executive Board

DATE: November 17, 2017

SUBJECT: AMENDED AND RESTATED INTERLOCAL AGREEMENT ESTABLISHING ECITYGOV ALLIANCE

Background

On Monday, January 30, 2017, the Executive Board of the eCityGov Alliance voted to reorganize the Alliance to better support MyBuildingPermit, the primary Alliance program, and to create a more nimble, flexible, streamlined structure to facilitate the Alliance goals and work tasks.

As part of the Alliance reorganization, the Executive Board worked with Pacifica Law Group LLP to revise the current Interlocal Agreement (ILA). Many of the ILA edits were minor and were made to provide improved clarity. More significant revisions were also made to the "terms and conditions of membership" and "principal contributions" sections of the ILA, which require approval by each Principal's City Council per Section 17 of the ILA ("Amendment of Agreement").¹

The fundamental restructuring of the ILA does not lend itself to a strike and edit version, however, a synopsis of the benefits and discussion of substantive changes to the ILA to better support the reorganization is provided below, with language from key sections shown in *italics*. Each Principal's legal counsel and Executive Board Member have had the opportunity to review the revisions and the Executive Board approved the changes by Resolution 2017-06 on October 27, 2017 (a copy is attached).

The primary benefits of the Alliance reorganization fall into three main areas. The amended and restated ILA:

- Simplifies the governance structure to save valuable time and streamline decision making,
- Better supports the MyBuildingPermit program,
- Ensures the cost allocation method is equitable for each program and
- Creates a more flexible structure to enable Principals to collaborate on future initiatives.

¹ Per section 17 of the ILA, the ILA may be amended by Supermajority Vote of the Executive Board except that any amendment affecting the following requires consent of the legislative authorities of all Principals – (a) expansion of the scope and services provided by the Alliance beyond the scope of expansion authorized therein, (b) the terms and conditions of membership of the Executive Board, (c) voting rights of Executive Board Members, (d) powers of the Executive Board, (e) Principal contribution responsibilities inconsistent with the language of the ILA, (f) hold harmless and indemnification provisions, (g) provisions regarding duration, termination or withdrawal, and (h) the provisions of Section 17 regarding amendments to the ILA. Items (a), (c), (d), and (f) through (h) were not substantively revised by the proposed amendments.



ILA Substantive Changes to Simplify the Governance Structure:

The Executive Board determined that the Operations Board is no longer needed as several Alliance programs have been discontinued over the last two years and the MyBuildingPermit Management Team oversees the daily operations of MyBuildingPermit program. The Operations Board has not met since 2016 and Executive Board supports removing the Operations Board from the ILA to reduce complexity, improve decision making, save time, and streamline internal communications.

- All references to the Operations Board were removed from the ILA.

ILA Substantive Changes to Better Support MyBuildingPermit:

The Executive Board recognizes that the primary focus of the Alliance is MyBuildingPermit and that more than half of the MyBuildingPermit members are Subscribers. The Executive Board agreed that the Alliance would benefit from hearing Subscriber viewpoints as strategic decisions are made and supports updating the ILA to enable the addition of non-voting Subscriber seats to the Board.

- ILA, Section 8.c was updated to enable the Executive Board to add by Supermajority Vote one or more non-voting seats to the Executive Board to represent Subscribers.

c. Qualifications to Serve on Executive Board.

i. Voting Executive Board Members. To serve as a voting Board Member of the Executive Board, a person must be the Chief Executive Officer of the appointing Principal (e.g., for a Principal that is a city, the Mayor or City Manager, or equivalent), or its deputy or equivalent.

ii. Non-Voting Subscriber Representative(s) Qualifications for Board. In the event the Board determines (by Supermajority Vote) to add one or more non-voting seat(s) to the Board to represent one or more Subscriber, the Board shall determine the qualifications required for such non-voting Board Member(s).

- ILA, Section 8.e stipulates that the Executive Board will determine the process to select and replace any non-voting Subscriber representatives.

e. Term of Office; Vacancies.

i. Voting Executive Board Members. Executive Board Members shall serve on the Executive Board for so long as they hold a position that qualifies them for the seat, unless the agency they represent elects to appoint another individual. Any vacancies shall be promptly filled by the appointing Principal.

ii. Non-Voting Subscriber Representative(s) on Board. In the event the Board determines (by Supermajority Vote) to add one or more non-voting seat(s) to the Board to represent one or more Subscriber, the Board shall determine the process to select and replace the Subscriber representative.



ILA Substantive Changes to Update Cost Allocation Method to Ensure Equitable Distribution of Costs and to Create Greater Flexibility for Future Initiatives:

The Executive Board recognizes that the primary cost allocation method outlined in the current ILA is Principal population, which does not reflect the existing cost allocation methodology for the largest Alliance program, MyBuildingPermit, which is based on permit revenue. Therefore, the Board supports revising the ILA to enable the Executive Board to determine the most appropriate cost allocation method for each program and to adopt it by a Supermajority vote. Further, the current ILA does not provide the flexibility needed for Principals to invest in new initiatives/programs when all Principals do not want to participate. Therefore, the Executive Board supports revising the ILA to create a more nimble structure that allows two or more Principals to invest in mutual interests together and to make equitable adjustments for those Principals that do not wish to participate.

- ILA, Section 13.g (Section 12.g of the amended and restated ILA due to renumbering) was updated to state that the Board can establish other cost allocation methods by Supermajority Vote that are considered equitable to all other Principals and appropriate for the applicable Programs and Services. This Section was also revised to provide more flexibility for the Executive Board to adjust the cost methodology for non-participating Principals. The ILA now specifies that the Executive Board can make equitable adjustments for Principals who do not use or deploy certain Programs and Services offered by the Alliance.

g. Cost Allocation. The costs of funding the approved Alliance budget, net of all estimated revenue chargeable to Subscribers and all other revenues, shall be generally allocated between all Principals based on their relative Population. The Board can establish other cost allocation methods by Supermajority Vote that are considered equitable to all other Principals and appropriate for the applicable Programs and Services. Nothing in this Agreement shall be construed to prohibit the Executive Board from including factors in addition to Principal Population or making other equitable adjustments in the cost allocation formulas, including but not limited to adjustments for Principals who do not use or deploy certain Programs and Services offered by the Alliance pursuant to Section 6.g.

The proposed changes to the ILA are needed to streamline the governance structure and add flexibility to address the evolving Principal interests. Thank you for considering the revised ILA and we look forward to providing any additional information that you need.

**CITY OF KENMORE, WASHINGTON
RESOLUTION
No. 18-305**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENMORE
APPROVING THE AMENDED AND RESTATED INTERLOCAL
AGREEMENT ESTABLISHING ECITYGOV ALLIANCE AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, eCityGov Alliance (the "Alliance") was established pursuant to the Interlocal Cooperation Act (chapter 39.34 RCW) and the Interlocal Agreement originally executed in 2002, as amended in 2005, 2007, 2009, and 2014 (as amended, the "Original Agreement"); and

WHEREAS, the City of Kenmore (the "City") is a party to the Original Agreement and a Principal (as defined in the Original Agreement) of the Alliance; and

WHEREAS, the Executive Board of the Alliance (the "Executive Board") has found that it is in the best interest of the Alliance to amend and restate the Original Agreement to strengthen and modify the governance and corporate structure of the Alliance and to update other provisions of the Original Agreement, while ensuring the Alliance maintains all its current rights and responsibilities; and

WHEREAS, the Original Agreement provides that its terms may be amended upon approval of a Supermajority Vote (as defined in the Original Agreement) of the Executive Board, provided that certain amendments require the consent of the legislative authorities of each Principal; and

WHEREAS, on October 27, 2017, the Executive Board adopted Resolution 2017-06 approving a form of Amended and Restated Interlocal Agreement Establishing eCityGov Alliance (the "Amended and Restated Agreement") and requesting that the current Principals of the Alliance consider and approve the execution and delivery of the Amended and Restated Agreement as required therein; and

WHEREAS, the City Council now desires to approve the the Amended and Restated Agreement and authorize the City Manager to execute the same;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENMORE AS FOLLOWS:

Section 1. Approval of the Agreement; Execution. The City Council hereby approves the Amended and Restated Agreement in substantially the form attached hereto as Exhibit A and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute, on behalf of the City, the Amended and Restated Agreement, in a form substantially similar to that attached as Exhibit A.

Section 2. Further Authority. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this [resolution][ordinance].

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by majority vote of the Kenmore City Council in open meeting this 16th day of January, 2018.

Signed in authentication thereof this _16 day of January, 2018.

David Baker, Mayor

Attest

Kelly Chelin, City Clerk

EXHIBIT A
FORM OF AMENDED AND RESTATED AGREEMENT
(see attached)

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**AMENDED AND RESTATED INTERLOCAL AGREEMENT
ESTABLISHING ECITYGOV ALLIANCE**

V. 10.03.17

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**AMENDED AND RESTATED INTERLOCAL AGREEMENT
ESTABLISHING ECITYGOV ALLIANCE**

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**AMENDED AND RESTATED INTERLOCAL AGREEMENT
ESTABLISHING ECITYGOV ALLIANCE**

AMENDED AND RESTATED INTERLOCAL AGREEMENT ESTABLISHING ECITYGOV ALLIANCE (the "Agreement"), incorporating all exhibits hereto, is entered into as of _____, 2017, by and among the municipal corporations organized under the laws of the State of Washington (the "State") which are signatories to this Agreement (hereinafter referred to as the "Principals"), is entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington ("RCW"). This Agreement is intended to amend and restate the Amended and Restated Interlocal Agreement Establishing eCityGov Alliance which became effective on March 1, 2014.

RECITALS

WHEREAS, eCityGov Alliance (the "Alliance") was established pursuant to the Interlocal Cooperation Act and Interlocal Agreement originally executed in 2002, and later amended in 2005, 2007, 2009, and 2014 (as amended, the "Original Agreement"); and

WHEREAS, the Alliance was formed to provide for the joint development, oversight and delivery of regionally coordinated online public sector services, technical solutions, and business solutions; and

WHEREAS, the Original Agreement established the Alliance as a separate legal entity; and

WHEREAS, the creation of an intergovernmental entity and joint instrumentality in the form of a governmental nonprofit corporation whose members are Principals enable each Principal to participate in the joint oversight and management of programs and services offered by the Alliance, enable each Principal's use of these programs and services, provide economies of scale, create a mechanism for cross-agency collaboration, and provide more seamless public access to member agency services; and

WHEREAS, it is anticipated that additional government agencies will elect to join the Alliance over time, and that some may wish to do so as subscribers to the Alliance's services rather than as Principals; and

WHEREAS, the Principals now desire to strengthen and modify the governance and corporate structure of the Alliance and update other provisions of the Original Agreement, while ensuring the Alliance maintains all its current rights and responsibilities except as modified herein; and

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WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act and Nonprofit Corporation Act set forth in chapters 39.34 and 24.06 RCW, respectively;

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CONFIRMATION OF ECITYGOV ALLIANCE AS A NONPROFIT CORPORATION.

The Alliance is hereby confirmed as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act (chapter 39.34 RCW), and as such the Alliance shall continue to have all rights and responsibilities assigned it by the Principals as contemplated and accomplished pursuant to the Original Agreement, including but not limited to the responsibility for developing, owning, operating, and managing the Alliance programs and services on behalf of the Principals and its Subscribers. Nothing herein shall be deemed to prevent the Alliance from any further reorganization permitted by applicable law, including without limitation the conversion to a municipal corporation.

SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF ORIGINAL AGREEMENT.

This Agreement shall be of perpetual duration, subject to termination provisions contained herein.

SECTION 3. DEFINITIONS.

- a. Agreement. The "Agreement" is this Amended and Restated Interlocal Agreement Establishing eCityGov Alliance, as it may hereafter be amended, restated or modified, together with all exhibits and appendices hereto, as they may hereafter be amended, restated, or modified.
- b. Alliance. The "Alliance" is the eCityGov Alliance, a nonprofit corporation owned and governed by its Principals.
- c. Alternate. An "Alternate" refers to the designated individual representing a Principal or a Subscriber on the Executive Board in the event that the Board Member is not available to attend.
- d. Articles of Incorporation. The "Articles of Incorporation" or "Articles" are terms defining aspects of the Alliance corporate formation under RCW 39.34.030(3)(b) and consistent with RCW 24.06.025, as they may hereafter be amended by the Executive Board.

- e. Board Member. A “Board Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board or his/her designated Alternate, and also includes any individual appointed to represent a Subscriber or Subscribers as a non-voting *ex officio* Board Member.
- f. Bylaws. The “Bylaws” as adopted and amended from time to time by the Executive Board shall govern the operations of the Executive Board and the officers thereof.
- g. Executive Board. The “Executive Board” or “Board” is the body described in Section 8 and shall be the governing body of the Alliance.
- h. Executive Director. The “Executive Director” is the chief operating officer for the Alliance appointed by and serving at the pleasure of the Executive Board.
- i. Fiscal Agent. The “Fiscal Agent” refers to that agency or government that holds and manages the Alliance’s funds, and performs accounting and other services for the Alliance as required per separate contract between the Fiscal Agent and the Alliance, and in accordance with the requirements of chapter 39.34 RCW.
- j. Operations Policy. The “Operations Policy” refers to the separate operational documents adopted by the Executive Board, that may be amended from time to time, which describes how data will be shared between the Participants and the Alliance, and sets forth operating procedures and rules for the Alliance Programs and Services.
- k. Original Agreement. The “Original Agreement” is the Interlocal Agreement establishing the eCityGov Alliance, originally executed in 2002, and later amended and/or restated in 2005, 2007, 2009, and 2014.
- l. Participants. All Principals and all Subscribers, as they may be so constituted from time to time, are collectively referred to as the “Participants,” and individually referred to as a “Participant.”
- m. Population. “Population” is the residential population of a Principal, according to the most recent annual report issued by the State Office of Financial Management determining the population of each city for purposes of taxation and allocation of certain state shared revenues in the following calendar year, or, for Principals who are not cities, such other official federal or state agency report that the Board determines provides sufficiently equivalent information.
- n. Principal. A “Principal” is a municipal corporation formed under the laws of the State which has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive access to all Programs and Services offered by the Alliance, according to such terms and conditions as may be established by the Executive Board.

o. Program Committee. A “Program Committee” is a team of staff from Participant agencies tasked with developing proposals for, and assisting in the implementation of, Program Work Plans, under the guidance and direction of the Executive Director.

p. Program Work Plan. A “Program Work Plan” is a document describing the goals, staffing, milestones, budget, and task list to accomplish a specified Program or Service within a specified period (typically a budget period). Program Work Plans shall be approved by the Executive Board per Section 7.m.

q. Programs and Services. “Programs and Services” are online public programs and services, technical solutions, and business solutions operated, provided, or sponsored by the Alliance. As of the date of this Agreement, the Programs and Services are those described in Exhibit A, which is incorporated herein by this reference. Programs and Services offered by the Alliance may be expanded as described in Section 6.d.

r. Quorum. A “quorum” shall have the meaning set forth in Section 8.g hereof.

s. Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means the affirmative vote of a majority (more than 50%) of the Principals present and voting, calculated by both Weighted Votes present and by number of the Executive Board Members present.

t. State. “State” means the State of Washington.

u. Subscriber. A “Subscriber” is a municipal corporation formed under the laws of the State, or another corporation or entity which has agreed to pay the Alliance for services according to such terms and conditions as may be established by the Executive Board and evidenced by separate contract between the Alliance and such entity. A Principal may convert or be converted to Subscriber status as provided herein, and a Subscriber that meets the definition of a Principal may be converted to Principal status as described herein.

v. Supermajority Vote. A “Supermajority Vote” means the affirmative vote of not less than sixty-six percent (66%) of the total Weighted Votes of the Executive Board, and not less than sixty-six percent (66%) of the total number of the Executive Board Members.

w. Weighted Vote. A “Weighted Vote” means a vote in which the vote of each Board Member representing a Principal is counted according to the proportional Population of each Principal in relationship to the total Population of all Principals.

SECTION 4. GUIDING PRINCIPLES.

It shall be the policy of the Alliance to adhere to the following principles to the best of its abilities and as is reasonably practical for the purposes of managing and operating the Alliance:

- a. Cost sharing is equitable;
- b. Risk is shared;
- c. Mission is not diluted;
- d. Focus is on providing strong and effective products;
- e. Roles and responsibilities are clearly defined;
- f. Benefit is clear and direct to Participants;
- g. Control and flexibility is retained by Participants;
- h. Business drives technology;
- i. Decision making is transparent and efficient;
- j. Innovation is supported; and
- k. Effectiveness and efficiency of Programs and Services is periodically confirmed by Executive Board review and consideration of options.

SECTION 5. PURPOSES OF ALLIANCE.

The Alliance shall have the following purposes:

- a. Create regionally coordinated portal(s) for the delivery of public sector services via the Internet.
- b. Provide citizens and businesses a variety of services and information in a manner that is coordinated among participating jurisdictions and efficiently integrated with internal operations.
- c. Provide a forum for the sharing of resources in the development and deployment of future public sector services, forging partnerships with other public and private entities that seek to enhance services, information and business process, and create a mechanism for cross-boundary staff collaboration, training, and work coordination for Alliance services and products.

- d. Create economies of scale among Participants, by coordinating and cooperating in joint purchasing, application development and other projects, from which the Participants benefit.

SECTION 6. ALLIANCE PROGRAMS AND SERVICES.

a. Generally. The Alliance has the responsibility to develop, own, operate, maintain, license, acquire, and manage such Programs and Services as are provided by the Alliance, further described in Exhibit A and for managing the operations of the Alliance. It is expressly contemplated that this scope of services includes:

- i. The implementation, operation, and maintenance of replacement or upgrades of the Alliance Programs and Services as necessary or appropriate.
- ii. The development and adoption of rules for access, use, and maintenance of the Alliance by Participants and other users of Programs and Services.
- iii. Any additional Programs and Services as may be approved per Section 6.d.
- iv. Other responsibilities reasonably necessary for the development, operation, and maintenance of the Alliance.
- v. Other related or ancillary services.

b. The Alliance is authorized to create and maintain a cooperative purchasing process, including but not limited to the creation of a small works roster and shared procurement portal. For so long as the Alliance maintains these operations, the Alliance shall be the lead agency for purposes of complying with the requirements of RCW 39.04.155, as it now exists or as hereafter amended, and as authorized by RCW 39.34.030, as it exists now or as hereafter amended.

c. Limitation on Authority. The Alliance shall have no authority to set local policies, levy or collect taxes, or take audit or enforcement action on behalf of any Participant.

d. Expansion of Scope of Services. As of the effective date of this Agreement, the Alliance offers those Programs and Services as described in Exhibit A. Upon Supermajority Vote of the Executive Board, the Alliance may provide additional Programs and Services that are consistent with the purpose of the Alliance set forth in Section 5.

e. Operating Policies and Rules for Use of Portal. In order to protect sensitive or confidential data, and assure the relationship between the Alliance and Participants remains fully functional and secure, the Executive Board shall adopt an Operations Policy. It is understood and agreed that the access and use of Alliance Programs and Services by any Participant is conditioned on that party's compliance with the Operations Policy. The Operations Policy will be regularly reviewed and updated by the Executive Board as necessary or appropriate.

f. Access by Principals to all Programs and Services. All Principals shall be entitled to use all Alliance Programs and Services, subject to the Principals compliance with the Operations Policy.

g. Requirement of Principals Use of Alliance Programs and Services. No Principal is required to use or deploy all Programs and Services offered by the Alliance. Nothing in this Agreement shall be interpreted to preclude a Participant from using or deploying competing services or programs similar in functionality to Programs and Services offered by the Alliance.

SECTION 7. ALLIANCE POWERS.

Through its Executive Board, the Alliance shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Executive Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participants;
- b. Review and adopt budgets for the Alliance and approve budget expenditures;
- c. Establish policies for cost allocation and expenditures of budget items for the Alliance;
- d. Review and adopt a personnel policy for the Alliance (if applicable);
- e. Review and approve operating policies for the Alliance and its Programs and Services;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Alliance;
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the State Open Public Meetings Act (chapter 42.30 RCW) as now or hereafter amended;
- h. Maintain and manage records in accordance with the State Public Records Act (chapter 42.56 RCW) as now or hereafter amended, and other applicable state and federal laws and regulations;
- i. Determine what Programs and Services shall be offered through the Alliance and under what terms they shall be offered, consistent with Section 6;
- j. Retain and terminate an Executive Director;
- k. Appoint and terminate a Fiscal Agent to hold and manage the Alliance's funds;

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- l. Approve strategic plans;
- m. Approve Program Work Plans and receive periodic briefings on progress in implementing same;
- n. Approve the addition of new Principals and new Subscribers and the terms of their participation in the Alliance and receipt of Alliance Programs and Services;
- o. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
- p. Establish fees and charges for services provided to Participants or other parties, including but not limited to users of Alliance Programs and Services;
- q. Direct and supervise the activities of any Program Committee and any advisory board established by the Executive Board and the Executive Director;
- r. Hear and resolve disputes between Participants and resolve other management issues;
- s. Accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;
- t. Receive all funds allocated to the Alliance by Participants;
- u. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property, or any interest therein, in the name of Alliance;
- v. Sell, convey, lease, exchange, transfer, license, and otherwise dispose of all of its property and assets;
- w. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Alliance's name;
- x. Make and alter Bylaws for the administration and regulation of its affairs;
- y. Any and all other lawful acts necessary to further the Alliance's goals and purposes; and
- z. Except as expressly provided above, the Alliance shall not have the power or authority to issue debt in its own name.

The Alliance, as a joint instrumentality of its Principals under chapter 39.34 RCW, shall have no powers or authority that is not held by cities in the State.

SECTION 8. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

a. Composition. The Executive Board shall be composed of one (1) Board Member from each Principal. Such representatives are referred to as Board Members or Executive Board Members. The Executive Board may, by Supermajority Vote, add one or more non-voting *ex officio* Board Members to represent a Subscriber or Subscribers as provided below.

b. Powers. The Executive Board shall have final decision making authority upon all policy issues and shall exercise the powers described in Section 7. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board, subject to Section 11.

c. Qualifications to Serve on Executive Board.

- i. Voting Executive Board Members. To serve as a voting Board Member of the Executive Board, a person must be the Chief Executive Officer of the appointing Principal (e.g., for a Principal that is a city, the Mayor or City Manager, or equivalent), or its deputy or equivalent.
- ii. Non-Voting Subscriber Representative(s) Qualifications for Board. In the event the Board determines (by Supermajority Vote) to add one or more non-voting seat(s) to the Board to represent one or more Subscriber, the Board shall determine the qualifications required for such non-voting Board Member(s).

d. Conditions for Serving on Executive Board. All Executive Board Members and their Alternates shall serve without compensation from the Alliance. However, the Alliance may pay for or reimburse Executive Board Members and Alternates for reasonable out-of-pocket costs related to service on the Executive Board.

e. Term of Office; Vacancies.

- i. Voting Executive Board Members. Executive Board Members shall serve on the Executive Board for so long as they hold a position that qualifies them for the seat, unless the agency they represent elects to appoint another individual. Any vacancies shall be promptly filled by the appointing Principal.
- ii. Non-Voting Subscriber Representative(s) on Board. In the event the Board determines (by Supermajority Vote) to add one or more non-voting seat(s) to the Board to represent one or more Subscriber, the Board shall determine the process to select and replace the Subscriber representative.

f. Alternates. Each Executive Board Member shall appoint a single Alternate designated in writing. Alternates must be in a senior management position within their agency

and be able to make decisions on behalf of the Principle represented. Written notice of the appointment of an Alternate shall be provided to the Chair prior to the Alternate attending a meeting of the Board.

g. Quorum. A simple majority (more than 50%) of the Executive Board Members representing Principals (or their Alternates) in number (excluding any Executive Board Member which per Section 16 has given notice of withdrawal or which has been terminated by vote of the Executive Board) shall constitute a quorum of the Executive Board for purposes of taking action.

h. Voting. The Executive Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 8.i shall require a Simple Majority Vote for approval. A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballots is allowed. Voting by a designated Alternate is not considered a vote by proxy. A Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on budget items to be implemented prior to the withdrawal or termination date.

i. Items Requiring a Supermajority Vote for Approval:

- i. Adoption or amendment of the Bylaws or amendment of the Articles of Incorporation.
- ii. Admission of a new Principal.
- iii. Creating a non-voting seat for a Subscriber or Subscribers on the Executive Board.
- iv. Adding new Programs and Services.
- v. Appointing or removing the Executive Director.
- vi. Approving changes in the cost allocation consistent with Section 12.g to consider factors other than Population.
- vii. Reinstatement of a Principal that had been converted to a Subscriber due to delinquency in making payments described in Section 12.i.
- viii. Merger, consolidation, sale of all or substantially all assets of the Alliance described in Section 15.
- ix. Amendment of this Agreement, except for those amendments requiring approval of all legislative bodies of the Principals per Section 17.
- x. Termination or dissolution of the Alliance described in Section 18.
- xi. Any other actions requiring a Supermajority Vote under chapter 24.06 RCW (including, but not limited to, amending the Articles of Incorporation, approval of a merger or consolidation, disposition of substantially all or all of the property and assets of the Alliance, dissolution of the Alliance, and revocation of a voluntary dissolution).

j. Officers. The Executive Board shall have four officers, a Chair, Vice-Chair, Secretary, and Treasurer. It will be the function of the Chair to preside at the meetings of the

Executive Board. New officers are elected biennially at the April mandatory meeting and shall commence two (2) year term on May 1. The Chair and Vice-Chair must be Board Members. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Executive Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Executive Board may be removed by vote of the Executive Board, with or without cause, in which event the Executive Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins. The Executive Board may appoint persons other than Board Members of the Executive Board to serve as Secretary and Treasurer of the Alliance. The duties of all officers shall be further described in the Bylaws.

k. Staffing. The Executive Director shall assign agency staff to support the Executive Board as he or she deems appropriate.

l. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once a year, at a time and place designated by the Chair of the Executive Board or by a majority of its Board Members. Regular meetings shall be held pursuant to a schedule adopted by the Executive Board. Special meetings may be called by the Chair or a majority of Executive Board Members upon giving all other Executive Board Members notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Board Member at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the Chair or Board Members calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members of the Executive Board may participate in a meeting through the use of any means of communication by which all Board Members and members of the public participating in such meeting can hear each other during the meeting. Any Executive Board Member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

m. Parliamentary Authority. Robert's Revised Rules of Order shall govern any proceeding of the Executive Board to the extent not inconsistent with this Agreement or the bylaws adopted by the Executive Board.

SECTION 9. CONVERSION OF STATUS OF PRINCIPALS; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS.

a. Loss of Principal Status. As described in Sections 12.d and 12.i hereof, a Principal shall be converted to Subscriber for failure to approve its share of the budget or for delinquency in payment of charges and fees. On the date of such conversion, said former Principal shall:

- i. lose its representation on the Executive Board;
- ii. lose its right to receive a share of the Alliance assets upon dissolution of the Alliance;
- iii. become subject to payment of charges and fees in accordance with the then applicable payment formula for Subscribers; and
- iv. be bound by the terms of the then current Subscriber service contract.

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its obligations to the Alliance or any other Participant.

b. Election to Convert to Subscriber: A Principal may elect to convert to Subscriber status effective the first day of the next budget period by giving notice of its intent to the Executive Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Executive Board, barring any basis for terminating the Principal and action thereon by the Executive Board.

c. New Principals: Subject to the terms of subsection (i) below, a municipal corporation otherwise meeting the qualifications of a Principal in Section 3.n hereof may be admitted to the Alliance upon Supermajority Vote of the Executive Board and its approval and execution of a document confirming the same. Similarly, a Subscriber may apply to the Executive Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention that the addition of new Principals shall not cause then-existing Principals or Subscribers to incur additional costs.

If accurate data on the Population of an agency otherwise qualified to be a Principal is not readily available to the satisfaction of the Board, then such agency may not be admitted as a Principal until and unless this Agreement is amended in order to provide a mechanism for the calculation of: (1) the Weighted Vote of such agency; and (2) the calculation of the cost allocation as between the agency and other Principals per Section 12.g.

d. New Subscribers. The determination of whether to accept Subscribers shall be made by the Executive Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause then-existing Principals or Subscribers to incur additional costs.

SECTION 10. STAFFING AND PROGRAM COMMITTEES.

- a. Generally. The Alliance shall be staffed in such manner as the Executive Board determines, including but not limited to the use of employees from Principals, consultants or other service providers, purchase of services from Principals or others, or hiring staff, or any combination of the foregoing.
- b. Program Committees. As may be directed by the Executive Board, Participants shall designate staff to participate in Program Committees tasked with assisting the Executive Director in the development and implementation of Program Work Plans. Program Work Plans shall be submitted for Executive Board consideration, and implemented consistent with the conditions of Executive Board action.
- c. Program Work Plan Implementation Disputes. Program Committees shall submit any unresolved Program Work Plan implementation disputes to the Executive Board for its decision.

SECTION 11. ALLIANCE EXECUTIVE DIRECTOR.

- a. Alliance Executive Director Appointment, Responsibilities and Authority. The Executive Board shall be responsible for the appointment and termination of an Executive Director of the Alliance. The Executive Director shall:
 - i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement;
 - ii. Develop and submit to the Executive Board a proposed budget;
 - iii. Administer the Alliance in its day-to-day operations consistent with the policies adopted by the Executive Board; and
 - iv. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.
- b. Qualifications, Retention, and Termination. The Executive Director shall have experience in technical, financial, and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" position and may be terminated from his or her position as Executive Director upon the Supermajority Vote of the Executive Board, without cause.
- c. Legal Counsel, Accountants and Auditors. Only the Executive Board shall be authorized to approve the hire or to retain legal counsel and independent accountants and auditors. Once approved by the Executive Board, the Chair, Executive Director, or other person designated by the Executive Board can sign contracts or service agreements on behalf of the

Alliance for purposes of this subsection. Other consultants may be designated in such manner as the Executive Board may determine subject to Sections 7 and 8.

d. Contracts and Support Services. Except as provided in 11.c and subject to such additional requirements as may be set forth in the Bylaws, the Executive Director shall as necessary contract with appropriate local governments or other third parties for staff, supplies, and services.

e. Fiscal Agent and Administrative Services. The Executive Board may contract with a Participant or Participants to provide Fiscal Agent and financial management services for the Alliance, including but not limited to records, payroll, accounting, purchasing, and data processing.

**SECTION 12. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES:
DELINQUENCIES; RESERVE FUNDS.**

a. Budget Fiscal Year. The budget fiscal year for the Alliance shall be either the calendar year, or two calendar years as the Executive Board may determine. The “budget period” corresponds to the fiscal year or years so determined by the Board.

b. Budget Approval. The Executive Director shall develop the proposed operating budget. The Executive Director and Executive Board shall use best efforts to meet the scheduled budget dates set forth in this Section but failure to meet such dates shall not constitute a breach of this Agreement.

- i. The Executive Director shall present a proposed budget to the Executive Board by no later than **June 30** prior to the commencement of the budget period, together with any Program Committee recommendations with respect to the proposed budget.
- ii. By no later than **August 31**, the Executive Board shall (1) review and revise the draft budget as it deems appropriate; (2) approve the draft budget (including proposed charges to Participants and any user fees); and (3) forward the same to Principals. The approved draft budget, and all proposed fees and charges shall be forwarded to Subscribers no later than **September 15**.
- iii. The final budget shall be adopted by vote of the Executive Board effective no later than **December 31** prior to commencement of the budget period, after receiving information as to:
 1. which Subscribers will be continuing to contract with the Alliance; and
 2. which Principals have or will approve their shares of the Alliance budget, based on action or information from such Principals received by the Alliance no later than **December 1**.

- iv. Vote Required to Approve Budget. A Simple Majority Vote of the Executive Board is required to approve the draft and final budget.
- c. Payment of Charges. The Executive Board shall determine the timing of payments by Participants.
- d. Failure of a Principal to Approve Budget Share. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Principal being converted to Subscriber status effective as of the first day of the budget period for which it did not approve its budget share.
- e. Notification of Final Adopted Budget. Promptly following final adoption of the budget by the Executive Board, the Executive Director shall provide notice to all Principals and Subscribers as to the terms of the final adopted budget, including their share of Alliance costs, charges and fees, and the payment schedule.
- f. Budget Modifications. Modifications to the budget shall be approved by a Simple Majority Vote of the Executive Board as necessary from time to time to account for changes in expenditures and revenues.
- g. Cost Allocation. The costs of funding the approved Alliance budget, net of all estimated revenue chargeable to Subscribers and all other revenues, shall be generally allocated between all Principals based on their relative Population. The Board can establish other cost allocation methods by Supermajority Vote that are considered equitable to all other Principals and appropriate for the applicable Programs and Services. Nothing in this Agreement shall be construed to prohibit the Executive Board from including factors in addition to Principal Population or making other equitable adjustments in the cost allocation formulas, including but not limited to adjustments for Principals who do not use or deploy certain Programs and Services offered by the Alliance pursuant to Section 6.g.
- h. Subscriber Charges and User Fees. The Alliance shall impose such reasonable Subscriber charges as the Executive Board may determine, and may also impose user fees on others for use of Alliance Programs and Services, in order to recoup costs of Alliance operations, reserves and any other Alliance costs.
- i. Delinquencies. Alliance policies and practices with respect to providing notice of, and charging interest on, late payments owing to the Alliance from Principals and Subscribers shall be established by action of the Executive Board, subject to Section 9. If such fees and interest penalties (if any), are not paid in full within 60 days of the original due date, then the Principal delinquent in payment of fees shall upon such 60th day be deemed immediately converted to the status of a Subscriber and subject to penalty as described in Section 9. A Principal that has been converted to Subscriber status per the preceding sentence may appeal to the Executive Board to be reinstated as a Principal, and approval of any such appeal shall require

Supermajority Vote of the Executive Board. In the event a Principal converted to Subscriber status by non-payment of fees shall not have paid in full all fees and interest owing by six (6) months after the original due date, then the Executive Board may terminate provision of the Alliance's services to that former Principal. After one (1) year, the nonpaying former Principal shall be deemed to have withdrawn from this Agreement, but the termination of services shall not absolve the former Principal of its obligation to pay all fees and charges past due, together with any interest charges owing per Board policy.

j. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations or capital investments for the Alliance, at levels the Executive Board determines to be appropriate.

k. Use of Funds. Consistent with any use imposed on particular funds by statute, ordinance, Executive Board resolution, contract, this Agreement and the Bylaws, the Alliance may use any available funds for any purpose authorized by this Agreement in connection with an authorized project.

SECTION 13. FISCAL AGENT; RETAINED AUTHORITY AND RESPONSIBILITY OF PARTICIPANTS.

a. Fiscal Agent. The Alliance may have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Alliance. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to: (i) deposit, manage and expend monies from Alliance funds in furtherance of the purposes of this Agreement; and (ii) carry out the provisions of any applicable service level agreement ("SLA") between the Fiscal Agent and the Alliance. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board or as otherwise provided in the SLA.

b. Retained Authority and Responsibilities. Notwithstanding subsection 13.a above, each Participant shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to connect to Alliance online Programs and Services, including but not limited to each Participant's computer and data systems managing processes. Each Participant shall also retain the responsibility and authority for managing and maintaining the security and privacy of all data that the Participant links to Alliance online Programs and Services. Inter-connecting equipment and services will not be included in Alliance budget and operational program, except as the Executive Board may determine.

SECTION 14. OWNERSHIP OF PROPERTY.

- a. Ownership of Property. The Alliance shall own its real, personal, and intellectual properties (collectively, "Alliance properties") and shall manage such Alliance properties pursuant to this Agreement.
- b. Loaned Property. If any Participant provides equipment or furnishings for Alliance use, the title to the same shall rest with the respective Participant unless that equipment or furnishing is acquired by the Alliance.
- c. Data. Each Participant shall retain ownership of its own data and property that may be used in connection with Alliance Programs and Services or other Alliance operations.
- d. License Rights to Alliance Intellectual Property. Each Principal has a license to use the Alliance intellectual property, for so long as such Principal remains a Principal of the Alliance in good standing. This license right shall survive termination of this Agreement, for any Principal that is a party in good standing to this Agreement as of the date of termination of the Alliance. No Principal may use licensed Alliance intellectual properties in a manner that competes with the Alliance. Subscribers shall have such license rights to use Alliance intellectual property as may be prescribed by separate agreement between the Alliance and a Subscriber.
- e. Intellectual Property Developed at Request and Expense of Alliance. Any software code or other intellectual property developed, created, or improved at the request and expense of the Alliance, including without limitation work undertaken by city or other Principal or Subscriber agency staff pursuant to a contract with the Alliance, is the property of the Alliance.
- f. Work Product/Confidentiality. All work product including records, data, information, development notes, discs, magnetic media, files, designs, sketches, finished or unfinished documents or other documents, material or data created in performance of this Agreement is the property of the Alliance. All such work product shall be kept confidential by all the Principals and Subscribers and the Principal's and Subscriber's employees and agents and shall not be made available to any individual or organization by any Principal or Subscriber without the prior written consent of the Executive Board or unless required pursuant to court order, the Public Records Act or other applicable law.

SECTION 15. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of the Alliance with another entity per chapter 24.06 RCW, or the sale of all or substantially all assets of the Alliance, shall require a Supermajority Vote.

SECTION 16. WITHDRAWAL BY, OR TERMINATION OF, A PRINCIPAL.

- a. Notice and Timing. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice to the Executive Board on or before December 31 in any year, and the Executive Board shall promptly inform all other Principals of such notice. That withdrawal shall become effective on the last day of the next calendar year.
- b. Rights of Departing Principal. Departing Principals shall have rights to copies of all data held by the Alliance relating specifically to the Principal. Any Principal withdrawing from the Alliance forfeits its interests in any of the property or intellectual property owned by the Alliance and any future revenues associated with Alliance products and/or services.
- c. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to the Alliance or other Participants incurred prior to the effective date of the Principal's withdrawal. In particular but without limitation, a Principal converted to Subscriber status due to delinquency per Section 12.i. shall be obligated to pay its full allocation of the approved Alliance budget for the budget year in which the Principal was delinquent.

SECTION 17. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Alliance beyond the scope of expansion authorized in Section 6.d;
- b. The terms and conditions of membership on the Executive Board;
- c. Voting rights of Executive Board Members;
- d. Powers of the Executive Board;
- e. Principal contribution responsibilities inconsistent with Section 12.g;
- f. Hold harmless and indemnification requirements;
- g. Provisions regarding duration, termination or withdrawal; and
- h. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal or agreement to serve an additional Subscriber, or to expand or contract the services purchased by any Principal or Subscriber or offered by the Alliance as authorized in Section 6.d.

SECTION 18. TERMINATION OF AGREEMENT; DISSOLUTION OF ALLIANCE.

- a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.
- b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of this Agreement remaining in ownership of the Alliance shall be disposed of in the following manner:
 - i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Alliance liabilities, shall be distributed to those Principals still participating in the Alliance on the day prior to the termination date. Said property shall be apportioned between Principals based on the ratio that the average of each Principal's contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' operating budget contributions paid during such five-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.
 - ii. Intellectual Property Rights. Principals and Subscribers shall retain the right after termination of the Alliance to their respective specific data then held by the Alliance or its vendors. Upon termination of the Alliance, each Principal will be provided a then-current version of software and data templates (absent any confidential data) for any and all Alliance Programs or Services so that each Principal may continue its non-exclusive use of such Program or Service. Any use or sale of such software or data templates by any Principal after termination of the Alliance shall not limit or otherwise impact the rights of other Principals without their express consent. Notwithstanding the foregoing, the Executive Board may determine to sell intellectual property owned by the Alliance upon termination, in which case each Principal shall receive a share of the proceeds of sale consistent with the allocation described in subsection "i" above. Any such sale will not limit or otherwise impact the Principals' rights to use the software and data

- templates provided after termination of the Alliance. The terms of this subsection shall survive expiration or termination of this Agreement.
- iii. Loaned Property. In the event of dissolution or termination of the Alliance, assigned or loaned assets shall be returned to the lending entity.
- iv. Allocation of Liabilities. In the event outstanding liabilities of the Alliance exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection “i” above.

c. Notwithstanding the foregoing, this Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Alliance, unless provision is made for those obligations.

SECTION 19. DISPUTE RESOLUTION.

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Alliance (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers entering into new or amended contracts for service with the Alliance after the effective date of this Agreement. The terms of this provision shall not apply to disputes arising in connection with the implementation of Program Work Plans.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations (whichever is mutually agreed to). The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 20. INSURANCE.

The Executive Board and Executive Director shall take such steps as are reasonably practicable to minimize the liability of the Participants, including but not limited to the utilization of sound business practice. The Executive Board shall determine which, if any, insurance policies may be

reasonably practicably acquired to cover the operations of the Alliance and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/ Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

SECTION 21. INDEMNIFICATION AND HOLD HARMLESS.

a. Provisions regarding the "Fiscal Agent" in this Section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the Executive Board is not a Principal or government agency, the agreement between the Alliance and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs ("Damages"), arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

c. Each Principal shall indemnify and hold the Alliance and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Alliance.

d. As provided in its Articles of Incorporation, the Alliance shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Alliance's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. Subscribers entering into new or amended service contracts with the Alliance after the effective date of this Agreement shall be required to agree to indemnify and hold each Principal and the Alliance and the Fiscal Agent, their officers, officials, employees and volunteers harmless from any and all Damages arising out of the Subscriber's acts or omissions in connection with its use of the Alliance Programs and Services.

f. Further, the Alliance and each Principal shall indemnify, and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's or the Alliance's acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. 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 a party

hereto and the Alliance, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section 21 constitutes each party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

h. Each party shall give the other parties proper notice as provided in Section 23, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Alliance, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 22. INTERGOVERNMENTAL COOPERATION.

The Alliance shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Alliance's operations and minimize costs of service delivery.

SECTION 23. NOTICE.

Notices required to be given to the Alliance under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

Chair, Alliance Executive Board
c/o his/her Principal agency's address

Notices to Principals or Subscribers, Board Members or Alternates required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), telegram, or personal delivery. Each Principal shall provide the Chair of the Alliance Executive Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

SECTION 24. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle, or if applicable, in Federal District Court, Western District of Washington.

SECTION 25. FILING.

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the county auditor or, alternatively, listed by subject on a public agency's website (including the Alliance) or other electronically retrievable public source.

SECTION 26. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder 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.

SECTION 27. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section, or portion of this agreement shall not affect the validity of the remainder of this Agreement.

SECTION 28. RATIFICATION.

All prior acts taken by the Principals and the Alliance consistent with this Agreement are hereby ratified and confirmed.

SECTION 29. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be executed on behalf of each Principal by its duly authorized representative following approval of this Agreement by motion, resolution or ordinance. This Agreement may be amended as provided in Section 17 hereof.

This Agreement shall be deemed adopted and effective as of _____, 2017, subject to: execution of the authorized representative of each Principal and filing and/or posting of this

Agreement as required by chapter 39.34 RCW. Upon the effective date of this Agreement the Original Agreement shall be amended and restated as provided herein.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

CITY OF BELLEVUE

City Manager
Date: _____

Approved as to form
City Attorney

CITY OF KENMORE

City Manager
Date: _____

Approved as to form
City Attorney

CITY OF ISSAQUAH

Mayor
Date: _____

Approved as to form
City Attorney

CITY OF SAMMAMISH

City Manager
Date: _____

Approved as to form
City Attorney

CITY OF KIRKLAND

City Manager
Date: _____

Approved as to form
City Attorney

CITY OF SNOQUALMIE

Mayor
Date: _____

Approved as to form
City Attorney

EXHIBIT A: CURRENT SCOPE OF ALLIANCE PROGRAMS AND SERVICES.

As of the date of this Agreement, the Alliance offers the following Programs and Services for subscription by Principals and Subscribers:

MyBuildingPermit.com: Provides one-stop online development service applications, inspection scheduling, permit status information, and tip sheets for government agencies in the Puget Sound region. Services include online over-the-counter and plan review applications including building, clearing & grading, electrical, fire, land use, mechanical, plumbing, right-of-way, sign, utilities; construction tip sheets & checklists; online permit status & history; and online inspection scheduling.

NWProperty.net: Provides a comprehensive listing of commercial property for sale and lease, demographic reports, and public data. Includes the ability to find available commercial property; interactive mapping tool; business demographics; city-wide demographics; and property data and more.

GovJobsToday.com: Allows job-seekers to view and apply for public sector jobs, in the Puget Sound region, at one convenient location. Includes online job applications; regional government job listings; online review and screening; secure, on-line application status, and compensation and classification data.



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

Subject/Topic: Adopt Amendment to 2018 Fee Schedule; Resolution No. 18-306 Proposed Council Action/Motion: Approve Resolution No. 18-306 the City of Kenmore, Washington, Adopting the Amendment to the City of Kenmore's 2018 Fee Schedule	For Council Meeting Agenda of: <u>January 16, 2018</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> Initial & Date Approved by Department Head: <u>BA 1/16/18</u> Approved by City Attorney: <u>✓ RK</u> Approved by Finance Director: <u>✓ Jmg 1/16/18</u> Approved by City Manager: <u>PAK</u> Exhibits/Attachments: - Resolution No. 17-301 with the Amendment to the 2018 Fee Schedule 2018 Fee Schedule, Amended	
Expenditure Required \$ NA	Amount Budgeted \$ NA	Appropriation Required \$ NA
<u>INFORMATION/BACKGROUND:</u> On October 23, 2017 City Council approved Resolution No. 17-301, 2018 Fee Schedule. The 2018 fees were based on a fee study conducted in 2016 and 2017 Development Services. The study evaluated the cost of appeals to the hearing examiner from decisions from the City based on actual costs. The 2018 Fee Schedule set the cost of recovery to 80% and increased the fees by the Consumer Price Index (CPI), 3%. City Council desires to return the appeal fee to the 2017 fee of \$126.		
<u>FISCAL CONSIDERATION:</u> Could result in a higher cost to the City.		
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Goal #5 Economic development and to continue to improve City services and processes.		

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-306**

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, AMENDING THE 2018 FEE
SCHEDULE.**

WHEREAS, for the convenience of Kenmore residents and other city customers, the City Council has adopted all City fees by resolution; and

WHEREAS, the City reviews all fees annually and makes adjustments to them as necessary and appropriate; and

WHEREAS, the City Council desires to amend the 2018 fee schedule as set forth in this resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE to amend the "City of Kenmore, Washington 2018 Fee Schedule", as follows, which shall be effective on January 22, 2018:

Section 1. Amendment. Section 4, Development Services, Special Reviews, Appeals, Appeals to the hearing examiner from decision of the City ~~\$2,951~~\$126*.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 16th DAY OF JANUARY, 2018.

CITY OF KENMORE

Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

EXHIBIT B

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1. BUSINESS REGISTRATION AND LICENCES

Business Registration	2018 Fee
General Business - New Application for a new business	\$10
General Business Renewal	\$10
Home Occupation - New Application for a new business	\$10
Home Occupation Renewal	\$10
The business registration program is managed through Washington State Department of Revenue (DOR). The City registration fee is in addition to the DOR administration fee, which is currently \$19 for new applications and \$11 for renewals.	

Regulatory Business Licenses	2018 Fee
Adult Entertainment	
Device	\$50 each
Operator	\$500/year
Premises	\$200/year
Panoram Manager License	\$50/year
Adult Cabaret	
Operator	\$500/year
Cabaret Manager License	\$50/year
Cabaret Entertainer License	\$50/year
Adult Retail Business License	\$500/year
Heavy Manufacturing Business	\$200/year
Live Entertainment: music (other than mechanical); boxing or wrestling; pool halls; and bowling alleys.	\$200/year \$100/six months \$50/day
Junk Shop License	\$300/year
Junk Wagon License	\$40/year
Marijuana Business License	\$500/year
Massage Business and Public Bathhouse	\$150/year
Massage Practitioner	\$50/year
Theaters	\$100/each screen
Pawnbroker	\$500/year
Peddler/Solicitor	No fee
Secondhand dealer	\$40/year
Renewal of License, registration or permit late penalty	10% of required fee
Transferability of license of permit	\$25

2. CODE ENFORCEMENT

Code Enforcement	2018 Fee
Inspection/Posting	\$50
Re-inspection	\$50
Abatement	Actual City costs
Abatement Hearing	\$360
Hearing Officer	\$215/hour
Notice of Violation Appeal Hearing	\$125
Removal of Declaration	\$20
Violation of a stop work order	\$500

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

EXHIBIT B

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Housing Code Enforcement		2018 Fee
	Inspection/Posting	\$255/hour
	Re-Inspection plus Notice and Order	\$510
	Hourly Rate	\$255
	Appeal Fee	\$125 each
	Closing Fee	\$255
	Contract Abatement Fee	15% of the contract
	Late Fee	25% of amount due
	Hearing Officer	\$215/hour

The following fees apply to all enforcement actions:		2018 Fee
	Inspection Warrant	\$350/each
Attorney Fees	Rate per hour to be determined as established by the City Attorney contract for legal services	
	Paralegal Services	\$60/hour
	Notary Services	\$10
	Abatement	Actual cost of labor

3. COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS

Type	2018 Fee
Prescreening/threshold review fee	\$200
Annual amendment cycle fee (applicants whose amendment proposals are approved for consideration by the City Council)	\$400

4. DEVELOPMENT SERVICES

General Fees	2018 Fee
Development Review Technology Fee Applies to all fees listed in Section 4. Exception: Items marked with an asterisk "*" are exempt from the technology fee	5%
Hourly Rate	\$106
Additional excessive reviews and inspection fees Applies to all development permits; additional plan review or inspections required by changes, additions or revisions to the plans or excess reviews of re-submittals will be billed at an hourly rate.	Hourly
Hourly fees throughout this section may be billed in ½ hour intervals	

Development Agreement	2018 Fee
Threshold review with City Council	\$200*
Development Agreement requested by the applicant (proposal is approved for consideration by the City Council)	\$5,000 + City Attorney fees
Development Agreement requested by the City	No Fee

Pre-Application	2018 Fee
Pre-application review fee	No Fee

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

EXHIBIT B

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Zoning and Land Use	2018 Fee
Site plan application fee (Land-use permit associated to KMC 18.105)	
Up to \$100,000 project value	\$824
\$100,001 - \$1,000,000 project value	\$2,629
> \$1,000,000 project value	\$2,629 plus \$902 for each \$1M or portion thereof
Construction permit site plan review	\$102
Landscape and tree management plan review	
Initial plan review based on site area	
0 – 1 site acre	\$459
> 1 – 2 site acres	\$832
> 2 site acres	\$832 plus \$161 for each acre or portion thereof
Each plan revision review	\$321
Request for modification requiring public notice	\$120
Landscape and tree management inspections	
Landscape installation inspection	\$235
Landscape maintenance bond release inspection	\$186
Request for site specific rezone	\$2,436
Conditional use permits (CUP) and special use permits (SUP)	
Administrative CUP	\$1,788
SUP with public hearing	\$2,298
Daycare with 24 children or less	\$1,318
Request for time extension	\$83
Variances (including variances from KMC 18.55)	
Application review	\$1,307
Request for time extension	\$83
Boundary line adjustment	\$588
Communications facility application fee	\$1,401
Conditional Use permit (CUP)	\$3,873
Minor Adjustment	\$2,527
Major Adjustment	\$8,795
Accessory dwelling unit	\$411
Change of use (zoning only)	\$986
Land use inspections	\$Hourly
Reasonable use exception	\$1,275
Public agency and utility exception	\$1,275
Zoning letter inquiry/request	\$171
Legal lot status request	\$385
Design review	Hourly
Temporary Use Permit	\$684
Public notice mailing fee	Actual cost of supplies and postage

Subdivision – Preliminary Application Review	2018 Fee
Preliminary short subdivisions (9 lots or less)	
Base fee	\$436
Plus per lot	\$885

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

EXHIBIT B

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Revision to approved preliminary	Hourly
Short subdivision alteration	Hourly
Request for time extension	\$83
Preliminary subdivisions (10 lots or more)	
Base fee	1,311
Plus per lot	1,072
Major revision requiring new public hearing	\$2,428
Minor revisions submitted after preliminary approval (not necessitating additional hearings)	\$726
Request for time extension	\$83
Subdivision alterations or subdivision vacations	
With public hearing	\$3,054
Without public hearing	\$1,483
Binding site plan	
Building permit, as-built or site plan review based plan	\$2,338
Conceptual plan	\$2,256
Revision to a preliminary approved plan	\$1,051
Revision to a final binding site plan	\$1,168

Shoreline Management Permit	2018 Fee
Substantial development permit	
Total cost of proposed development:	
Up to \$100,000	\$1,692
Over \$100,000	Hourly
Single family joint-use dock	\$1,688
Shoreline conditional use permit	\$2,153
Shoreline variance	
Up to \$100,000 project value	2,153
>\$100,000 project value	Hourly
Shoreline re-designation	\$14,597
Shoreline review of other permits or approvals for conditions	\$321
Shoreline exemption	\$817
Supplemental fees	
Request for a time extension	\$83
Shoreline permit revision	Hourly
Surcharge when public hearing required	\$674
Permit compliance inspections	Hourly

Special Reviews	2018 Fee
State Environmental Policy Act (SEPA) review	
Environmental checklist (Projects)	
Base fee	\$1,492
After six hours	Hourly
All fixed and contract costs	Actual Cost
Environmental checklist (Non-Projects)	Hourly
Draft Environmental Impact Statement (DEIS), Final Environmental Impact Statement (FEIS), Supplemental Environmental Impact Statement (SEIS) or addenda preparation and review costs – including scoping, writing,	

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

EXHIBIT B

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editing, publishing, mailing, distributing and contract administration:	
Deposit – a percentage of total estimated cost	33%
All fixed and contract costs	Actual cost
Staff preparation and review cost	Hourly
Critical areas review	
Applicants will be eligible for a refund of the portion of the base fee that is less than the city's costs (including consultants, public notice (as necessary) and other associated expenses).	
Review of residential building permits, shoreline permits, individual short subdivision, boundary line adjustments and right-of-way use permits:	
Site review base fee	\$1,291
Plus, per hour	Hourly
Review of commercial building permits, grading permits, engineering permits, subdivisions, PUDs, declassifications, variances, conditional use permits and unclassified use permits:	
Site review base fee	\$1,291
Plus, per hour	Hourly
Flood plain determination – certificate of elevation	\$383
Plus, per hour	Hourly
Review of mitigation plan compliance, per hour	Hourly
Critical areas inspection	Hourly
Inspection and monitoring, per hour	Hourly
Appeals	
Appeals to the hearing examiner from decisions of the City	\$126*
Departmental review of non-departmental permits	\$Hourly
Review and monitoring of master drainage plans, per hour	\$Hourly

Engineering: General Permitting & Inspections	2018 Fee
Parking review	
New or additional spaces	
First 0-25 spaces	\$24/each space
Next 26-50	\$22/each space
Next 51-75	\$18/each space
Next 76-150	\$18/each space
Anything above 150	\$12/each space
Minimum fee	\$308
Tree removal	\$76
Single-family drainage review	
Base fee	\$248
Addition/rebuild drainage	\$305
New non-plat SFR drainage	\$703
Commercial/Multi-family drainage plan review	
Base fee	\$593
Total distributed area	
0 – .50 site acre	\$1,165
.51 – 1 site acre	\$1,607

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

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1.1 – 2 site acres	\$2,936
2.1 – 5 site acres	\$6,445
5.1 – 10 site acres	\$7,764
More than 10 acres	\$8,643
Traffic impact analysis review	
Level 1 (10 P.M. peak hour trips or less)	\$351
Level 2 (11-75 P.M. peak hour trips)	\$833
Level 3 (Over 75 P.M. peak hour trips)	\$1,667
Road standards/drainage standards variance	\$208
Wet season grading variance	Hourly
Grading permits for small projects that do not exceed 500 cubic yards (volume and disturbed area) and that do not require engineered drawings as determined by the director.	\$312
Large Project Grading permits	
Disturbed Area	Base fee + Per acre
Up to 1 acre	\$183 + \$819.40
> 1 acre	\$397 + \$614.30
Grading plan revision	
Grading plan revision	Hourly
Grading permit operation monitoring (inspection fee when not associated to a Bond Quantity Worksheet) The operation monitoring fee shall be calculated by adding the applicable amount from the Annual Volume Table (below) to an amount equal to \$215 per acre disturbed and not rehabilitated during the monitoring period, to a maximum of \$10,000.	
Annual Volume Table	
Volume deposited or removed	Base fee + Per 100 cubic yards
0 to 3,000 cubic yards	\$0 + \$102.20
>3,000 to 10,000 cubic yards	\$2,655 + \$17.20
>10,000 to 20,000 cubic yards	\$3,915 + \$5.10
>20,000 to 40,000 cubic yards	\$4,457 + \$2.50
>40,001 cubic yards	\$4,873 + \$1.50
Reclamation bond release inspection	\$266
Re-inspection of non-bonded actions	\$234
Construction inspections (when associated to a Bond Quantity Worksheet)	
Bond quantities worksheet amount (line T)	Initial fee + additional fee based on bond
\$0 – \$30,000	\$221 + \$119 / \$1,000 bond
>\$30,000 – 120,000	\$2,346 + \$51 / \$1,000 bond
>\$120,000	\$6,970 + \$14 / \$1,000 bond
Addition inspection after 1 year	Hourly
Maintenance bond inspections	
Bond quantities worksheet amount (line T)	Initial fee + additional fee based on bond
\$0 – \$30,000	\$480 + \$15.30 / \$1,000 bond
>\$30,000 – 120,000	\$801 + \$5 / \$1,000 bond
>\$120,000	\$1,214 + \$1.70 / \$1,000 bond

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

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Engineering: Subdivision Plan Review and Inspections		2018 Fee
Short subdivision engineering plan review		
Short subdivision 4 lots or less		
Base fee		\$2,173
Plus per lot		\$217
Short subdivision 5 to 9 lots		
Base fee		\$4,320
Plus per lot		\$217
Additional review in excess of initial fees		Hourly
Subdivision engineering plan review		
Subdivision 30 lots or less		
Base fee		\$6,465
Plus per lot		\$35
Subdivision 31 lots or more		
Base fee		\$6,988
Plus per lot		\$18
Revisions and re-submittals		
Each occurrence		\$124
Additional review in excess of initial fees		Hourly
Planned unit development engineering plan review		
30 units or less		
Base fee		\$6,465
Plus per unit		\$47
31 units or more		
Base fee		\$7,197
Plus per unit		\$24
Revisions and re-submittals		
Each occurrence		\$124
Additional review in excess of initial fees		Hourly
Conceptual binding site plan (including conceptual commercial binding site plan)		
Plan and profile base fee		\$4,302
Revisions and re-submittals		
Each occurrence		\$124
Additional review in excess of initial fees		Hourly
Construction inspections (when associated to a Bond Quantity Worksheet)		
Bond quantities worksheet amount (line T)		Initial fee + additional fee based on bond
\$0 – \$30,000		\$221 + \$119 / \$1,000 bond
\$30,001 – 120,000		\$2,346 + \$51 / \$1,000 bond
\$120,001 or more		\$6,970 + \$14 / \$1,000 bond
Addition inspection after 1 year		Hourly
Subdivision final approval		
Final short subdivision 4 lots or less		\$2,001
Final short subdivision 5 to 9 lots		\$4,033
Final short subdivision alteration		\$744
Final subdivision 30 lots or less		

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

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	Base fee	\$6,066
	Plus per lot	\$72
Final subdivision 31 lots or more		
	Base fee	\$6,737
	Plus per lot	\$49
Subdivision alteration		\$1,122
Modification of a recorded building envelope		\$563
Request for name change		\$200
Final planned unit development		\$4,717
	Request for time extension	\$151
	Request for name change	\$200
Final building site plan		\$3,208
Subdivision – post final fees		
Maintenance bond inspection		
	Bond amount	Initial fee + additional fee based on bond
	\$0 – \$30,000	\$480 + \$15.30 / \$1,000 bond
	>\$30,000 – 120,000	\$801 + \$5 / \$1,000 bond
	>\$120,000	\$1,214 + \$1.70 / \$1,000 bond

Building Permits		2018 Fee
Building permit fees are based on valuation. The table below establishes the permit fee from the valuation. Valuation is determined by type of construction and square footage or from a contractor's bid. The most recent edition of the Building Safety Journal determines the type of construction and square footage factor.		
Total valuation	fee	
\$1 – \$500	\$25	
>\$500 – \$2,000	\$25 for the first \$500 plus \$3.10 for each additional \$100 or fraction thereof, to and including \$2,000.	
>\$2,000 – \$25,000	\$72 for the first \$2,000 plus \$14 for each additional \$1,000 or fraction thereof, to and including \$25,000.	
>\$25,000 – \$50,000	\$408 for the first \$25,000 plus \$10.20 for each additional \$1,000 or fraction thereof, to and including \$50,000.	
>\$50,000 – \$100,000	\$671 for the first \$50,000 plus \$7.10 for each additional \$1,000 or fraction thereof, to and including \$100,000.	
>\$100,000 – \$500,000	\$1,035 for the first \$100,000 plus \$6 for each additional \$1,000 or fraction thereof, to and including \$500,000.	
>\$500,000 – \$1,000,000	\$3,357 for the first \$500,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.	
>\$1,000,000	\$5,840 for the first \$1,000,000 plus \$4 for each additional \$1,000 or fraction thereof.	
Building plan review		
Plan review fees shall be 65% of the building permit fee (this does not include other review type costs). If the plan is a "basic", as determined by the Building Official, the plan check fee shall be 25% of the permit fee.		
Additional plan review required for changes, additions or revisions to plans (minimum charge ½ hour)		Hourly
For use of outside consultants for plan review and inspections		Actual costs
Mobile homes		

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

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Mobile home permit	\$862
Temporary mobile home permit	\$802
Temporary mobile home for hardship	\$862
Non-insignia mobile home inspection	\$688
Re-Roof permits	
Single family residential	\$192
Commercial and multi-family	Based on permit per fee valuation table
Condominium conversion review	
Project fee	
1 to 30 units	\$1,697
31 to 99 units	\$1,918
100 or more units	\$2,601
Plus per unit	\$289
Special plan review	Hourly
Pre-inspections	
Fire or flood damage	\$378
Minimum housing or other code compliance	\$378
Relocation of structures	\$311
Demolition inspection	\$311
Re-inspection	Hourly
Inspections outside of normal hours	Overtime Hourly
Inspections for which no fee is specifically indicated	Hourly
Extension and renewal	
Extensions for final inspection only	
Single family residential	\$110
All other permits	\$110
State Building Code Council surcharge	\$4.50/ building permit \$2.00 dwelling unit after first

Plumbing Permits		2018 Fee
Commercial and Multi-family (Non one- and two-family dwellings and townhouses)		Based on actual valuation of all fixtures materials and installation as submitted and determined by the Building Official. When plan review is required, as determined by the Building Official, the plan review fee for all permits will be 65% of the permit fee.
New one- and two-family dwellings and townhouses		\$736/dwelling
Alterations or additions to one- and two-family dwellings and townhouses		Based on the table below
Base fee		\$108
Plus:		
For each plumbing fixture on one trap or set of fixtures on one trap		\$11/each
Roof drain		\$11/each
Electric water heater		\$33/each
Alteration or repair of water piping or water treating equipment		\$68/each
Back flow devices (other than atmospheric vacuum breakers)		\$68/each

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

EXHIBIT B

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Other	\$11/each
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Mechanical Permits		2018 Fee
Commercial and Multi-family (Non one- and two-family dwellings and townhouses)		Based on actual valuation of all fixtures materials and installation as submitted and determined by the Building Official. When plan review is required, as determined by the Building Official, the plan review fee for all permits will be 65% of the permit fee.
New one- and two-family dwellings and townhouses		\$344/dwelling
Alterations or additions to one- and two-family dwellings and townhouses		Based on the table below
Base fee		\$108
Plus:		
Furnaces		
	For the installation or relocation of each floor furnace, including vent	\$135
	For the installation or relocation of each suspended heating, recessed wall heater or floor-mounted unit heater	\$68
Appliance vent		
	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$21
Repairs, alterations and additions		
	For the repair or alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$202
Ventilation and exhaust		
	For each ventilation fan connected to a single duct	\$11
	For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$11
	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$11
Gas piping	Gas pipe (1-5 outlets)	\$68
	Gas pipe (outlets over 5)	\$11/outlet
Miscellaneous		
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$135
	Gas water heater	\$135

Transportation Impact Fees*		2018 Fee
ITE Land-Use Category	Net New Person Trips	Impact Fee
Single Mobility Unit Cost	NA	\$5,898.00
Single-Family	1.45 per dwelling unit	\$9,600.04 per dwelling unit
Apartment	1.02 per dwelling unit	\$7,113.70 per dwelling unit

City of Kenmore, Washington - 2018 Fee Schedule (Amended)

EXHIBIT B

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Condominium	0.85 per dwelling unit	\$5,966.33 per dwelling unit
Mobile Home	0.97 per dwelling unit	\$6,416.29 per dwelling unit
Hotel	0.87 per room	\$6,605.53 per room
Motel	0.68 per room	\$5,174.34 per room
Light Industrial	1.06 per 1,000 sq ft	\$10.20 per sq ft
Manufacturing	0.79 per 1,000 sq ft	\$7.67 per sq ft
Mini-Warehouse	0.28 per 1,000 sq ft	\$2.73 per sq ft
Marina	0.23 per boat berth	\$1363.14 per boat berth
Golf Course	0.37 per acre	\$2,218.91 per acre
Movie Theater	0.09 per seat	\$382.78 per seat
Health/Fitness Club	4.30 per 1,000 sq ft	\$25.33 per sq ft
High School	1.18 per 1,000 sq ft	\$4.45 per sq ft
Church	0.67 per 1,000 sq ft	\$4.68 per sq ft
Hospital	1.13 per 1,000 sq ft	\$10.73 per sq ft
Nursing Home	0.27 per bed	\$1,416.25 per bed
General Office	1.75 per 1,000 sq ft	\$16.94 per sq ft
Medical Office	4.20 per 1,000 sq ft	\$38.29 per sq ft
Shopping Center	2.98 per 1,000 sq ft	\$7.24 per sq ft
Supermarket	7.39 per 1,000 sq ft	\$29.17 per sq ft
Convenience Market 24-hr	31.27 per 1,000 sq ft	\$75.99 per sq ft
Drive-in Bank	19.23 per 1,000 sq ft	\$54.92 per sq ft
Restaurant, Sit-down	4.80 per 1,000 sq ft	\$23.32 per sq ft
Fast Food, No Drive-up	15.92 per 1,000 sq ft	\$63.27 per sq ft
Fast Food, w/Drive-up	19.88 per 1,000 sq ft	\$82.20 per sq ft
Gas Station	9.80 per pump	\$33,080.30 per pump
Gas Station w/Convenience	7.24 per pump	\$25,015.49 per pump

Park Impact Fees*	2018 Fee
Single family residence	\$2,642/unit
Multi-family	\$1,727/unit
Mobile home	\$821/unit

Fire Department Review*	2018 Fee
The fire review fee will be assessed per the approved contract with the Northshore Fire District #16 for all single family, multi-family and commercial projects.	

Limited Right-of-Way Permits	2018 Fee
Type A permit may be issued for activities within the right-of-way which will alter the surface or subsurface of the right-of-way. Examples include: - Open cut trenching - Culvert installation - Driveways - Shoulder improvements - Sidewalks - Above ground pedestals or utility boxes - Paving operations in right-of-way - Landscaping - Beautification (no fee)	
Application fee (includes review and 1 hour inspection)	\$208
Inspections in excess of 1 hour	Hourly
Type B permit may be issued for temporary use of the right-of-way (24 hours or less) for activities that will not alter the right-of-way surface or subsurface. Examples include:	

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- Parade - Block party	- Temporary parking - Temporary storage of dumpster/storage container
Application fee (includes review and inspection)	\$78*
Type C permit may be issued for temporary use of the right-of-way (more than 24 hours) for activities that will not alter the right-of-way surface or subsurface. Also includes activities that require traffic plan and traffic plan review. Examples include: - Street closures - Extended storage in the right-of-way - Commercial activities in the right-of-way - Right-of-way used as construction site for private development	
Application fee (includes 1 hour inspection)	\$157*
Inspection in excess of 1 hour	Hourly*
Use fee	Fee = (use area) x \$20 per sq. ft. x days of usage/365 or a minimum of \$100, whichever is greater*

Access Right-of-Way Permits*	2018 Fee
Application fee (includes 1 hour review and 1 hour inspection)	\$208*
Review fee in excess of 1 hour	Hourly*
Inspection fee in excess of 1 hour	Hourly*
Use fee	
Open to the public	No fee
Limited (not open to the public)	Fee = (use area) x value ¹ x 25% or a minimum of \$100 whichever is greater*
¹ value of adjacent land (in area, sq ft) according to the County Assessor records	

Encroachment Right-of-Way Permits	2018 Fee
Application fee (includes 1 hour review and 1 hour inspection)	\$208
Review fee in excess of 1 hour	Hourly
Inspection fee in excess of 1 hour	Hourly
Use fee	Fee = (use area) x value ¹ x No. of Years x 12% or a minimum of \$100 whichever is greater
¹ value of adjacent land (in area, sq ft) according to the County Assessor records	

Utility franchise Right-of-Way Permits*	2018 Fee
Application fee	\$208
Review fee	Hourly
Inspection fee	Hourly
Use fee	No fee
Violation of Work Hours	\$500

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Annual Use Payment for Use of Right-of-Way*	2018 Fee
Type of Equipment/Facility within the right-of-way	
Separate support structure (such as a monopole or lattice) used solely for wireless antenna, with antenna/receiver transmitter and/or equipment cabinet	\$5,000/year
Antenna/receiver transmitter (on an existing or replacement pole) and equipment cabinet	\$3,000/year
Antenna/receiver transmitter (on an existing or replacement pole) or equipment cabinet, but not both	\$2,000/year

State Route 522 driveway connection permit*	2018 Fee
Fee structure. The following nonrefundable fee structure is established for the processing, review and inspection of the connection permit application. A description of each category can be found in section 12.85.040 of the KMC. Due to the potential complexity of Category II and Category III connection proposals, and required mitigation measures that may involve construction on SR 522, the city may require a developer agreement in addition to the connection permit. The developer agreement may include, but is not limited to: plans; specifications; maintenance requirements; bonding requirements; inspection requirements; division of costs by the parties, where applicable; and provisions for payment by the applicant of actual costs incurred by the city in the review and administration of the applicant's proposal that exceed the required base fees in the following schedule:	
Category I – Base fee for one connection:	
• Agricultural, forest, utility operation and maintenance	\$50
• Residential dwelling units (up to 10)- single connection	\$50/dwelling
• Other, with 100 average weekday vehicle trip ends	\$500
• Fee per additional connection point	\$50
Category II – Base fee for one connection:	
• Less than 1,000 average weekday vehicle trip ends	\$1,000
• 1,000 to 1,500 average weekday vehicle trip ends	\$1,500
• Fee per additional connection point	\$250
Category III - Base fee for one connection:	
• 1,500 to 2,500 average weekday vehicle trip ends	\$2,500
• Over 2,500 average weekday vehicle trip ends	\$4,000
• Fee per additional connection point	\$1,000
Category IV – Base fee per connection:	\$100
Surety Bond. Prior to the beginning of construction of any connection, the city may require the permit holder to provide a surety bond as specified in WAC 468-34-020(3).	

Special Event Permit	2018 Fee
Application fee	\$100*

Memorial Sign	2018 Fee
Application fee and sign	\$300*

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5. ANIMAL CARE AND CONTROL

Animal License and Registration	2018 Fee
Pet license – dog or cat	
Unaltered	\$60
Altered	\$30
Juvenile pet license – dog or cat	\$15
Discounted pet license – dog or cat	\$15
Replacement tag	\$5
Transfer fee	\$3
Guard dog registration	\$100
Exotic pet	
New	\$500
Renewal	\$250
Service animal	No fee
K-9 police dog	No fee
Late fees	
Received 45-90 days following license expiration	\$15
Received 90-135 days following license expiration	\$20
Received more than 135 days following license expiration	\$30
Received more than 365 days following license expiration	\$30 plus license fee(s) for any previous year pet was unlicensed

Animal Business and Activity Permits	2018 Fee
Hobby kennel and hobby cattery license	\$50
Private animal placement permit	No fee

Civil Penalties	2018 Fee
General	
No previous similar code violation within one year	\$50
One previous similar code violation within one year	\$100
Two previous similar code violation within one year	Double the rate of the previous penalty, up to a maximum of \$1,000.
Vicious animal or animal cruelty violations	
First violation within one year	\$500
Subsequent violations within one year	\$1,000
Dog leash law violations	
First violation within one year	\$25
Additional violation within one year	\$50
Animal abandonment	\$500
Unlicensed cat or dog	
Altered cat or dog	\$125
Unaltered cat or dog	\$250

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Service Fees	2018 Fee
Adoptions –including licensing and spaying or neutering or the animal	\$75-\$250 based upon adoptability/animal
Spay or neutering deposit	\$150/animal
Impound or redemption – dogs, cats or other small animals	
First impound within one year	\$45
Second impound within one year	\$85
Third impound within one year	\$125
Impound or redemption – livestock, small	\$45
Impound or redemption – livestock, large	\$45 or actual cost of sheltering, whichever is greater
Kenneling at King County animal shelter – per 24 hours or portion thereof in-field pick-up of an owner's deceased unlicensed pet or pick-up of an unlicensed pet released voluntarily to the regional animal service section.	\$20
Owner-requested euthanasia (unlicensed pets)	\$50
Optional micro-chipping for adopted pets	\$25

6. MISCELLANEOUS

Type	2018 Fee
Credit Card Service Fee	3%
NSF (insufficient check)	\$25
Reports, copies, maps, etc.	
Standard size black and white copies (standard size are 8 ½" x 11", 8 ½" x 14", and 11" x 17")	\$0.15/page
Standard size color copies	\$0.20/page
Oversized documents such as building plans and maps	Actual cost charged by outside vendor
Large copy jobs	Actual cost charged by outside vendor
Records copied to CD or DVD	\$1 per CD or DVD
Records copied to thumb/flash drive	Actual cost of supplies
Scanned Copies (converting from paper to electronic)	No charge for first 10 pages > 11 pages \$0.10/page
Mailing envelopes or packaging and postage	Actual cost of supplies and postage
Recording documents	Actual costs or \$100 minimum, whichever is greater
Use of City owned property, other than right-of-way, for event parking, storage or similar use	\$100/day
City Sponsored Event - Vendor Fees	
Food Vendor	\$30/day
Craft Vendor	\$30/day

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Non-Profit Booth or Vendor	\$10/day
Public Safety Fees	
First three false alarms	No fee
Fourth and fifth false alarms	\$50 each
Sixth and additional false alarms	\$100 each
Rhododendron Park Shelter Rental Fee	
Kenmore Residents all day	\$120
Kenmore Residents half day	\$60
Non-Kenmore Residents all day	\$160
Non-Kenmore Residents half day	\$80



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Mobile Home Park Update and Check-in Proposed Council Action/Motion: No action requested at this time.	For Council Meeting Agenda of: 01/16/18 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner</u> Initial & Date Approved by Department Head: <u>DA 1/11/18</u> Approved by City Attorney: _____ Approved by Finance Director: <u>✓</u> Approved by City Manager: <u>POK</u> Exhibits/Attachments:
<u>INFORMATION/BACKGROUND:</u> In 2017, the City Council assigned to the Planning Commission consideration of the highest priority strategy from the Housing Strategy Plan: "consider strategies for preserving existing affordable housing." The focus of this discussion has been the City's existing mobile home parks (MHPs). The City's Comprehensive Plan recognizes that the City is one of the few communities in east King County with any significant number of mobile and manufactured homes (approximately 250 in six parks), that overall availability of mobile and manufactured housing has been decreasing in King County as parks are redeveloped with other uses, and that mobile and manufactured housing has offered a relatively affordable form of unsubsidized single-family housing and is being replaced with more expensive housing—typically multifamily. A recommendation from the Planning Commission to the City Council is expected this spring. In the meantime, the City Council adopted a moratorium on redevelopment of the mobile home parks (Ordinance 17-0453) until May 11, 2018 to allow time for consideration and discussion of the issues. The Planning Commission has scheduled two meetings in January to hear from the public about this topic. On Tuesday, January 23, the Commission will hold a roundtable discussion with MHP property owners. Several of the owners have been attending meetings and providing feedback, but this will be a more informal opportunity to discuss concerns and alternatives. On Tuesday January 30, the Commission will meet with homeowners/residents from the parks. The homeowners have been contacted by AMHO (the Association of Manufactured Home Owners) and an organizing meeting conducted by AMHO on January 9 at the Northshore Fire District had more than 100 attendees. It is anticipated that the January 30 meeting will have a large public turnout. As the Council may hear from attendees at these meetings, staff thought it would be useful to provide some background information on the process to date and the scenarios presently under discussion by the Planning Commission. <u>Background</u> The Planning Commission has been reviewing background information about Kenmore's MHPs since October. A great deal of information has been gathered and more will be obtained from the MHP property owners the week of January 16 when staff is meeting with each owner/representative. Early on in the Planning Commission's discussions, Commissioners expressed concern that efforts to protect existing affordable housing in the mobile home parks (MHPs) could restrict new housing supply (by limiting redevelopment) and that this loss of new housing units should be mitigated.	

I:/City Clerk/Agenda Items/Templates

At their meeting on December 5, the Commission discussed 6 strategies that might result in “no net loss” of either affordability or new density. Of those 6 scenarios (including the idea of a manufactured housing community overlay as used in Bothell and described in the Housing Strategy Plan), the Planning Commission was particularly interested in only two:

Scenario 1: (a) Control redevelopment of the MHP properties by making MHPs a permitted use in the relevant zone and limiting other permitted land uses. (b) Allow for a transfer of development rights (TDR) from a MHP property to another location in exchange for preserving the existing housing in the MHP. In this scenario, the property owner could sell the “lost” density to someone wishing to build a project at a higher density on a different site.

Scenario 2: (a) Rezone the MHP properties for greater density and require new development to include affordable housing to replace the units lost in the existing MHP. (b) Provide a relocation program with relocation assistance and/or a “right of first opportunity to rent” (if legal) to move existing homeowners into the new dwelling units. Also allow homeowners a first “right to buy” the park before redevelopment (if legal).

These two scenarios are the primary focus of the upcoming public meetings. Staff will be checking with the City Attorney about legal issues.

The Planning Commission has acknowledged that it may be appropriate to treat the six MHPs differently, based on their development potential and unique characteristics.

After the public meetings in January, it is anticipated that the Planning Commission will settle on a final proposal(s) and direct staff to outline the parameters of that proposal prior to forwarding their recommendation to the City Council. As with other components of the Housing Strategy Plan, consideration of direct financial assistance related to the MHPs (for example, provision of relocation assistance, purchase of development rights, or purchase of the MHPs, themselves) is reserved for the City Council.

FISCAL CONSIDERATION:

None at this time. Staff time presently is being used to review the issues surrounding preserving existing affordable housing with the Planning Commission and City Attorney.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Comprehensive Plan Objective H-3.1: “Encourage retention of the existing housing stock in Kenmore as a source of affordable housing.”

Comprehensive Plan Policy H-3.2.1: “Support efforts of private developers, both for-profit and not-for-profit, to preserve or develop affordable housing, including housing with on site services, for very low-, low- and moderate-income families...”

2018 COUNCIL COMMITTEE LIST
APPOINTMENT BY THE CITY COUNCIL–

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
ETP - Eastside Transportation Partnership King County Transportation Dept.	2 Voting Positions	2 nd Friday, 7:30 – 9:30 a.m. Bellevue School District Office Room 200 (Old Boardroom)	Vacant David Baker Vacant (Alternate)
SeaShore Transportation Forum King County Transportation Dept.	2 Voting Positions	1 st Friday, 7:30 – 9:30 a.m. Shoreline City Hall	David Baker Nigel Herbig Vacant (Alternate)
SCA PIC - Public Issues Committee Sound Cities Association (SCA)	1 Voting Position	2 nd Wednesday, 7:00 p.m. Renton City Hall	David Baker Vacant (Alternate)
WRIA #8 – Water Resource Inventory Area #8 Salmon Recovery Council	1 Voting Position	3 rd Thu every other month 3:00 – 5:30 p.m. (Jan, Mar, May, Jul, Sep, Nov) Bellevue	Vacant David Baker (Alternate)
Kenmore Library Advisory Board King County Library Services – BOARD DISSOLVED			
Northshore Park and Recreation Board	1 Voting Position	Meets three or four times a year. Northshore Senior Center, 10201 E. Riverside Drive, Bothell	Brent Smith Stacey Denuski (Alternate)
Northshore Performing Arts Advisory Board			Brent Smith

OTHER REGIONAL AND NATIONAL BOARDS & COMMITTEES THAT KENMORE SERVES ON -

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
SCA Board of Directors Sound Cities Association (SCA)	1 Voting Position	4 th Thursday, 9:30 – 11:30 am March, May, July, Sept, Oct, Nov Renton City Hall	David Baker (President of SCA)
BOH – Board of Health Sound Cities Association (SCA)	½ Voting Position	3 rd Thursday, 1:30 - 3:30 pm County Council Chambers	David Baker
Advisory Council on Aging & Disability Services (ADS) Sound Cities Association (SCA)	1 Voting Position	2 nd Friday of each month	David Baker (Chair)
AWC - Legislative Committee	2 Voting Positions		David Baker
Northend Mayor's Meeting	Informational	1 st Tuesday, 11:30 a.m. Various Locations	Mayor
North Lake Washington Mayor's	Informational	2 nd Thursday, 7:30 a.m. Various Locations	Mayor
NLC – Board of Advisors	1 Position	Meets three times a year	David Baker
NLC – Transportation Committee	1 Position	Meets three times a year	
NLC ITC - Information Technology & Communications Committee	1 Position	Meets three times a year	David Baker
NLC – University Board of Advisors	1 Position	Meets three times a year	David Baker
NLC-UCC – University City Council Steering Committee	1 Position	Meets three times a year	David Baker

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
NLC – Council on Youth, Education and Families	2 Positions	Meets three times a year	David Baker
NLC – University Fellows	2 Positions		David Baker
Office of Law Enforcement Oversight Committee	1 position	4th Friday of each month. King County Offices.	David Baker (Co-Chair)
PSRC Executive Board			David Baker
Federal Legislative Committee			David Baker
Environmental and Land Use Hearings Committee			David Baker
State E911 Advisory Committee			David Baker
Harborview Hospital Board of Trustees			David Baker