



City of Kenmore - 18120 68th Avenue NE - Kenmore, WA 98028
Phone: 425-398-8900 - E-mail: cityhall@kenmorewa.gov

City Council Regular Meeting

ON-SITE

MONDAY, FEBRUARY 12, 2024 - 7:00 PM

In addition, we try to provide access to the meeting virtually:

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/87250015754>

ZOOM PASSWORD: february

Or One tap Mobile: US: +12532050468,,87250015754

Or Telephone Dial US: +1 253 205 0468

Callers please dial *9 to raise and lower hand

Webinar ID: 872 5001 5754

ZOOM PASSWORD: february

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

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

Land Acknowledgement to Honor First Peoples

We acknowledge that the City of Kenmore is situated upon the ancestral lands of the Snohomish, Snoqualmie, Sauk-Suiattle, Duwamish, Stillaguamish, Tulalip, Suquamish, Muckleshoot, and other tribes who are part of the Coast Salish Peoples. We recognize and express our deepest respect for their enduring stewardship and profound relationship with this land, which they have cherished and protected since time immemorial. We honor the First Peoples, acknowledge their vibrant cultures, and commit ourselves to learning from their wisdom in our journey to promote justice, equity, and mutual understanding. We pledge to stand alongside these communities in acknowledging past injustices and working towards a future that respects and celebrates the diverse heritage of this land.

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

II. ROLL CALL

III. LAND ACKNOWLEDGEMENT

IV. FLAG SALUTE

V. AGENDA APPROVAL

VI. PROCLAMATION

PROCLAIMED

- A. Chuck Perry Day, to be accepted by Chuck Perry
[Chuck Perry Day](#)

VII. WHERE'S THE FUN?

VIII. PUBLIC COMMENTS

Welcome to the Council's meeting. Please address your comments to the Mayor and Council. You'll have three minutes to speak. If there are more than 20 speakers, time will be reduced to two minutes per speaker. The Clerk will call your name when it's your turn. The Presiding Officer may choose to alternate between in-person and online comments. Please state your name and city of residence and keep within the allotted time. To make every person feel welcome and safe here; please refrain from booing, clapping, heckling, yelling, or other interruptions. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

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

IX. CONSENT AGENDA

APPROVED BY UNANIMOUS CONSENT

- A. Cancel the City Council Regular Meeting of Monday, March 11, 2024.
- B. Approve the City Council Special and Regular Meeting Minutes from December 11, 2023.
[City Council Special and Regular Meeting Minutes from December 11, 2023 \(Added 2/6/2024\)](#)
- C. Approve the City Council Special Meeting Minutes from January 9, 2024.
[City Council Special Meeting Minutes from January 9, 2024 \(Added 2/7/2024\)](#)
- D. Approve the City Council Joint Special Meeting with Planning Commission Minutes from January 16, 2024.
[City Council Joint Special Meeting with Planning Commission Minutes from January 16, 2024](#)
- E. Approve the City Council Special Meeting Minutes from January 18, 2024.
[City Council Special Meeting Minutes from January 18, 2024 \(Added 2/7/2024\)](#)
- F. Approve the City Council Special Meeting Minutes from January 22, 2024.
[City Council Special Meeting Minutes from January 22, 2024](#)
- G. Approve Total Check #s 53628 through 53707 totaling \$2,181,484.17,

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 1/12/2024 in the amount totaling \$249,080.24, ACH Payment #s 1520 through 1523 in the amount of \$276,895.99, and Payroll Check #s 10251 through 10252 in the amount of \$946.24.

[Voucher Certification and Approval 12/31/2023 - 1/19/2024](#)

- H. Approve the A Regional Coalition for Housing (ARCH) 2024 Budget, including Kenmore's contribution of \$71,011.
Approve the ARCH 2024 work program.
Approve the ARCH Executive Board's recommended Fall 2023 Housing Trust Fund Projects, including Kenmore's \$22,400 share of funding.
[Agenda Bill - A Regional Coalition for Housing \(ARCH\)](#)
[Attachment 1 - ARCH 2024 Budget and Work Program](#)
[Attachment 2 - ARCH Fall 2023 Trust Fund Projects](#)
- I. Authorize the City Manager to execute Interlocal Agreement No. 24-C3009 with King County to accept a grant award in the amount of \$56,750 for acquisition of two conservation properties in the City of Kenmore.
[Agenda Bill - Interlocal Agreement No. 24-C3009](#)
- J. Authorize the City Manager to execute Contract No. 24-C3010 with Olympic Environmental Resources in the amount not to exceed \$115,000.00 for the management of residential recycling events and administration of the supporting grant funds.
[Agenda Bill - Contract No. 24-C3010](#)
[Attachment 1 - Contract No. 24-C3010](#)
- K. Authorize the City Manager to execute a contract for \$446,337.37 (includes 10% contingency) with Parametrix for design services for Arrowhead Drive Sidewalk and Traffic Calming Project.
[Agenda Bill - Contract with Parametrix](#)

X. BUSINESS AGENDA

- A. Love Where you Live Project Community Survey #1 Results, conducted by EMC Research, presented by City Manager Rob Karlinsey, Communications Specialist Lauren Chomiak, and EMC Research Senior Principal Ian Stewart, *for review and discussion*
DISCUSSED
[Agenda Bill - Love Where You Live Project Community Survey #1 Results](#)
[Attachment 1 - EMC Research Community Survey #1 Topline Results](#)
[Attachment 2 - Presentation \(Updated 2/9/2024\)](#)
- B. Update of the Non-Exclusive Dual Franchise Agreement with Comcast Cable Communications Management, LLC, presented by Engineering Director John Vicente and Comcast Government Affairs Senior Manager Vincent Buys, *for discussion*
DISCUSSED

[Agenda Bill - Comcast Franchise](#)
[Attachment A - Draft Ordinance No. 24-0603](#)
[Attachment B - Draft Franchise Agreement](#)
[Attachment C - List of Changes](#)
[Presentation - Comcast Franchise Feb 12, 2024](#)

- C. Kenmore Municipal Code (KMC) Title 13 Update, presented by Engineering Director John Vicente, *for discussion*

DISCUSSED

[Agenda Bill - Title 13 Update](#)
[Attachment A - KMC Title 13 Draft Changes Red Lined](#)
[Attachment B - KMC Title 13 Draft Changes Clean](#)
[Attachment C - Summary of Title 13 Changes](#)
[Attachment D - Draft Ordinance No. 23-0585](#)
[Presentation - Title 13 Amendment Feb 12, 2024](#)

XI. STAFF REPORTS

XII. COUNCILMEMBER REPORTS & COMMENTS

XIII. EXECUTIVE SESSION

- A. Pursuant to RCW 42.30.110(1)(i), the City Council will now enter an executive session to discuss potential litigation. This executive session is slated to last 60 minutes. No final action is expected.

EXECUTIVE SESSION HELD FOR 45 MINUTES. NO FINAL ACTION WAS TAKEN.

XIV. ADJOURNMENT

UPCOMING MEETINGS

- A. Monday, February 19, 2024 at 7:00 PM - City Council Regular Meeting - **CANCELED (holiday)**
Monday, February 26, 2024 at 7:00 PM - City Council Regular Meeting
Monday, March 11, 2024 at 7:00 PM - City Council Regular Meeting - **TENTATIVELY CANCELED**
Monday, March 20, 2024 at 7:00 PM - City Council Regular Meeting

NOTICE OF POTENTIAL QUORUMS

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

City of Kenmore, Washington Proclamation

WHEREAS, Kenmore Air was founded in 1946 by three friends reunited following World War II at the former site of a shingle mill on Lake Washington; and

WHEREAS, Chuck Perry joined Kenmore Air Harbor on March 28, 2002, as a seasonal pilot and stayed for a 22-year second career; and

WHEREAS, Chuck Perry held numerous official titles at Kenmore Air Harbor, including Company Flight Instructor, Company Check Pilot, Chief Pilot Kenmore Air Seaplanes, and Director of Operations Kenmore Air Express; and

WHEREAS, Chuck Perry accumulated over 12,000 accident-free flight hours in DeHavilland Beavers and Otters throughout the Pacific Northwest and Canada; and

WHEREAS, Chuck Perry gives his time to educate local first responders in seaplane rescue techniques and considerations, providing this training to fire departments including Tacoma, Kirkland, and Shoreline; and

WHEREAS, Chuck Perry has served as board member for the Washington Seaplane Pilots Association since 2018; and

WHEREAS, Chuck Perry held numerous unofficial titles at Kenmore Air Harbor, including Keeper of the Manuals, Electrical Wiring Savant, Resident IT Advisor, and Captain Wet Blanket; and

WHEREAS, Chuck Perry has been a trusted advisor, mentor, and friend to numerous aspiring and current seaplane pilots; and

WHEREAS, Chuck Perry has been an integral part of the long-term safe and successful operation of Kenmore Air Harbor and will be greatly missed.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby congratulate and honor Chuck Perry upon his retirement and declares February 23, 2024, as Chuck Perry Day in Kenmore.

IN WITNESS WHEREOF, signed this 12th day of February 2024.

Signed: _____ Attested: _____
Nigel Herbig, Mayor Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special and Regular Meeting Minutes
Monday, December 11, 2023**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O'Cain
Councilmember David Baker
Councilmember Joe Marshall
Councilmember Angela Kugler
Councilmember Debra Srebnik
Councilmember Corina Pfeil

Staff: City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan
City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang
Co-Clerk Brian Randall
Communications Specialist Lauren Chomiak
Kenmore Police Chief Brandon Moen
Development Services Director Samantha Loyuk
Housing and Human Services Manager Tambi Cork
Finance and Administration Director Melinda Merrell
ARPA Management Analyst Janet Quinn

Speaking Guests: Sarah Roberts, Kenmore Prosecutor
Karen Lee, Plymouth Housing CEO
Andrea Carnes, Plymouth Housing COO
Karen Peterson, Plymouth Housing Vice President of Real Estate
Elizabeth Murphy, Plymouth Housing Real Estate Development Manager
Katherine Revello, Plymouth Housing Senior Director of Quality Assurance
Dennis Sills, Plymouth Housing Director of External Affairs
Elsa Kings, Housing Trust Fund Manager at A Regional Coalition for Housing (ARCH)

Public Comments Speaking Guests:

Carl Michelman, Brier Resident
Wayne Miller, Kenmore Resident
Lou Novak, Kenmore Resident
Patrick O'Brien, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
Dan Troyan, Kenmore Resident
Bill Leak, Kenmore Resident
David Bowling, Woodinville Resident
Hali Willis, Seattle Resident
Jerry Dugan, Shoreline Resident
Janet Quinn, Kenmore Resident
John Hendrickson, Kenmore Resident
Brandon Joseph, Kenmore Resident
William Moran, Kenmore Resident
Eli Ren, Kenmore Resident
Liana Ren, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Chris Olson, Kenmore Resident
Krista Michelman, Brier Resident

Public Hearing Speaking Guests:

Elise Jiang, Kenmore Resident
Elena Chesta, Kenmore Resident
Sam Paveza, Kenmore Resident
Carl Michelman, Brier Resident
Anisha Chodrey, Kenmore Resident
Laurie Feetham, Kenmore Resident
Wayne Miller, Kenmore Resident
Dan Troyan, Kenmore Resident
Nathan MacDonald, Kenmore Resident
Laurie Sperry, Kenmore Resident
Carol Castellani, Kenmore Resident
Kara Macias, Kenmore Resident
Josh Kurcinka, Kenmore Resident
Michelle Marchello, Kenmore Resident
Patrick O'Brien, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
David Dorrian, Kenmore Resident
Roger McConwalie, Kenmore Resident

Laura Hodge, Kenmore Resident
Brent Smith, Kenmore Resident
Geoff Chism, Kenmore Resident
Theresa Dunning, Kenmore Resident
Joe Nance, Kenmore Resident
Tom Elliott, Kenmore Resident
Edouard Lasalle, Kenmore Resident
Kathleen Cooper, Lake Forest Park Resident
Karen Woessner-Smith, Kenmore Resident
Bill Leak, Kenmore Resident
David Kersten, Kenmore Resident
Clifford Cawthorn, Habitat for Humanity King County
Rex Rempel, Kirkland Resident
Bob Wallis, Kenmore Resident
Tracy Banaszynski, Kenmore Resident
Jill Norling, Kenmore Resident
Raphaelle Dubray, Kenmore Resident
Dan Burns, Kenmore Resident
Janet Quinn, Kenmore Resident
Stephanie Burnell, Kenmore Resident
Dakota Rash, Lake Forest Park Resident
Elisabeth Walton, Kenmore Resident
Kristen Joyner, Bothell Resident
Susan Garnder, Kenmore Resident
Rob Beem, Seattle Resident
Tom Hermann, Kenmore Resident
Jeffrey Pooley, Kenmore Resident
Juliana Pooley, Kenmore Resident
John Hendrickson, Kenmore Resident
Michael Troyer, Lake Forest Park Resident
Audrii Nikitiyuk, Kenmore Resident
William Moran, Kenmore Resident
Melissa Pendleton, Kenmore Resident
Dwight Thompson, Kenmore Resident
Andrea Carnes, Kenmore Resident
Danielle Claar, Kenmore Resident
Courtney Gebhardt, Kenmore Resident
Suzanne Garland, Kenmore Resident
Elizabeth Mooney, Kenmore Resident – Virtual
Christopher Olson, Kenmore Resident – Virtual

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 6:15 PM.

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), the City Council entered an executive session to discuss potential litigation. This executive session lasted 45 minutes, ending at approximately 7:00 PM. No final action took place.

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the special meeting at approximately 7:00 PM.

CALL REGULAR MEETING TO ORDER

Mayor Herbig called the regular meeting to order at 7:00 PM.

LAND ACKNOWLEDGEMENT

Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Mayor Herbig led the Council in the flag salute.

AGENDA APPROVAL

The agenda was approved as presented.

PRESENTATION

Outgoing Councilmembers—Councilmember Baker, Councilmember Pfeil, and Councilmember Kugler—were recognized by Councilmembers and City Manager Rob Karlinsey. Major accomplishments were highlighted for each councilmember, and special plaques were awarded. Cake was provided to attendees.

WHERE'S THE FUN?

City Manager Rob Karlinsey highlighted two “love notes” from co-creator Maura Query: Scarves for Mary’s Place and Seasons Greetings cards for Seniors.

PUBLIC COMMENTS

The City Council took comments from the public.

Timestamped link here:

<https://www.youtube.com/live/KkGwdtpNmFI?si=WqxVUehqd9aLqD2q&t=5233>.

CONSENT AGENDA

A. Approve City Council Regular Meeting Minutes from November 27, 2023.

[City Council Regular Meeting Minutes from November 27, 2023](#)

- B. Cancel the City Council Regular Meetings of December 18, 2023 and December 25, 2023 (December 26, 2023).
- C. Cancel the City Council Regular Meeting of January 15, 2024 (January 16, 2024).
Call a Joint Special Meeting with the Planning Commission on Tuesday, January 16, 2024 from 6:00 PM - 7:30 PM.
- D. Authorize the City Manager to execute a maintenance and operation agreement with the Washington State Department of Transportation for the red-light camera system at 61st Avenue NE and NE Bothell Way (SR 522).
[Agenda Bill - WSDOT Agreement](#)

MOTION: Councilmember Srebnik moved to approve the consent agenda outlined above. Seconded by Councilmember Pfeil.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

BUSINESS AGENDA

- A. Proposed Ordinance No. 23-0596, amending Title 9 of the Kenmore Municipal Code, Criminal Code, presented by Deputy City Manager Stephanie Lucash, Kenmore Police Chief Brandon Moen, and City Attorney Dawn Reitan, *for discussion*
[Agenda Bill - Proposed Ordinance No. 23-0596, Amending Title 9 of the KMC](#)
[Attachment 1 - Proposed Ordinance No. 23-0596](#)
[Attachment 2 - Exhibit A to Proposed Ordinance No. 23-0596](#)
[Memo - Washington State and Kenmore Drug Statistics](#)
[Presentation - Proposed Ordinance No. 23-0596 \(added 12/11/2023\)](#)

City Attorney Dawn Reitan opened the presentation. On May 16, 2023, the Washington Legislature passed SB 5536, establishing penalties for possessing or using counterfeit or controlled substances in public places as gross misdemeanors. It also made the knowing possession or use of non-prescribed legend drugs a misdemeanor. The bill preempted local regulations on drug paraphernalia, stating that cities and counties could only enact laws consistent with state regulations and with the same penalties. However, they were allowed to establish harm reduction services related to drug paraphernalia.

The City is updating its criminal code, incorporating SB 5536 and other legislative changes. SB 5536 was a response to a 2021 Washington Supreme Court decision on drug possession, aiming to address rising drug-related crimes in the region. Alternative methods like Community Court may be used to handle cases affected by this ordinance, focusing on different approaches beyond traditional criminal justice. Kenmore Police Chief Brandon Moen highlighted information from the Washington State and Kenmore Drug Statistics memo, linked above.

Councilmembers asked questions related to the Community Court, trends related to drug cases, and diversion or referral programs. Kenmore's Prosecutor Sarah Roberts explained that recent law encourages referrals but does not require two police contacts prior to sending a case to a prosecutor's office.

MOTION: Deputy Mayor O'Cain moved to adopt Ordinance No. 23-0596 amending Chapter 9.05 KMC, of the City's Criminal Code, and repealing Chapter 9.60 KMC, relating to the adoption of state criminal code provisions for misdemeanor and gross misdemeanor enforcement within the City. Seconded by Councilmember Pfeil.
VOTE: 7 Yes: Srebnik, Marshall, Kugler, Herbig, O'Cain, Pfeil, Baker; 0 No; 0 Abstain.
MOTION PASSES.

PUBLIC HEARING

Proposed Ordinance No. 23-0600, Development Agreement for real property located at 6532 Bothell Way NE (Plymouth), presented by Deputy City Manager Stephanie Lucash, Development Services Director Samantha Loyuk, Housing and Human Services Manager Tambi Cork, and guests from Plymouth Housing including CEO Karen Lee, COO Andrea Carnes, Vice President of Real Estate Karen Peterson, Real Estate Department Manager Elizabeth Murphy, Senior Director of Quality Assurance – Permanent Supportive Housing Katherine Revello, and Director of Government Relations Dennis Sills, *for public hearing*

[Agenda Bill - Proposed Ordinance No. 23-0600, Plymouth Development Agreement](#)

[Attachment 1 - Development Agreement](#)

[Attachment 2 - Proposed Ordinance No. 23-0600](#)

[Attachment 3 - City Manager Letter of Recommendation](#)

[Attachment 4 - Conceptual Drawings](#)

[Attachment 5 - Northshore Utility District \(NUD\) Easement Letter](#)

[Memo - Answers to Council's Questions \(added 12/09/2023\)](#)

[Presentation - Development Agreement \(added 12/11/2023\)](#)

City Attorney Dawn Reitan discussed procedural matters, explaining that the City treats the decision on the development agreement as quasi-judicial, requiring additional scrutiny and procedure. She invited individual Councilmembers to disclose any conflicts of interest; Councilmembers disclosed communications related to Plymouth. In addition, both Mayor Herbig and Councilmember Srebnik disclosed their employers and the nature of their jobs. The Attorney determined that information provided and disclosed thus far does not rise to the level of a conflict under the Appearance of Fairness Doctrine.

Mayor Herbig opened the Public Hearing at approximately 9:17 PM.

Timestamped link of Presentation by Plymouth and City Staff:

https://www.youtube.com/live/KkGwdtpNmFI?si=8V_9lyor8oi2Ou6K&t=10851

City Manager Rob Karlinsey explained that this is the second of two public hearings; the first was held on November 27, 2023. City Staff recommend that the Council adopt Ordinance No. 23-0600 and the proposed Development Agreement. The project reflects the Council's direction toward promoting more affordable housing and is a specific goal spelled out in section 7.3.3 of the DEIA Five-Year Roadmap.

Plymouth Housing was selected after an RFP process. Deputy City Manager Stephanie Lucash explained that this project was also added to the Council's 2023 Legislative agenda. The City, A Regional Coalition for Affordable Housing (ARCH), and Plymouth Housing worked diligently to secure funding in a highly competitive funding climate. Housing and Human Services Manager Tambi Cork explained that there are requirements tied to the funding received for this project. The following requirements must be met: income of 30% or less of Area Median Income (AMI); individuals must be homeless at entry; individuals must be single adults with no children; and the land must maintain its affordability for 50 years.

Plymouth Housing representatives discussed elements of the project such as funding requirements, what qualifies someone as homeless, the partner referral program, the supportive structures within a building, resident expectations, and parking mitigations. They highlighted a case study of the positive impact that supportive housing has made in the region.

Development Services Director Samantha Loyuk explained that the Plymouth Housing Development Agreement is for the following project:

- A six-story building with five stories of residential units and the ground floor including commercial space.
- 100 residential units with a mix of one-bedroom and studio units.
- Plymouth will provide onsite resident services for tenants and property management.
- A courtyard area will be constructed and available for residential tenants.

Plymouth has also requested modifications from the Kenmore Municipal Code in the following areas:

Depth and Density: KMC 18.25.020 and 18.25.040 require a 30-foot nonresidential depth from the street facade, with a 15-foot minimum. The proposed project varies from 21'-0" to 26'-4" in depth. The maximum density allowed is 75 units for 0.50 acres, but the project proposes 100 residential units.

Setbacks: KMC 18.25.040 dictates a minimum 10-foot setback from SR-522, with other streets at 0 feet. The project plans a 10-foot ground floor setback and 5-foot upper floor setbacks along SR 522, with setbacks over 10 feet near the courtyard on 67th Avenue NE.

Parking: According to KMC 18.40.030 and 18.80.080, 122 parking spaces are standard, reduced to 100 for affordable housing. The project, however, proposes only 9 off-street parking spaces and includes 8 bicycle parking spaces plus wall-mounted bike hooks in each residential unit.

Upper Floor Setbacks: KMC 18.52.150 requires a 10-foot ground floor setback and 5 to 10 feet for upper floors along SR-522. The project adheres to these requirements, with additional setbacks along 67th Ave NE.

Building Design and Walkways: KMC 18.52.220, 18.52.300, 18.52.310.B, and others require specific architectural elements, materials, and walkway dimensions. The project proposes a flat roof, non-masonry materials, and walkways that vary in width, sometimes narrowing to 6 feet, deviating from these requirements.

Impact Fees Waiver: The project requests an exemption from transportation and park impact fees under KMC 20.47.040.A.6 due to its public purpose of providing low-income housing. The school district has agreed to adjust the school impact fees to \$0, with a restrictive covenant recorded to reassess fees if the project's use changes.

Processing Procedure Modification: A request is made to modify KMC 18.110.050 to waive minor procedural irregularities in the processing of this Development Agreement.

Ms. Loyuk noted that the proposed affordable housing building is allowed in the downtown commercial zone, and is aligned with the City's Comprehensive Plan, and the City Council's goals. The development agreement before the Council asks for specific modifications described above; the type of use (affordable housing structure) is already authorized in Kenmore under the code.

Councilmembers asked questions related to the population served, retail space uses, building façade, and drug use prevention, views, vouchers, behavioral services offered on site, communication flow between the City and Plymouth, and others.

The City Council Chambers and connected Community Room were full of attendees; overflow seating was provided in the foyer. In addition, members of the media were present.

The City Council received testimony from the public.

Timestamped link here:

<https://www.youtube.com/live/KkGwdtpNmFI?si=3B3uGvk96A1CJH5h&t=14831>

Mayor Herbig closed the Public Hearing at approximately 2:26 AM on Tuesday, December 12, 2023.

BUSINESS AGENDA (continued)

- B. Proposed Ordinance No. 23-0600, Development Agreement for real property located at 6532 Bothell Way NE (Plymouth), presented by Deputy City Manager Stephanie

Lucash, Development Services Director Samantha Loyuk, Housing and Human Services Manager Tambi Cork, and guests from Plymouth Housing including CEO Karen Lee, COO Andrea Carnes, Vice President of Real Estate Karen Peterson, Real Estate Department Manager Elizabeth Murphy, Senior Director of Quality Assurance – Permanent Supportive Housing Katherine Revello, and Director of Government Relations Dennis Sills, *for adoption*

[Agenda Bill - Proposed Ordinance No. 23-0600, Plymouth Development Agreement](#)

[Attachment 1 - Development Agreement](#)

[Attachment 2 - Proposed Ordinance No. 23-0600](#)

[Attachment 3 - City Manager Letter of Recommendation](#)

[Attachment 4 - Conceptual Drawings](#)

[Attachment 5 - Northshore Utility District \(NUD\) Easement Letter](#)

[Memo - Answers to Council's Questions \(added 12/09/2023\)](#)

[Presentation - Development Agreement \(added 12/11/2023\)](#)

Deputy City Manager Stephanie Lucash offered closing remarks, highlighting the efforts on the project, Plymouth Housing's credibility as an organization, the funding opportunity, and the possibility of positive impact in Kenmore. City Attorney Dawn Reitan explained that new public objections were raised during public testimony. She stated that her original consideration related to Mayor Herbig remained unchanged. Pertaining to Councilmember Srebnik, the Attorney did not offer a recommendation or objection. Mayor Herbig, multiple times, called for order in the room to address incidents of booing, yelling, interrupting, jeering, and loud applause. Councilmembers offered closing remarks prior to the vote.

MOTION: Councilmember Baker moved to Adopt Ordinance No. 23-0600, approving the proposed Development Agreement in accordance with KMC 18.110 for the real property located at 6532 Bothell Way NE, Kenmore, Washington, 98028 between the City of Kenmore, Plymouth Housing Group and Kenmore Housing, LLC. Seconded by Councilmember Pfeil.

VOTE: 1 Yes – Pfeil.

6 No – Baker, Kugler, Marshall, Srebnik, O'Cain, Herbig; 0 Abstain.

MOTION FAILS

C. Proposed Resolution No. 23-409, Disposition of Surplus Property for City-owned property at 6532 Bothell Way NE ("Plymouth"), presented by Deputy City Manager Stephanie Lucash and Housing and Human Services Manager Tambi Cork, *for adoption*

[Agenda Bill – Proposed Resolution No. 23-409, Disposition of Surplus Property \(updated 12/08/2023\)](#)

[Attachment 1 – Proposed Resolution No. 23-409](#)

The Council did not address the business item due to vote on item B (above).

- D. Proposed Ordinance No. 23-0601, amending Ordinance No. 21-0527 and Ordinance No. 23-0572, relating to the City of Kenmore's expenditure and reporting of American Rescue Plan Act (ARPA) funds, presented by Deputy City Manager Stephanie Lucash and ARPA Management Analyst Janet Quinn, *for adoption*
[Agenda Bill - Proposed Ordinance No. 23-0601 ARPA Expenditure and Reporting](#)
[Attachment 1 - Proposed Ordinance No. 23-0601](#)
[Attachment 2 - Ordinance No. 23-0572](#)
[Attachment 3 - Ordinance No. 21-0527](#)

The Council did not address the business item due to vote on item B (above).

- E. Proposed Resolution No. 23-410, approving City funds for the Plymouth Affordable Housing project and authorizing A Regional Coalition for Housing (ARCH) to administer funds on behalf of the City, presented by Deputy City Manager Stephanie Lucash and Housing and Human Services Manager Tambi Cork, *for adoption*
[Agenda Bill - Proposed Resolution No. 23-410](#)
[Attachment 1 - Proposed Resolution No. 23-410 with Exhibit A \(updated 12/08/2023\)](#)

The Council did not address the business item due to vote on item B (above).

- F. Love Where You Live Project Community Engagement Phase I, Phase II, and Next Steps, presented by City Manager Rob Karlinsey, Deputy City Manager Stephanie Lucash, and Communications Specialist Lauren Chomiak, *for approval*
[Agenda Bill - Love Where You Live Project Community Engagement](#)
[Presentation - Love Where You Live Phase 1 Overview and Proposed Phase 2 Plan \(updated 12/11/2023\)](#)

City Manager Rob Karlinsey and Deputy City Manager Stephanie Lucash explained that Communications Specialist Lauren Chomiak is the lead of the project, and they hope that Ms. Chomiak will get a chance to present the full scope of efforts to the Council soon. Lauren Chomiak was present at the meeting, but had to return home after the meeting stretched beyond 2 A.M.

Ms. Lucash summarized efforts related to the first two phases. The Kenmore Love Where You Live (LWYL) Project, starting in summer 2023, aimed to gather broad community input using the "Dream, Play, Build" approach, encouraging residents to share their ideas for Kenmore's future. Phase I outreach from June 21 to September 22 included in-person booths at events, collecting 759 responses, and an online survey with 145 responses. University of Washington Bothell students organized and analyzed this data, identifying main themes: Economic Development and Community Spaces. Phase II involves two surveys by EMC Research, focusing first on broad goals and later specific ideas. Community workshops in early 2024 will gather more feedback, particularly on

Lakepointe, a prominent theme. Staff will also foster partnerships with stakeholders, including property owners and developers, aiming to initiate discussions on downtown development and possibly partnering with the Urban Land Institute.

MOTION: Councilmember Srebnik moved to vote on the matter when the project lead (Lauren Chomiak) can present the material, sometime in January 2024. Seconded by Councilmember Baker.

VOTE: 6 Yay – Baker, Kugler, Marshall, Srebnik, O’Cain, Herbig; 0 Abstain;
1 Nay – Pfeil.

MOTION PASSES.

STAFF REPORTS

Deputy City Manager Stephanie Lucash reported on a very successful Elected Officials Orientation hosted at Kenmore City Hall by the Association of Washington Cities. She thanked the Clerk team for helping support a successful, and well-attended event.

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 3:06 AM.

Nigel Herbig, Mayor

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
Tuesday, January 9, 2024**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O’Cain
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan
City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang
Community Development Director Debbie Bent
Assistant to the City Manager Garrett Oppenheim
Communications Specialist Lauren Chomiak
Principal Planner Todd Hall
Finance and Administration Director Melinda Merrell
ARPA Management Analyst Janet Quinn – Virtual
Housing and Human Services Manager Tambi Cork

Speaking Guests: Marvin Heston, Photographer
Hank Heron (mascot)
Suzanne Greathouse, Kenmore Heritage Society President
Steve Holmes, WhatsSup Paddleboard, and Kenmore Business
Alliance (KBA) Chair
Carl Michelman, Michelman Insurance
Keith Comes, NAC Consultant – Virtual
Brooke Hanley, NAC Consultant – Virtual

Public Comments Speaking Guests:

Lou Novak, Kenmore Resident
Patrick O'Brien, Kenmore Resident
Carl Michelman, Brier Resident / Kenmore Business Owner
Laura Hodge, Kenmore Resident
Paul Jarvis, Kenmore Resident
Nathan McDonald, Kenmore Resident
Geoff Chism, Kenmore Resident
Sara Solum Hayashi, Kenmore Resident
Dan Troyan, Kenmore Resident
Kris Gustofson, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Mark Prince, Kenmore Resident
Theresa Dunning, Kenmore Resident
Suzanne Garland, Kenmore Resident
Stacey Valenzuela, Kenmore Resident

CALL SPECIAL MEETING TO ORDER

Councilmember Nigel Herbig called the special meeting to order at 6:15 PM.

PHOTOGRAPHS

Photographer Marvin Heston took headshots of the Councilmembers and a group photo of the Council in the Community Meeting Room.

ROLL CALL

All Councilmembers were present for Roll Call.

OATHS OF OFFICE

Council Position No. 1. Melanie O'Cain was sworn in by Deputy City Manager Stephanie Lucash. Council Position No. 3 Valerie Sasson was sworn in by husband, Gary May. Council Position No. 5 Jon Culver declined a ceremonial oath of office but was officially sworn in on December 28, 2023, by City Clerk Anastasiya Warhol. Council Position No. 7 Nathan Loutsis was sworn in by Dwight Thompson.

ELECTION OF MAYOR

[Agenda Bill - Election of Mayor and Deputy Mayor](#)
[Attachment 1 - City Council Rules and Procedures](#)
[Attachment 2 - RCW 35A.13.030](#)
[Attachment 3 - RCW 35A.13.035](#)

City Clerk Anastasiya Warhol administered the process for election of the Mayor. Councilmember O'Cain nominated Councilmember Herbig for Mayor. As the only nomination, the vote was conducted by unanimous consent. Councilmember Herbig was elected as Mayor by unanimous consent.

ELECTION OF DEPUTY MAYOR

Mayor Herbig administered the process for election of Deputy Mayor. Councilmember Sasson nominated Councilmember O'Cain for Deputy Mayor. As the only nomination, the vote was conducted by unanimous consent. Councilmember O'Cain was elected as Deputy Mayor by unanimous consent.

LAND ACKNOWLEDGEMENT

Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Mayor Herbig led the Council in the flag salute.

AGENDA APPROVAL

The agenda was approved as presented.

WHERE'S THE FUN?

Hank Heron, the mascot, was introduced to the public for the first time. Kenmore Heritage Society President Suzanne Greathouse, members of the Kenmore Business Alliance (KBA) including Steve Holmes, Carl Michelman Jason Parker, Manuel Lorraine, Corey Hansen, as well as City Manager Rob Karlinsey, and Deputy City Manager Stephanie Lucash, were recognized for their contributions in the creation of the mascot costume. A photo was taken with Hank Heron and contributors. City Manager Rob Karlinsey also recognized Senior Civil Engineer Kent Vaughan, who is the creator of Hank Heron.

City Manager Rob Karlinsey highlighted Councilmember Loutsis, who was part of the University of Washington Marching Band at Monday night's College Football Championship game. Photos were shown from the evening of Councilmember Loutsis. Councilmember Loutsis spoke about his experience.

PUBLIC COMMENTS

The City Council took comments from the public.

Timestamped link here:

<https://www.youtube.com/live/tv3olrF41Mg?si=sZaioJWNFJqj00xx&t=3918>

CONSENT AGENDA

A. Approve the proposed 2024 Proclamations Calendar.

[Agenda Bill - Proposed 2024 Proclamations Calendar](#)
[Attachment 1 - Proposed 2024 Proclamations Calendar](#)

- B. Approve the City Council Special and Regular Meeting Minutes from November 20, 2023.
[City Council Special and Regular Meeting Minutes from November 20 2023](#)
- C. Approve the City Council Special Meeting Minutes from December 4, 2023.
[City Council Special Meeting Minutes from December 4, 2023](#)
- D. Approve Total Check #s 53463 through 53568 totaling \$895,169.62, Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 12/15/23 in the amount totaling \$238,976.84, Wire Transfer in the amount of \$48,911.50, and Payroll Check # 10250 in the amount of \$914.52.
[Voucher Certification and Approval 12/09/2023 - 12/22/2023](#)

MOTION: Councilmember Srebnik moved to approve the consent agenda outlined above. Deputy Mayor O’Cain seconded the motion.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

BUSINESS AGENDA

Prior to the Business Agenda, Mayor Herbig proposed a different order of the business agenda than what was published. No objections were made. The new order is reflected in these meeting minutes.

- A. Proposed Resolution No. 24-411, amending the City Council Rules and Procedures, presented by City Attorney Dawn Reitan, *for adoption*
[Agenda Bill - 2024 Council Rules Update](#)
[Attachment 1 - Proposed Resolution No. 24-411](#)
[Attachment 2 - Proposed Resolution No. 24-411 Attachment 1](#)
[Attachment 3 - N. Herbig Proposed Amendment No. 1 \(added 1/9/2024\)](#)
[Attachment 4 - N. Herbig Proposed Amendment No. 2 \(added 1/9/2024\)](#)

City Attorney Dawn Reitan outlined for the Council the various proposed additions and changes to the Council Rules and Procedures, including:

- Meeting time
- Public comments
- Public hearings
- Rules of decorum
- Meeting interruptions – procedures

The Council discussed and offered suggestions in the form of amendments below.

MOTION: Councilmember Srebnik moved to adopt proposed Resolution No. 24-411. Councilmember Marshall seconded the motion.

AMENDMENT 1: Mayor Herbig moved to amend Resolution No. 24-411, as shown in Attachment 3. Councilmember Marshall seconded the motion.

VOTE: 7 Yes; 0 No; 0 Abstain. **AMENDMENT CARRIES**

AMENDMENT 2: Mayor Herbig moved to amend Resolution No. 24-411, as shown in Attachment 4. Councilmember Srebnik seconded the motion.

VOTE: 7 Yes; 0 No; 0 Abstain. **AMENDMENT CARRIES**

AMENDMENT 3: Councilmember Loutsis moved to add 2.8.1 language, "Agenda items not completed when having reached the End of Meeting in 2.8 shall be moved to the agenda of the next Regular or Special Meeting." Mayor Herbig seconded the motion.

VOTE: 7 Yes; 0 No; 0 Abstain. **AMENDMENT CARRIES**

AMENDMENT 4: Councilmember Loutsis moved to add 8.2.10 language, "Public Hearings that conflict with the End of Meeting in 2.8 shall continue at the next Regular or Special Meeting. Public commenters shall continue to be offered an opportunity to comment in the order as having signed up during the initial meeting. No new spoken comment sign-ups shall be accepted, but written comment will still be accepted and encouraged." Mayor Herbig seconded the motion.

VOTE: 7 Yes; 0 No; 0 Abstain. **AMENDMENT CARRIES**

AMENDMENT 5: Deputy Mayor O'Cain moved to change the ending time in Section 2.8 from 10:00 PM to 11:00 PM. Councilmember Marshall seconded the motion.

VOTE: 4 Yes – O'Cain, Marshall, Sasson, Culver; 3 No – Herbig, Srebnik, Loutsis; 0 Abstain. **AMENDMENT CARRIES**

AMENDMENT 6: Deputy Mayor O'Cain moved to specify in the Council Rules and Procedures to move public comment segment before the presentation segments in future agendas. Councilmember Srebnik seconded the motion.

VOTE: 7 Yes; 0 No; 0 Abstain. **AMENDMENT CARRIES**

AMENDMENT 7: Councilmember Srebnik moved to specify that the public hearings move to the top of the business agenda for future meetings. Councilmember Loutsis seconded the motion.

VOTE: 7 Yes; 0 No; 0 Abstain. **AMENDMENT CARRIES**

MOTION AS AMENDED

VOTE: 7 Yes; 0 No; 0 Abstain. **MOTION PASSES**

- B. Love Where You Live Project Community Engagement Phase I and Approval of Phase II and Next Steps, presented by City Manager Rob Karlinsey, Deputy City Manager Stephanie Lucash, and Communications Specialist Lauren Chomiak, *for approval*

[Agenda Bill - Love Where You Live Project Phase I and Phase II](#)

[Attachment 1 - Love Where You Live Project Presentation \(updated 1/08/2024\)](#)

Communications Specialist Lauren Chomiak updated the Council on the Love Where You Live Project Community Engagement. The project is a year-long community engagement effort that began in the summer of 2023 based on the “Dream, Play, Build” method. The goal of this project was to gather broad feedback on values and priorities, as well as engage with as many community members as possible.

Phase I Engagement included:

- 22 in person events (farmers markets, special events, parks, Safeway, hangar)
- 759 in person respondents
- 145 online survey respondents
- Total of 1171 total responses and ideas
- December 2023 statistically valid community survey

The information gathered from Phase I was given to a UW Bothell business project management class where students were assigned to organize, analyze, and synthesize the collected responses from the community engagement.

From the information, the students distilled the top themes as:

1. Community Spaces (24%)
2. Economic Development (21%)
3. Environmental stewardship
4. Transportation
5. Housing/affordability
6. Safety
7. Art & beautification
8. Community events
9. DEIA
10. Etc.

24% of the responses were categorized as Community Spaces. Some items under Community Spaces included: community pool, parks, dog parks, Lakepointe, open spaces, etc. 21% of the responses were categorized as Economic Development. Some items under Economic Development included: dining, Lakepointe, downtown, shopping, etc. The third category of environmental stewardship supports the climate action plan work that Staff is already implementing.

The remaining piece of Phase I included a statistically valid survey, conducted by EMC Research between December 5 and December 18. There were over 300 responses, representative of the community demographics, and the survey was to receive general feedback on the goals and priorities of the City.

Tonight's proposed Phase II Plan consists of another statistically valid survey in March where the questions will be more focused and based on emerging themes and data from the first survey; three community workshops located throughout the city focusing on finding out more from the community about the emerging top themes; and fostering community partnerships around community spaces and economic development.

Staff intend to return in April with the next steps after Phase II is completed.

MOTION: Deputy Mayor O'Cain moved to approve the Love Where You Live Project Community Engagement Phase II and direct the City Manager to further explore the top themes including Economic Development, including Lakepointe and Downtown Development; and Community Spaces. This includes engaging with Lakepointe property owners, possible developers, and downtown property owners; as well as hosting downtown development discussions and exploring downtown development partnerships and bringing forth options for future Council considerations as part of this Phase II Engagement Plan. Councilmember Srebnik seconded the motion.

VOTE: 7 Yes; 0 No; 0 Abstain. **MOTION PASSES**

- C. Aquatic Center Feasibility Study, presented by Community Development Director Debbie Bent, Assistant to the City Manager Garrett Oppenheim, and NAC Consultants Keith Comes and Brooke Hanley, *for discussion and direction*
[Agenda Bill - Aquatic Center Feasibility Study](#)
[Attachment 1 - NAC Aquatic Center Feasibility Study, Final Report](#)
[Presentation - North King County Regional Aquatic Centers Feasibility Study](#)

NAC Consultants presented to the Council the results of the aquatic center feasibility study. Kenmore partnered with Kirkland, Lake Forest Park, and Shoreline to obtain grants for this study, as public access to indoor aquatics has reduced in recent years. The goals of the study included identifying potential aquatic center locations, evaluate market demand, develop design concepts, and determine capital and operation cost budgets. Viable sites were identified, and market analysis suggests 2-3 new community aquatic centers can be supported in north King County. The study found that Kenmore does not currently own a site that could accommodate a center.

Some conclusions specific to Kenmore brought by the consultants included: Kenmore developing defined partnerships to financially support the development of aquatic

center(s) in neighboring cities and holding a community engagement process to determine public interest in pursuing a partnership with neighboring cities.

Councilmembers provided comments.

- Some disagree with the results of the feasibility study.
- Some would like continued discussions about Kenmore regarding sites that the City does not own today or private partnerships such as with St. Edwards.
- Concerns about distance if the sites selected are Shoreline or Kirkland; not a ten-minute drive as the presentation suggested. If either of these sites go forward, Kenmore should be a junior partner financially.
- Serious discussions need to happen with the school district if they want to continue with swimming programs, even considering downsizing from an aquatic center to just a pool to make it work.

The Council provided direction to Staff to pursue options within the Northshore School District boundary. If city partners outside the school boundary are interested in continuing discussions, Kenmore can be part of those discussions, depending on the terms of the partnership.

- D. 2024 Annual Docket for the Planning Commission, presented by Community Development Director Debbie Bent and Principal Planner Todd Hall, *for approval*
[Agenda Bill - 2024 Planning Commission Docket](#)
[Attachment 1 - Staff Analysis and Recommendations for the 2024 Docket](#)
[Attachment 2 - Draft 2024 Docket](#)
[Attachment 3 - Comprehensive Plan/Code Amendments Workplan](#)

Community Development Director Debbie Bent presented to the Council the staff's recommendation for the 2024 Planning Commission docket. Many of the items on the docket are driven by state mandates for jurisdictions to have its comprehensive plan fully updated by the end of 2024. There are several elements of the comprehensive plan still needing updates, see Attachment 2. These elements will come with a Planning Commission recommendation to the Council before an Ordinance is adopted. There are also future implementation regulations for missing middle housing and cottage housing that need to be addressed. An additional list of amendments to the code will go directly to the Council when there are no comprehensive plan elements involved. Kenmore recently received a \$40,000 grant from the Department of Commerce to hire a consultant for middle housing regulations, cottage housing regulations, and ADU regulations. The City is currently in the request for proposals (RFP) process of selecting a consultant. City Manager Rob Karlinsey noted that this docket is the most ambitious docket in a while.

MOTION: Deputy Mayor O’Cain moved to approve the Planning Commission’s 2024 docket. Councilmember Loutsis seconded the motion.

VOTE: 7 Yes; 0 No; 0 Abstain. **MOTION PASSES**

- E. Proposed Ordinance No. 23-0601, amending Ordinance No. 21-0527 and Ordinance No. 23-0572 relating to the City of Kenmore's expenditure and reporting of American Rescue Plan Act (ARPA) fund, presented by Finance and Administration Director Melinda Merrell and ARPA Management Analyst Janet Quinn, *for adoption*

[Agenda Bill - Proposed Ordinance No. 23-0601](#)

[Attachment 1 - Proposed Ordinance No. 23-0601](#)

[Attachment 2 - Ordinance No. 23-0572](#)

[Attachment 3 - Ordinance No. 21-0527](#)

Finance and Administration Director Melinda Merrell presented to the Council the request to repeal prior ordinances related to ARPA funds, due to a change in structure that the federal government provided in 2022. The change will move the ARPA fund into the general fund coding.

MOTION: Councilmember Culver moved to adopt Ordinance No. 23-0601 amending Ordinance No. 21-0527 and Ordinance No. 23-0572 related to the City of Kenmore’s expenditure and reporting of ARPA funds consistent with the final rule in federal reporting under the 6.1 Revenue Replacement Category allowable under the coronavirus state and local fiscal recovery fund known in Kenmore as ARPA. Councilmember Srebnik seconded the motion.

VOTE: 7 Yes; 0 No; 0 Abstain. **MOTION PASSES**

STAFF REPORTS

- A. Human Services Needs Assessment Status Report, presented by Housing and Human Services Manager Tambi Cork

[Presentation - Human Services Needs Assessment Status Report](#)

Housing and Human Services Manager Tambi Cork updated the Council on the Human Services Needs Assessment currently taking place. The needs assessment consists of a community survey that every resident willing and able can fill out that will help Staff get a comprehensive understanding of the needs of the community. Human services are the delivery of social services and behavioral health services aimed at addressing safety, well-being, and self-sufficiency of residents across the lifespan, often with specific focus on the needs of vulnerable populations. During the current 2023-2024 biennium, Kenmore is funding nineteen agencies.

The need for a human services needs assessment and human services in general is necessary, especially during in the aftermath of the Covid-19 pandemic. Although may

groups have rebounded from the pandemic, other groups have not, and human services is a way to support those groups and individuals.

The survey is open and takes about ten minutes to complete, focused specifically on access to services and helping Staff identify gaps, strengths, opportunities, and solutions. The survey has been publicized electronically, physically through mailers, and partners such as the library and senior center have created in-person opportunities for Staff to walk through the survey for folks who need more assistance. Paper copies are also available. The survey is also available in English, Spanish, and Chinese. This survey can be translated into other languages as well, as needed.

Staff will return at a study session with a draft final report and recommendation based on this needs assessment.

Staff have requested further direction regarding affordable housing, as housing is a fundamental element of human services. The Council directed Staff on getting more public input/engagement, a modified or new proposal [to the Plymouth Housing development agreement that was not passed at the December 11th meeting], work on the Holt property affordable housing project, and consider future community education.

B. Boathouse Fundraising and School District Rowing Program Update, presented by City Manager Rob Karlinsey and Community Development Director Debbie Bent

Community Development Director Debbie Bent updated the Council on the boathouse fundraising measures. At the time of awarding construction, there was a funding shortage from the boathouse and the Council offered to temporarily fund the project with the expectation that through fundraising, the money would be paid back. The fundraising committee has updated the Council on different occasions, noting that no funds had been raised and the challenges of fundraising.

Currently, the school district leases the boathouse. News recently surfaced that the school district is going into a financial deficit and to mitigate the strain, the school district intends to cut their rowing programs at the boathouse. The school district board have not made financial decisions yet, but the rowing program is on the list of potential cuts.

Staff suggest that for future considerations for the boathouse, possibly having a request for proposals (RFP) for a boathouse manager to take over rowing. Staff will return to the Council with a draft request for proposal soon. Staff are hoping to get more answers from the school district board at a joint meeting between the Council and the Northshore School District Board on February 5, 2024.

C. Other

No additional staff reports.

COUNCILMEMBER REPORTS & COMMENTS

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 10:29 PM.

Nigel Herbig, Mayor

Anastasiya Warhol, City Clerk

DRAFT

**City of Kenmore
City Council Joint Meeting with Planning Commission
Special Meeting Minutes
Tuesday, January 16, 2024**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Councilmember Herbig
Deputy Mayor Melanie O’Cain
Councilmember Joe Marshall – Excused
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver – arrived at 5:47 PM
Councilmember Nathan Loutsis

Planning Commissioners:

Chair Dwight Thompson
Vice Chair Mike Vanderlinde
Commissioner Tracy Banaszynski
Commissioner Derek Wyckoff
Commissioner Saad Qadri – arrived at 6:00 PM
Commissioner David Dorrian
Commissioner Chris Olson

Staff:

City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan – Virtual
City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang
Planning Commission Clerk Shannon Tipple-Leen
Community Development Director Debbie Bent
Principal Planner Todd Hall

Speaking Guests: Ann Macfarlane, Jurrassic Parliament Professional Registered
Parliamentarian

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 5:42 PM.

MEET & GREET

The Councilmembers and Planning Commissioners shared a light meal and introduced themselves to one another.

PRESENTATION WORKSHOP

Professional Registered Parliamentarian Ann Macfarlane presented Jurassic Parliament parliamentary procedure workshop training titled, "Great City Meetings" for the City Council and the Planning Commission.

[Presentation Handout \(updated 01/16/2024\)](#)

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the special meeting at approximately 7:27 PM.

Nigel Herbig, Mayor

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
Thursday, January 18, 2024**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O’Cain
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
Deputy City Manager Stephanie Lucash
City Attorney Dawn Reitan
City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang
Co-Clerk Brian Randall
Housing and Human Services Manager Tambi Cork
Development Services Director Samantha Loyuk
Community Development Director Debbie Bent

Speaking Guests: Karen Peterson, Plymouth Housing Vice President of Real Estate
Elizabeth Murphy, Plymouth Housing Real Estate Development
Manager
Elsa Kings, A Regional Coalition for Housing (ARCH) Housing Trust
Fund Program Manager

Public Comments Speaking Guests:
Nathan MacDonald, Kenmore Resident
Kara Macias, Kenmore Resident
Edouard Lassalle, Kenmore Resident
Tracy Banaszynski, Kenmore Resident
Dakota Rash, Lake Forest Park Resident
Juliana Pooley, Kenmore Resident

Geoff Chism, Kenmore Resident
Dan Troyan, Kenmore Resident
Lou Novak, Kenmore Resident
Penny McGillivray, Kenmore Resident
James Lemcke, Kenmore Resident
Rachelle Stocum, Kenmore Resident
John Dolan, Kenmore Resident
Leanne Aten, Kenmore Resident
Melissa Pendleton, Kenmore Resident
David Black, Kenmore Resident
Janet Quinn, Kenmore Resident
Danielle Claar, Kenmore Resident
Susan Gardner, Kenmore Resident
Tom Herman, Kenmore Resident
Rebecca Adams, Kenmore Resident
Bob Greene, Kenmore Resident
Jeanne Galloway, Kenmore Resident
Amy Nelson, Kenmore Resident
Kristin Muller, Kenmore Resident
Linda Mitchell, Seattle Resident / Mary's Place Employee
Andrea Carnes, Kenmore Resident
Joe Hemnke, Kenmore Resident
Carl Michelman, Kenmore Resident – Virtual
Patrick O'Brien, Kenmore Resident
Stacey Valenzuela, Kenmore Resident – Virtual
Eli Ren, Kenmore Resident – Virtual
Chanin Kelly-Rae, Everett Resident – Virtual
Suzanne Garland, Kenmore Resident – Virtual
Heidi Shepherd, Shoreline Resident – Virtual
Sheila Walter, Kenmore Resident – Virtual
Heidi Braund, Kenmore Resident – Virtual
Laurie Sperry, Kenmore Resident – Virtual
Laura Hodge, Kenmore Resident
Peter Carr, Kirkland Resident / Kenmore Business Owner
William Moran, Kenmore Resident
Kris Gustafson, Kenmore Resident
Claire Robson, Bothell Resident
Glenn Rogers, Kenmore Resident
Karen Lee, Des Moines Resident / Plymouth CEO
Jeff Stockamp, Kenmore Resident
John Hendrickson, Kenmore Resident

Dennis Sills, Bothell Resident / Plymouth Employee
Aiden Thornsberry, Kenmore Resident
Dylan Thornsberry, Kenmore Resident
Jesse Simpson, Seattle Resident
Jane Lewis, Kenmore Resident
Stephanie Burrell, Kenmore Resident
Joe Nance, Kirkland Resident / Kenmore Business Owner
Chris Olson, Kenmore Resident
Brent Smith, Kenmore Resident
Landon B., Kenmore Resident
Diane Spencer, Kenmore Resident
Melissa Gustafson, Kenmore Resident
Theresa Dunning, Kenmore Resident
Vanessa Reid, Kenmore Resident
Courtney Gernhardt, Kenmore Resident
Carol Castellani, Kenmore Resident

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 6:00 PM.

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), the City Council entered an executive session to discuss potential litigation. This executive session lasted one hour, until approximately 7:00 PM. No final action was taken.

PUBLIC COMMENTS

The Council Chambers and Community Room were full of attendees. Overflow seating was provided in the foyer.

The City Council took comments from the public.

Timestamped link here:

https://www.youtube.com/live/82ZW5HA7A_A?si=EynNXYwv0eZZMxxK&t=4186

BUSINESS AGENDA

Plymouth Affordable Housing Project: Proposed Community Engagement and Timeline, presented by Deputy City Manager Stephanie Lucash, Housing and Human Services Manager Tambi Cork, and Plymouth Staff, *for Discussion and Direction*

[Agenda Bill - Plymouth Affordable Housing Project: Proposed Community Engagement and Timeline](#)

[Attachment 1 - Development Agreement \(from December 11, 2023 Meeting\)](#)

[Attachment 2 - Ordinance No. 23-0600 \(from December 11, 2023 Meeting\)](#)

[Attachment 3 - Example Good Neighbor Agreement Language](#)

[Attachment 4 - Frequently Asked Questions \(Added 1/18/2024\)](#)
[Presentation - Plymouth Affordable Housing Project](#)

Staff explained that affordable housing was and continues to be a top priority over the last few years. The Council has directed the Staff to create affordable housing policies, and to build affordable housing units. Procedurally, the Kenmore Municipal Code (KMC) requires that the Plymouth development agreement be answered in the form of an ordinance by the Council in one of three ways: approving, modifying, or denying. To date, the Plymouth Project has been brought before the Council approximately 19 times, in various mediums. In addition, the City has issued press releases, quarterly newsletters, mailings, and social media posts which mentioned Plymouth.

After a noisy disruption, Mayor Herbig reminded attendees not to talk back to the panelists and allow the panelists to finish presenting to the Council.

After gathering community input, Staff have created and provided an FAQ document providing answers to the most common questions. In addition, Staff have provided a modified development agreement option for the Council. While neither a change in location or in density are allowed by funders, the following modification options from the original agreement are being proposed: restricting the residency to seniors, aligning ground floor commercial space with Council's economic priorities, require a "Community Engagement Board", and require a "Good Neighbor Agreement". Each modification will have nuanced implications.

Plymouth Housing Staff explained the varied funding sources which included the Wahington State Housing Finance Commission (61%), City of Kenmore (11%), National Housing Trust Fund (9%), A Regional Coalition for Housing (7%), Washington State Department of Commerce's Housing Trust Fund (5%), Plymouth Housing Contribution (3%), Federal Home Loan Bank AHP (2%), and Connecting Housing to Infrastructure (1%). If the Development Agreement isn't approved by February 12, the project may lose 4.2 million dollars in National Housing Trust Funds, creating a funding gap.

City Staff presented a proposed community engagement plan initiated by a vote to approve or modify the Development Agreement. The engagement plan would involve two additional town halls, one additional public hearing, and three opportunities to comment at special or regular Council meetings between January 22nd and February 12th. Staff closed by saying they are proud of their continued efforts to deliver on the Council priority and direction around affordable housing.

Councilmembers asked many questions, such as the following:

- Where did we get the 55 and older standard for seniors? Plymouth answered that 55 was decided on as a trend from other locations.
- What are types of good neighbor agreements? City Staff noted that these can include operational, minimum performance expectations of the building operator, program rules or a code of conduct, safety security plan, a parking management plan are some examples. The agreements would need to be scrutinized to ensure there is enforcement power.
- Can the City require that only Northshore community members be prioritized? Plymouth Staff noted that they cannot break Fair Housing laws but will rely on local referrals to get as many locals into the building as possible.
- Are there options for a long-term lease? The ARCH Representative noted that it was possible.
- What is the expected mix of disabilities allowed? Plymouth answered by saying that disability can be seen as a spectrum of anxiety disorders to those who are wheelchair bound and mentally ill. They believe it'll be unlikely that the population will be predominantly severely mentally ill persons. The program will not utilize King County's coordinated entry system.
- Can the City get referrals from Mary's Place even though those are often women with children? The Plymouth team noted that Mary's place serves independent women as well.
- What type of services and staff ratio will be offered? Plymouth Staff explained that the building is funded to have 4 or 5 case workers and each worker would have a caseload of approximately 20 cases. A tenant support aid, and other staff will be available. There will be at least two staff present during the daytime.
- Is it possible for tenants to have partners or guests to stay with them in the apartment? Plymouth stated that a partner would need to be added to the lease, but it would be allowed.
- Is a ground lease agreement a possible modification? An ARCH representative responded by saying yes.

Councilmembers offered closing remarks prior to the vote.

MOTION: Deputy Mayor O'Cain moved to Deny the Development Agreement and Direct staff to bring an ordinance denying the Plymouth Development Agreement for potential adoption at the 1/22 regular meeting and place that ordinance on the 1/22 Consent Agenda. Councilmember Marshall seconded the motion.

VOTE: 4 Yes – O'Cain, Marshall, Srebnik, Loutsis; 3 No – Culver, Sasson, Herbig; 0 Abstain.

MOTION PASSES.

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 11:05 PM.

Nigel Herbig, Mayor

Anastasiya Warhol, City Clerk

DRAFT

**City of Kenmore
City Council Meeting
Special Meeting Minutes
Monday, January 22, 2024**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O’Cain
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
City Attorney Dawn Reitan
City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang
Housing and Human Services Manager Tambi Cork

Speaking Guests: Morgan Damerow, Attorney General’s Office
Melissa Scheibe, Attorney General’s Office

Public Comments Speaking Guests:
Nathan MacDonald, Kenmore Resident
Kara Macias, Kenmore Resident
Shannon Beaty, Kenmore Resident
Leanne Aten, Kenmore Resident
Kevin Tahmoresi, Kenmore Resident
Roman Kesselman, Kenmore Resident
Tom Cass, Kenmore Resident
David Dorrian, Kenmore Resident
Patrick O’Brien, Kenmore Resident
Janet Quinn, Kenmore Resident
Laura Hodge, Kenmore Resident
Dan Troyan, Kenmore Resident
Joe Nance, Kirkland Resident / Kenmore Business Owner
Chris Olson, Kenmore Resident

Richard Lewis, Kenmore Resident
Jeff Stockamp, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
Tracy Banaszynski, Kenmore Resident

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 6:00 PM.

TRAINING

Morgan Damerow and Melissa Scheibe from the Attorney General's Office presented training on the Open Public Meetings Act and Public Records Training for the City Council.
[Presentation](#)

LAND ACKNOWLEDGEMENT

Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Former Councilmember David Baker led the Council in the flag salute.

AGENDA APPROVAL

The presentation was removed from the agenda to be brought back at a future meeting.

PROCLAMATION

Mayor Herbig, on behalf of the Kenmore City Council, proclaimed February 2024 as Black History Month in the City of Kenmore.
[Black History Month Proclamation](#)

PUBLIC COMMENTS

The City Council took comments from the public.

Timestamped link here: <https://www.youtube.com/live/uqUTwR0kXJ0?si=4XnR-zREruWtJFW0&t=5808>

WHERE'S THE FUN?

City Manager Rob Karlinsey highlighted a Kenmore Love Note from Monday, January 15th. Maura Query from Thoughtful Citizens held a volunteer event at Log Boom Park. Volunteers collected litter to beautify and serve the community in honor of Martin Luther King Jr.

CONSENT AGENDA

A. Cancel the City Council Regular Meeting of February 19, 2024 (and February 20, 2024).

- B. Approve Total Check # 53569 through 53627 totaling \$229,129.47 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 12/29/2023 in the amount totaling \$249,227.57, and ACH Payment #s 1504 through 1519 totaling \$41,514.15.
[Voucher Certification and Approval 12/23/2023 - 12/31/2023](#)
- C. Adopt Ordinance No. 24-0605 Disapproving and Denying the Proposed Development Agreement for Real Property Located at 6532 Bothell Way NE, Kenmore, Between the City of Kenmore, Plymouth Housing Group, and Kenmore Housing, LLC. *(Added 1/19/2024)*
[Agenda Bill - Deny Plymouth Proposed Development Agreement - 6532 Bothell Way NE](#)
[Attachment 1- Development Agreement](#)
[Attachments 2 and 3 - Ordinance No. 24-0605 & Exhibit 1 - Denying Plymouth Development Agreement](#)
- D. Authorize the City Manager to execute Contract No. 23-C2995 with Kimley-Horn, in an amount not to exceed \$85,000, for assistance with Comprehensive Plan and Code Amendments related to Middle Housing as required by law. *(Added 1/17/2024)*
[Agenda Bill - Contract No. 23-C2995](#)

Councilmember Culver removed Item C from the Consent Agenda.

MOTION: Councilmember Srebnik moved to approve the consent agenda items A, B, and D. Councilmember Culver seconded the motion.
VOTE: Consent Agenda minus item C was approved by UNANIMOUS CONSENT

MOTION: Deputy Mayor O’Cain moved to adopt Ordinance No. 24-0605 to deny the Development Agreement for real property located at 6532 Bothell Way NE, Kenmore Washington, 98028, between the City of Kenmore, Plymouth Housing Group, and Kenmore Housing, LLC. Councilmember Marshall seconded the motion.
VOTE: 5 Yes – O’Cain, Marshall, Sasson, Srebnik, Loutsis; 2 No – Culver, Herbig; 0 Abstain.
MOTION PASSES

PRESENTATION

The scheduled presentation was removed from the agenda during Agenda Approval.

STAFF REPORTS

There were no staff reports.

COUNCILMEMBER REPORTS & COMMENTS

2024 City Council Regional Committee Assignments, *for review and updates*

[Agenda Bill - 2024 Council Committee Appointments](#)

[Attachment 1 - 2023 Council Committee List](#)

[Attachment 2 - NUHSA Letter, dated 10/13/2023](#)

Councilmembers discussed appointments to regional boards/committees and made the following changes:

- Eastside Transportation Partnership (ETP) – Added Councilmember Loutsis
- SeaShore Transportation Forum – Added Councilmember Loutsis
- Sound Cities Association Public Issues Committee (SCA PIC) – Added Mayor Herbig as the voting position and Deputy Mayor O’Cain as Alternate
- Water Resource Inventory Area #8 – Added Councilmember Culver as Alternate
- Northshore Park and Recreation Board– Added Councilmember Loutsis as Alternate
- North King County Coalition on Homelessness – Added Councilmember Sasson
- North Urban Human Services Alliance – Added Councilmember Sasson

EXECUTIVE SESSION

The scheduled executive session was canceled.

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 8:48 PM.

Nigel Herbig, Mayor

Anastasiya Warhol, City Clerk



Page 40 of 272

Voucher Certification and Approval

City of Kenmore

DATE RANGE: 12/31/2023 - 1/19/2024

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

Total ACH Payments #1520-1523:	\$ 276,895.99
Total Checks #53628 through 53707:	\$ 2,181,484.17
Total Payroll Electronic Deposits: Payroll/Taxes/Flex Spending/Health Savings/Retirement, Dated 1/12/2024	\$ 249,080.24
Total Paychecks #10251-10252	\$ 946.24

Rob Karlinsey
[Rob Karlinsey \(Jan 30, 2024 20:30 PST\)](#)
City Manager / Date

Jan 30, 2024

Melinda Merrell
[Melinda Merrell \(Jan 30, 2024 13:37 PST\)](#)
Finance & Administrative Services Director / Date

Jan 30, 2024

Vendor Name	Payment Number	Payment Date	Description (Payable)	Amount
KBA INC.	1520	12/31/2023	Nov & Dec 2023 Consult Svcs. Tl'awh-ah-dees Park Water Access & W Sammamish River Bridge	5,120.32
THOMCO CONSTRUCTION, INC.	1521	12/31/2023	T41 Juanita Drive NE (20-C2144)	258,723.22
KBA INC.	1522	12/31/2023	Dec 2023 add'l Tl'awh-ah-dees Park Eng. Svcs	489.20
MOTT MACDONALD	1523	12/31/2023	Nov & Dec 2023 Tl'awh-ah-dees Park Design Svcs	12,563.25
AMERICAN GENERAL LIFE GPO/400S	53628	01/12/2024	Life Insurance	220.33
HRA VEBA TRUST	53629	01/12/2024	HRA VEBA - Employer 1st Half 2024	24,941.03
MISSION SQUARE / 109964	53630	01/12/2024	City of Kenmore 401a & 401a Loan	27,483.78
MISSION SQUARE 457 / 304745	53631	01/12/2024	457 Deferred Compensation Plan	6,771.54
DEPARTMENT OF LABOR AND INDUSTRIES	53632	12/31/2023	Balance due for Volunteer Hours	17.73
ALPHAGRAPHS	53633	12/31/2023	Business Cards - 16 employees	741.99
AM TEST, INC	53634	12/31/2023	Dec 2023 Swam Creek TMDL	240.00
AMERICALL	53635	12/31/2023	Dec 2023 Remote Receptionist	164.66
ASPECT CONSULTING LLC	53636	12/31/2023	Dec 23 Boyds Dry Cleaner Site Remediation	1,882.50
COMCAST BUSINESS	53637	12/31/2023	City Hall Internet & Cable	157.66
COMCAST BUSINESS	53638	12/31/2023	Tl'awh-ah-dees park Internet	71.95
FLEMINGS HOLIDAY LIGHTING LLC	53639	12/31/2023	Remain 25% due for Holiday Lighting Removal	2,247.17
HDR ENGINEERING, INC	53640	12/31/2023	Dec 2023 Eng. Svcs T41 Juanita Dr NE (16-C1625)	22,232.11
HEALTH MANAGEMENT ASSOCIATES INC	53641	12/31/2023	Dec 2023 Human Services Needs Assessment	8,722.50
KING COUNTY RECORDER'S OFFICE	53642	12/31/2023	Void	-
KING COUNTY SHERIFF	53643	12/31/2023	2022 Retro KCSO Police Services and OT for Summer Concerts, RADAR	108,881.93
MELINDA MERRELL	53644	12/31/2023	Years of Service Thank You cards & raffle GC	93.86

IX. G. Approve
Total Check #s 53628 through 53707 totaling \$2,181,484.17...

<u>Vendor Name</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Description (Payable)</u>	<u>Amount</u>
MILLER STEPHENS, MARY	53645	12/31/2023	Sept 2023 Public Defense Services SCORE	1,250.00
OSBORN CONSULTING INC.	53646	12/31/2023	Nov 2023 SWM on-call NE 190th Culvert & Dec 2023/Jan 2024 SWM On-call Fish barrier	45,040.26
PUGET SOUND ENERGY	53647	12/31/2023	Electric: City Hall, Park Collective, T41 Juanita Ped/Bike Project, Meters for W. Sammamish River	27,011.28
REPUBLIC SERVICES #172	53648	12/31/2023	Dec 23 City Hall, PW Shop & Rhodo. Park Solid Waste	1,617.42
SARABJIT MANN	53649	12/31/2023	ROW Deposit Refund, Receipt R00003355	7,500.00
SEATTLE TIMES	53650	12/31/2023	Dec 2023 Legal Notices & Holiday Ads	944.86
SNOHOMISH COUNTY	53651	12/31/2023	Dec 2023 Drainage Maint. Disposal	2,586.00
STATE AUDITOR'S OFFICE	53652	12/31/2023	2021 & 2022 Financial & Accountability Audit	10,480.42
STEWART MACNICHOLS HARMELL, INC.	53653	12/31/2023	Dec 2023 Public Defense Services	5,000.00
TOTAL LANDSCAPE CORP	53654	12/31/2023	Dec 2023 Parks Landscape Maintenance	2,257.05
U.S. BANK	53655	12/31/2023	W&W Bond Fiscal Agent Fees-2016 & 2021 Issue	700.00
U.S. BANK	53656	12/31/2023	PW Shop Bond Fiscal Agent Fees	200.00
UTILITIES UNDERGROUND LOCATION CTR	53657	12/31/2023	Dec 2023 Utility Locates	156.09
VERIZON WIRELESS	53658	12/31/2023	Dec 23 Staff Cell Phones & Data Plans	80.06
WAPRO	53659	12/31/2023	WAPRO Membership Dues Dec 23-Nov 24	25.00
WESTLAKE HARDWARE WA-153	53660	12/31/2023	Material- Parks, ROW, Traffic Count Program	203.26
XEROX CORPORATION	53661	12/31/2023	Dec 23 Copier Rental & Overage	572.14
ZIPLY FIBER	53662	12/31/2023	12/28-1/27/24 City Hall Phones	674.74
GYPSY ROWS	53663	12/31/2023	SNAP/EBT Reimbursement	12.00
MINUTEMAN PRESS	53664	12/31/2023	Replace Check # 46069	2,243.16
MINUTEMAN PRESS	53665	12/31/2023	Replace Checks #44433, 46069, 53028, 53433	16,926.73
MINUTEMAN PRESS	53666	12/31/2023	Replace Check # 49746	4,257.31
SOFTWAREONE, INC.	53667	01/19/2024	2024 MS 365 and Active Directory License, Remote Desktop 2yr License,	20,361.43
ASSOCIATION OF WA CITIES	53668	01/19/2024	2024 AWC Memberships: City, WC Retro Program, Drug & Alcohol Consortium	22,510.15
AURORA RENTS	53669	01/19/2024	Equipment Rentals for SW W012398-grates	568.34
BASTYR UNIVERSITY	53670	01/19/2024	2024 Bastyr Athletic Field Rent	50,000.00
BCN TELECOM, INC.	53671	01/19/2024	1/15-2/14 City Hall Phones	869.56
BOTHELL KENMORE CHAMBER OF COMMERCE	53672	01/19/2024	2024 Annual Membership	1,500.00
CALPORTLAND COMPANY	53673	01/19/2024	Rock/gravel for Rhodo. Park Service Lot	483.12
CASCADE PEST CONTROL	53674	01/19/2024	Monthly Pest Control Rhododendron Park	167.35
COMCAST	53675	01/19/2024	Jan 2024 City Hall & Hangar Internet	2,109.20
E SQUARED SYSTEMS, LLC	53676	01/19/2024	Quarterly Boathouse Fire Alarm Monitoring	132.12
ECIVIS, INC.	53677	01/19/2024	2024 Cost Allocation Software Renewal	4,000.00
GCP WW HOLDCO, LLC	53678	01/19/2024	Safety Boots - Paul 2024	365.75
HORIZON DISTRIBUTORS INC	53679	01/19/2024	Turfgr for Rhododendron Park	6.85

IX. G. Approve
Total Check #s 53628 through 53707 totaling \$2,181,484.17...

<u>Vendor Name</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Description (Payable)</u>	<u>Amount</u>
HP'S SMOKEHOUSE BBQ	53680	01/19/2024	Dinner for 1/16/2024 Joint CC/PC Mtg	330.00
IWORQ SYSTEMS	53681	01/19/2024	Annual Software Support Franchise Utility ROW	2,800.00
JOHN VICENTE	53682	01/19/2024	Transportation Research Board Ann. Mtg Per Diem	434.50
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY	53683	01/19/2024	2024 KCRHA Human Services Contracts	38,000.00
LIGHTHOUSE CONSULTING INC	53684	01/19/2024	2024 Firewall Software Renewal	3,638.81
MICHELLE KANG	53685	01/19/2024	Refreshments for City Wide Training	82.64
MR. T'S TROPHIES & AWARDS LLC	53686	01/19/2024	Laser Nametags	28.52
NORTHWEST TROPHY	53687	01/19/2024	Council & PC Dais Plates, CMO Name Tags	620.69
OLYMPIC NURSERY INC	53688	01/19/2024	Trees for Park Plantings	924.00
ONTRA MARKETING GROUP	53689	01/19/2024	Q1 2024 Kenmore Cares Website Hosting Fee	75.00
O'REILLY/FIRST CALL	53690	01/19/2024	Fleet Supplies - Streets, SR522 Irrigation Supplies	92.44
OSBORN CONSULTING INC.	53691	01/19/2024	Dec 23 Muck Creek Mitigation	1,133.01
QUADIENT LEASING USA, INC.	53692	01/19/2024	1/27-4/26/2024 Postage Meter Rental	710.14
REGIONAL CRISIS RESPONSE AGENCY	53693	01/19/2024	Q1 2024 Regional Crisis Response Program	38,459.75
SHERWIN WILLIAMS CO.	53694	01/19/2024	Paint SR23048 Log Boom Park Restrooms Ext.	53.94
SISKUN POWER EQUIPMENT	53695	01/19/2024	Streets Equip. Repairs - Pole Pruner, Hedge Trimmer, Blower, Trimmer	955.01
STAPLES	53696	01/19/2024	City Hall & Hangar Maint. Supplies	364.89
STAPLES	53697	01/19/2024	Parks & Facilities Maintenance Supplies	739.86
STAPLES	53698	01/19/2024	Parks Maintenance Supplies	122.35
SUNBELT RENTALS	53699	01/19/2024	Chipper Rental - Rhododendron Park	548.10
WA CITIES INSURANCE AUTHORITY	53700	01/19/2024	2024 Liability, Property, Auto Ins.	795,456.00
WESTERN DISPLAY FIREWORKS, LTD.	53701	01/19/2024	July 4th 2024 Fireworks Vendor Deposit	7,500.00
WM CORPORATE SERVICES INC.	53702	01/19/2024	Sweeper Dump Fees	2,752.98
KING COUNTY RECORDER'S OFFICE	53703	12/31/2023	Fees for Tl'awh-ah-dees Park Notice	100.00
LAKE CITY PARTNERS ENDING HOMELESSNESS	53704	12/31/2023	Q4 2023 ARPA Homelessness Response Pilot	12,500.00
NORTHSHORE SCHOOL DISTRICT	53705	12/31/2023	2023 School Impace Fee Remittance	559,090.00
TASTAD CONTRUCTION INC	53706	12/31/2023	NE 190th St Fish Culvert	275,772.65
WASHINGTON STATE OFFICE CASH MGMT	53707	12/31/2023	Q4 2023 State Building Permit Fees	516.50
DRS 457	DFT0001804	1/12/2024	DRS 457 Deferred Comp	615.00
AVIDIA HEALTH	DFT0001805	1/12/2024	Employee Health Savings Contribution	348.08
NAVIA	DFT0001806	1/12/2024	HSA - Employer	11,000.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001807- 1815	1/12/2024	Public Employees Retirement	37,470.86
NAVIA	DFT0001816	1/12/2024	Employee Flexible Spending Account	1,051.07
BANK OF AMERICA 941	DFT0001817	1/12/2024	Federal Taxes	28,974.89
PAYROLL	EFT	1/12/2024	Direct Deposit	169,620.34
JON CULVER	10251	1/12/2024	PAYROLL	473.12
VALERIE SASSON	10252	1/12/2024	PAYROLL	473.12

TOTAL	2,708,406.64
--------------	---------------------

IX. G. Approve
Total Check #s 53628 through 53707 totaling \$2,181,484.17...



Vendor Purchasing Report

For Date Range 01/01/2024 - 01/19/2024

City of Kenmore

Page 43 of 272

Name	Amount
ALPHAGRAPHS	741.99
AMERICALL	164.66
AMERICAN GENERAL LIFE GPO/400S	220.33
ASPECT CONSULTING LLC	1,882.50
ASSOCIATION OF WA CITIES	22,510.15
AURORA RENTS	568.34
AVIDIA HEALTH	348.08
BANK OF AMERICA 941	28,974.89
BCN TELECOM, INC.	869.56
BOTHELL KENMORE CHAMBER OF COMMERCE	1,500.00
CALPORTLAND COMPANY	483.12
CASCADE PEST CONTROL	167.35
COMCAST	2,109.20
COMCAST BUSINESS	229.61
DEPARTMENT OF RETIREMENT SYSTEMS	37,470.86
DRS 457	615.00
E SQUARED SYSTEMS, LLC	132.12
FLEMINGS HOLIDAY LIGHTING LLC	2,247.17
GCP WW HOLDCO, LLC	365.75
HDR ENGINEERING, INC	22,232.11
HEALTH MANAGEMENT ASSOCIATES INC	8,722.50
HORIZON DISTRIBUTORS INC	6.85
HP'S SMOKEHOUSE BBQ	330.00
HRA VEBA TRUST	24,941.03
iWORQ SYSTEMS	2,800.00
JOHN VICENTE	434.50
KBA INC.	4,267.55
KING COUNTY RECORDER'S OFFICE	100.00
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY	38,000.00
LAKE CITY PARTNERS ENDING HOMELESSNESS	12,500.00
LIGHTHOUSE CONSULTING INC	3,638.81
MELINDA MERRELL	93.86
MICHELLE KANG	82.64
MISSION SQUARE / 109964	27,483.78
MISSION SQUARE 457 / 304745	6,771.54
MOTT MACDONALD	9,251.01
MR. T'S TROPHIES & AWARDS LLC	28.52
NAVIA	12,051.07
NORTHWEST TROPHY	620.69
OLYMPIC NURSERY INC	924.00
ONTRA MARKETING GROUP	75.00
O'REILLY/FIRST CALL	92.44
OSBORN CONSULTING INC.	2,067.19
PUGET SOUND ENERGY	11,546.53
SARABJIT MANN	7,500.00
SHERWIN WILLIAMS CO.	53.94
SISKUN POWER EQUIPMENT	955.01
SNOHOMISH COUNTY	2,586.00
SOFTWAREONE, INC.	20,361.43
STAPLES	1,227.10
STATE AUDITOR'S OFFICE	10,480.42

IX. G. Approve

Total Check #s 53628 through 53707 totaling \$2,181,484.17...

Name	Amount
STEWART MACNICHOLS HARMELL, INC.	5,000.00
SUNBELT RENTALS	548.10
WA CITIES INSURANCE AUTHORITY	795,456.00
WESTERN DISPLAY FIREWORKS, LTD.	7,500.00
WM CORPORATE SERVICES INC.	2,752.98
XEROX CORPORATION	572.14
	1,145,655.42



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: A Regional Coalition for Housing (ARCH): 2024 Work Program & Administrative Budget; Fall 2023 Housing Trust Fund Projects Proposed Council Action/Motion: • Motion to approve the ARCH 2024 Budget including Kenmore's contribution of \$71,011. • Motion to approve the ARCH 2024 Work Program. • Motion to approve the ARCH Executive Board's recommended Fall 2023 Housing Trust Fund Projects including Kenmore's \$22,400 share of funding.	For Council Meeting Agenda of: 02/12/24 Department: Community Development Prepared by: Debbie Bent, Community Development Director <table border="0"><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>DB1/30/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>N/A</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>MM 1/30/24</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 1/31/24</u></td></tr></tbody></table> Attachments/Exhibits: 1) ARCH 2024 Budget and Work Program 2) ARCH Fall 2023 Housing Trust Fund Projects		<u>Initial & Date</u>	Approved by Department Head:	<u>DB1/30/24</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>MM 1/30/24</u>	Approved by City Manager:	<u>RK 1/31/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>DB1/30/24</u>										
Approved by City Attorney:	<u>N/A</u>										
Approved by Finance Director:	<u>MM 1/30/24</u>										
Approved by City Manager:	<u>RK 1/31/24</u>										
Summary: Staff recommends Council approve the ARCH 2024 Administrative Budget and Work Program. Staff also recommend the Council approve the recommended Fall 2023 Housing Trust Fund projects.											
Information/Background: ARCH 2024 Administrative Budget: Under the terms of the ARCH Interlocal Agreement, each member jurisdiction must annually approve the ARCH Administrative Budget. Each member jurisdiction contributes annually to ARCH to provide administrative and technical support for the organization's housing activities. The ARCH Executive Board has approved the 2024 Administrative Budget proposal (see Attachment #1) and has forwarded it to members for adoption. The 2024 ARCH administrative budget is \$2,254,199 including Kenmore's contribution of \$71,011. ARCH 2024 Work Program: Under the terms of the ARCH Interlocal Agreement, each member jurisdiction must annually approve the ARCH Work Program. The ARCH Executive Board has approved the 2024 Work Program (see Attachment #1) and forwarded it to the members for approval. Fall 2023 Housing Trust Fund Projects: Under the terms of the ARCH Interlocal Agreement, each member jurisdiction must approve the funding for Housing Trust Fund projects. Based on the recommendations of the ARCH Citizen Advisory Board, the Executive Board approved funding recommendations for \$6.1 million, which provides full funding for two projects and partial funding for three projects including \$250,000 for the Larus Housing project in Kenmore located at 7520 NE Bothell Way (See Page 6 of Attachment #2). Kenmore's share of the funding is \$22,400. As of 1/31/24 there											

has not been any discussion by the Executive Board regarding reallocation of ARCH funds previously allocated to the Plymouth Housing Project.

Background: A Coalition for Housing (ARCH) is comprised of fifteen East King County cities and King County. Through the technical assistance to its members on housing policy and plan development, combined with ARCH Housing Trust Fund investments, ARCH helps local jurisdictions meet the obligations of the Growth Management Act to provide for housing opportunities that are affordable to a wide range of incomes.

Fiscal Consideration: The 2023-2024 City of Kenmore budget includes \$97,000 for ARCH administrative costs and \$124,000 Housing Trust Fund allocation. ARCH administrative costs in 2023 were \$62,304 and in 2024 are \$71,011. A budget adjustment of \$36,315 is needed in 2024 to cover increased ARCH administrative costs.

City Council Priority

2024 Council Priorities: Priority #1 Increase and preserve the options for affordable housing stock.



A Regional Coalition for Housing

Page 47 of 272

Celebrating 30 years of bringing cities together to house East King County

Together Center Campus
16307 NE 83rd St, Suite 201
Redmond, WA 98052
(425) 861-3677

MEMORANDUM

Date: September 20, 2023

From: Lindsay Masters, ARCH Executive Director

To: ARCH Member Councils

Subject: ARCH 2024 Budget and Work Program

Please find attached the 2024 ARCH Budget and Work Program, which was adopted by a unanimous vote of the ARCH Executive Board in June of 2023. This memo provides an overview of the final budget and work program, as well as an update on work program priorities identified by the Board.

2024 Administrative Budget and Work Program

This year the ARCH Executive Board initiated a strategic planning process that will provide direction on ARCH's priorities, how to address varying needs among ARCH members and work most effectively as a coalition to advance our mission. We look forward to engaging with members and other stakeholders on this process in the coming months. While this process is underway, the Board decided to maintain ARCH's current budget and work program, with some minor adjustments noted below.

Administrative Budget Highlights

- Constant staffing levels will maintain current levels of support for policy and planning and administration of local housing programs, including the ARCH Homeownership Program, ARCH Rental Program, local Incentive Programs, ARCH Trust Fund and Bellevue Housing Stability Program.
- New funding (\$95,000) was approved for outside legal counsel to help supplement the current capacity provided by the Bellevue City Attorney's Office. The Board also authorized the use of ARCH reserves for one-time legal expenses.

ARCH MEMBERS

IX. H. Approve the A Regional Coalition for Housing (ARCH) 2024 Budget, ...

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦
ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDNA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦
SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

Work Program Highlights

ARCH's Work Program will continue to provide core services in five key areas: affordable housing investment, housing policy and planning, housing program administration, education and outreach, and general administration. In addition, the Work Program details specific support requested by individual member jurisdictions based on local housing plans and initiatives.

Across this Work Program, the ARCH Executive Board elevated several priorities for the coming year. Following is a description of these priorities and an update on work to date:

- **Implement actions and recommendations from ARCH's strategic planning process.** ARCH hired Loveall Price and Associates (LPA) and kicked off its strategic planning process earlier this year. We look forward to engaging members along the way and taking actions to implement the ultimate recommendations in 2024.
- **Facilitate and advance proposals for dedicated revenue sources for affordable housing in East King County.** Following our successful collaboration last year to identify a priority revenue source for affordable housing, ARCH is continuing to engage members on legislative advocacy to pursue new options such as using Real Estate Excise Tax (REET) funding for affordable housing. We are proud of the strong advocacy by many of our members to enable us to invest more in affordable housing.
- **Assist members to implement policies to reduce cost burden in affordable housing.** Starting last fall, ARCH has undertaken a robust policy development process that tackles how rent limits are allowed to increase in local affordable housing programs. A recommendation from the ARCH Executive Board is planned by the end of this year, to be followed by collaboration with members to consider adoption at the local level.
- **Convene members to advance one or two strategic legislative priorities that impact local jurisdictions' ability to address affordable housing needs.** ARCH worked with member staff and lobbyists to conduct a legislative workshop and survey to help shape common priorities around housing. The results of this work led to the development of two recommended priorities, which will be transmitted to members for consideration as part of your legislative agendas.
- **Advance the development of high impact special projects, including transit-oriented development (TOD) projects and other projects on public lands.** ARCH is working closely with Kenmore, Redmond and Bellevue on several high priority projects on public land, including significant TOD projects that are well underway. These projects are expected to deliver hundreds of affordable units in areas near transit and other amenities. We also serve as a continual resource to faith communities and others interested in using their property for affordable housing.

- **Support members with implementation of Comprehensive Plan updates and compliance with state mandates such as HB 1220 and HB 1110.** ARCH is continuing to provide housing data and other support as needed by members for Comprehensive Plan Updates. In addition, ARCH has initiated discussions to identify areas for collaboration among members as they take steps to comply with HB 1110, which will create significant opportunities to add new and affordable housing options across member jurisdictions.
- **Continue to provide excellent stewardship of affordable housing assets.** ARCH staff remain committed to consistent monitoring and stewardship of the collective affordable housing created by members. Monitoring activities are included in regular reports to the ARCH Board, which continues to evaluate appropriate staffing levels to keep up with the growth in ARCH programs.

Conclusion

Thank you for your support of our shared mission. Your continued commitment has helped to create a strong coalition that together will have a lasting impact on housing opportunities in our region.

Attachments:

1. 2024 ARCH Administrative Budget
2. 2024 ARCH Work Program

Final 2024 ARCH Administrative Budget

ARCH Executive Board Recommendation

June 2023

	2023 Adopted Budget	Final 2024 Recommended Budget	% Change
I. TOTAL EXPENSES	\$ 1,874,248	\$ 2,254,199	20%
A. Personnel	\$ 1,717,777	\$ 1,981,178	15%
Salaries	\$ 1,286,581	\$ 1,492,415	
Benefits	\$ 431,196	\$ 488,763	
12 FTEs (incl. 1 dedicated to Bellevue Housing Stability Program)			
Note: % change in budget for existing staff is 5%.			
B. Operating	\$ 103,142	\$ 108,192	4.9%
Rent & Utilities	\$ 38,117	\$ 44,133	
Telephone	\$ 7,518	\$ 7,819	
Travel/Training	\$ 2,600	\$ 2,600	
Auto Mileage	\$ 3,000	\$ 1,500	
Postage/Printing Costs	\$ 2,600	\$ 2,678	
Office Supplies/Furnishing	\$ 5,027	\$ 2,500	
Internet/Website Fees	\$ 3,214	\$ 3,342	
Periodical/Membership	\$ 11,400	\$ 15,000	
Misc. (events, job posting fees, etc.)	\$ 2,080	\$ 3,000	
Equipment Replacement	\$ 7,280	\$ 4,500	
Database/software licensing	\$ 20,307	\$ 21,120	
C. In-Kind Admin/Services	\$ 28,329	\$ 44,830	58%
Insurance	\$ 15,750	\$ 32,000	
IT Services	\$ 12,579	\$ 12,830	
D. Grants and Consultant Contracts	\$ 25,000	\$ 120,000	380%
Consultant Contracts	\$ 25,000	\$ 25,000	
Outside Legal Counsel Contract		\$ 95,000	

	2023 Adopted Budget			Final 2024 Recommended Budget			% Change
		City Per Capita \$2.58 KC Per Capita \$2.16	Add'l \$0.36 Per Capita or \$3k minimum		City Per Capita \$2.87 KC Per Capita \$2.49	Add'l \$0.38 Per Capita	
II. TOTAL INCOME	\$1,874,248			\$ 2,254,199			20%
	TOTAL	BASE	ADD'L				
A. Member Contributions (General Fund \$)	\$1,687,043	\$1,550,543	\$136,500	\$ 1,910,802	\$ 1,764,978	\$ 145,825	13%
Beaux Arts Village	\$2,653	\$2,653		\$ 3,019	\$ 3,019		14%
Bellevue	\$429,021	\$376,377	\$52,644	\$ 485,060	\$ 428,932	\$ 56,127	13%
Bothell	\$119,461	\$119,461	\$0	\$ 135,990	\$ 135,990	\$ -	14%
Clyde Hill	\$8,653	\$8,653		\$ 8,954	\$ 8,954		3%
Hunts Point	\$2,653	\$2,653		\$ 3,019	\$ 3,019		14%
Issaquah	\$113,628	\$99,685	\$13,943	\$ 126,837	\$ 112,160	\$ 14,677	12%
Kenmore	\$62,304	\$59,154	\$3,150	\$ 71,011	\$ 67,646	\$ 3,365	14%
Kirkland	\$267,567	\$234,734	\$32,833	\$ 297,651	\$ 263,209	\$ 34,442	11%
Medina	\$8,455	\$8,455		\$ 8,408	\$ 8,408		-1%
Mercer Island	\$69,646	\$66,496	\$3,150	\$ 76,611	\$ 73,246	\$ 3,365	10%
Newcastle	\$34,255	\$31,105	\$3,150	\$ 40,281	\$ 36,916	\$ 3,365	18%
Redmond	\$199,499	\$175,019	\$24,480	\$ 234,358	\$ 207,240	\$ 27,118	17%
Sammamish	\$171,231	\$168,081	\$3,150	\$ 194,426	\$ 191,060	\$ 3,365	14%
Woodinville	\$33,578	\$33,578	\$0	\$ 38,041	\$ 38,041	\$ -	13%
Yarrow Point	\$3,484	\$3,484		\$ 3,920	\$ 3,920		12%
King County	\$160,957	\$160,957		\$ 183,216	\$ 183,216		14%
B. Bellevue Detail	\$ 429,021			\$ 661,142			54%
Cash Contributions	\$ 215,762			\$ 233,409			
In-Kind Contributions	\$ 213,259			\$ 427,733			
Personnel	\$ 184,930			\$ 382,903			
Insurance	\$ 15,750			\$ 32,000			
IT Services	\$ 12,579			\$ 12,830			
C. Other Income	\$ 187,205			\$ 167,315			-11%
Homeownership Program Fees	\$ 185,000			\$ 165,000			
Existing Administrative Fees	\$ -			\$ -			
Interest Earned	\$ 2,205			\$ 2,315			
III. RESERVES, CONTINGENT INCOME AND EXPENSES							
Note: This section expresses intended use of any excess revenues above levels needed to cover basic operating costs, as authorized by the ARCH Board, and any agreement by an ARCH member to fund work under section 13 of the ARCH Interlocal Agreement							
A. Contingent Expenses							
Replenish operating reserves	\$ -			\$ -			
Staffing/Administrative Expenses	\$ 150,000			\$ 150,000			
Other Services/Consulting	\$ 300,000			\$ 300,000			
B. Contingent Revenue							
Excess Administrative Fees	\$ 100,000			\$ 100,000			
Service Fees	\$ 50,000			\$ 50,000			
Grant Funding	\$ 500,000			\$ 145,000			
Board-Approved Reserves	\$ 100,000			\$ 155,000			

ARCH WORK PROGRAM: 2024

Contents

2024 Priorities.....	2
I. AFFORDABLE HOUSING INVESTMENT	2
A. ARCH Housing Trust Fund.....	2
B. Bellevue Housing Stability Program	3
C. Special Projects and Other Local Housing Investments	3
II. HOUSING POLICY AND PLANNING	4
A. Local Policy, Planning and Code Development	4
B. Inter-Local / Eastside Planning Activities	4
C. State Legislative Activities	5
D. Regional/Countywide Planning Activities	6
III. HOUSING PROGRAM IMPLEMENTATION	6
A. Administration of Housing Incentive and Inclusionary Programs	6
B. Stewardship of Affordable Housing Assets	7
IV. EDUCATION AND OUTREACH	8
A. Housing 101/Education Efforts	8
B. Information and Assistance for the Public	8
C. Equitable Access to Affordable Housing in East King County.....	9
V. ADMINISTRATION	9
A. Administrative Procedures.....	9
B. Organizational Assessment and Planning	9
Attachment A: Local Planning Efforts by City	10

ARCH WORK PROGRAM: 2024

2024 Priorities

In 2024, ARCH will elevate the following priorities in its Work Program:

- Implement actions and recommendations from ARCH’s strategic planning process
- Facilitate and advance proposals for dedicated revenue sources for affordable housing in East King County
- Assist members to implement policies to reduce cost burden in affordable housing
- Convene members to advance one or two strategic legislative priorities that impact local jurisdictions’ ability to address affordable housing needs
- Advance the development of high impact special projects, including transit-oriented development projects and other projects on public lands
- Support members with implementation of Comp Plan updates and compliance with state mandates such as HB 1220 and HB 1110
- Continue to provide excellent stewardship of affordable housing assets

I. AFFORDABLE HOUSING INVESTMENT

A. ARCH Housing Trust Fund

Parity Goals. Develop updated goals for member investments through the ARCH HTF.

Annual Funding Round. Develop funding priorities and evaluation criteria for the annual funding round. Advertise available funds and manage a competitive process on behalf of member cities. Review funding applications and develop recommendations through the Community Advisory Board (CAB), with input from member staff. Develop final recommendations by the ARCH Executive Board and facilitate final funding allocations through member councils.

Public Funding Coordination. Work collaboratively with public funders at the State and local levels to promote shared affordable housing goals and equitable geographic distribution of resources. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, TOD, etc.) and State (Tax Credit, State Housing Trust Fund) resources. Provide input to the King County Joint Recommendations Committee (JRC) on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.

Private Funding Coordination. Work with private investors and lenders to maximize leverage of public investment into affordable housing. Negotiate maximum public benefits from investment of housing funds into private projects. Engage with Enterprise Community Partners and other investors on the potential extension of the Regional Equitable Development Initiative (REDI) Fund. Complete implementation of a Bridge Financing Pilot in partnership with Microsoft.

Project Pipeline Management. Work with member cities and project sponsors to develop a robust pipeline of projects to be funded over the next five years (see related work on Transit Center sites, below). Actively vet

potential HTF projects, and lead funding policy and prioritization discussions with the ARCH Executive Board to facilitate planning and decision-making.

Contract Development and Administration. Prepare contract documents in consultation with legal counsel and facilitate approval of contracts with the Administering Agency. Review and approve disbursement of funds to awarded projects in accordance with executed contracts.

Centralized Trust Fund Reporting. Work with Administering Agency (Bellevue) to maintain records and produce regular financial reports for the ARCH Trust Fund accounts. Update internal policies and procedures regarding records maintenance efforts coordinated with the Administering Agency.

HB 1406 Sales Tax. Develop systems and procedures to manage contributions, commitments and expenditures of pooled sales tax revenue authorized by HB 1406. Work with the Department of Commerce to ensure timely and complete reporting in compliance with state requirements.

B. Bellevue Housing Stability Program

Annual Request for Proposals. On an annual basis, advertise available funds for capital, operating and maintenance and services funds. Solicit application interest and provide in-depth review of funding applications. Develop recommendations through a Bellevue interdepartmental staff team, ensuring coordination with the Trust Fund and other regional and state funding processes. Coordinate with City staff and present recommendations to the Bellevue City Council for approval.

Contract Development and Administration, Reporting. Prepare contract documents in consultation with legal counsel and facilitate approval of contracts. Review and approve disbursement of funds to awarded projects in accordance with executed contracts. Maintain contract data and assist with regular reporting to the Bellevue City Council.

Support for Other HSP Initiatives. Provide advice and support for other City initiatives funded through the Housing Stability Program, such as acquisition and preservation partnerships. Support may include assisting with overall outreach and engagement, evaluation of project feasibility, development of funding terms and conditions and preparation of project agreements.

C. Special Projects and Other Local Housing Investments

Local Housing Investments. Provide strategic policy support and administrative capacity to cities making other investments in housing, for example with fee in lieu funds, dedicated sales tax funds, pass through of state grant funds or other sources directed by individual cities. Ensure coordination with regional funding processes to maximize affordable housing outcomes.

Transit-Oriented Development Sites. Assist cities with advancing and coordinating affordable housing projects near transit. Partner with Sound Transit, King County Metro and other public agencies to maximize opportunities on public property. Current opportunities include sites in Bel-Red, Overlake, Downtown Redmond, Issaquah, Kirkland, Bothell, and Kenmore.

Surplus Property/Underdeveloped Property. Assist with evaluation of public surplus or underutilized private property (e.g., faith community properties) for suitability of affordable housing. Provide technical assistance to property owners interested in supporting affordable housing. Develop an inventory of promising public and nonprofit property and begin to engage owners to gauge interest in disposition for housing.

Preservation of At-Risk Affordable Housing. Work with member cities to facilitate acquisitions or other strategies to preserve existing housing where affordability is at risk of being lost, including at-risk manufactured housing communities. As needed, assist with responding to notices of sale of HUD assisted properties received by member cities, or other information indicating an impending loss of existing affordable housing.

Strategic Predevelopment Investment. With approval of the Executive Board, invest in predevelopment studies to investigate feasibility of special projects.

II. HOUSING POLICY AND PLANNING

A. Local Policy, Planning and Code Development

ARCH provides assistance directly to member cities on a range of local planning efforts. Local planning efforts with individual member cities may be found in *Attachment A*. These efforts may take different forms, such as:

- **Housing Element Updates.** Work with members to update comprehensive plan housing elements.
 - Assist with understanding and complying with new housing-related requirements under the Growth Management Act and Countywide Planning Policies.
 - Prepare an east King County housing needs analysis with focused analyses for each city—including projected affordable housing needs—to fulfill GMA requirements.
 - Coordinate local and ARCH affordable housing goals with King County Affordable Housing Committee and Countywide Planning Policies.
 - Assist with policy writing, outreach, presentations, etc. as needed.
- **Housing Strategy and Action Plans.** Assist members to prepare housing strategies to implement housing elements and create council work plans. Cities with completed or ongoing strategy and action plans include Bellevue, Issaquah, Kenmore, Bothell, Kirkland, Redmond, and Sammamish.
- **Incentive Program Design.** Provide economic analysis and policy and program development support to design local housing incentive programs, including land use, property tax, impact fee waivers, parking reductions and other incentives. Develop standard tools or models that can be used by member cities/staff to evaluate and design their individual affordable housing incentive/inclusionary programs.
- **Land Use Code Amendments.** Assist city staff on land use and other code amendments in order to implement comprehensive plan policies.
- **Other Support.** Other areas in which ARCH could provide support to member cities include preservation of valuable community housing assets, assistance to households displaced by development activity, review of tenant protection regulations, or negotiation of agreements for specific development proposals. ARCH views this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

B. Inter-Local / Eastside Planning Activities

Interlocal planning activities are coordinated by ARCH for the benefit of multiple members.

ARCH Regional Affordable Housing Goals and Reporting. Work with member staff and the ARCH Executive Board to report on adopted goals for production and preservation of affordable housing across ARCH member communities. Utilize data methodologies consistent with the requirements of GMA and Countywide Planning Policies.

Long-Term Funding/Dedicated Revenue Strategy. Continue work on a long-term funding strategy for the ARCH Trust Fund. Facilitate conversations with member cities on identifying and exploring dedicated sources of revenue for affordable housing at the local and regional level (e.g., REET, property tax levy, commercial linkage fee, etc.). Provide relevant data and develop options for joint or individual revenue approaches across ARCH member cities and identify any shared state legislative priorities to authorize local options for funding.

Incentive/Inclusionary Housing Program Policies. As program implementation issues arise, assist member jurisdictions to develop coordinated policy solutions that incorporate input from the diverse range of stakeholders. Work with member city staff to develop code amendments that adapt programs to new knowledge and best practices (for example, implementing fee strategies to create sustainable revenue for monitoring). In 2024, this will include assisting members to consider new rent increase policies for ARCH monitored housing that create more predictable outcomes for tenants and property owners.

Tenant Protection Policies. Share information and help identify common policy priorities relating to tenant protections. Facilitate consideration of local regulations by ARCH members and help to encourage consistent protections for renters across the region that reduce evictions and economic displacement.

Eastside Housing Data Analysis and Planning for GMA Housing Requirements. On an annual basis, provide local housing and demographic data as available. Make information available to members for planning efforts and incorporate into ARCH educational materials. Facilitate and encourage members to collaborate in addressing new GMA/CPP housing requirements so that the affordable and special housing needs across east King County are addressed.

Middle Housing/HB 1110 Implementation. Support members to implement new affordability incentives required by HB 1110, including evaluating new incentive programs and stewarding affordable units that may be created through the new regulations. In addition, support members to utilize input from a range of community based organizations representing diverse constituents when considering middle housing regulations.

C. State Legislative Activities

The ARCH Executive Board will discuss and explore shared legislative priorities for advancing affordable housing in the region, and identify one or two strategic legislative priorities to advance to their respective councils for consideration in the upcoming legislative session that impact local jurisdictions' ability to address affordable housing needs. ARCH will convene its members to discuss how to align and advance these priorities, with a goal to enable members to advocate collectively for greater impact.

ARCH staff will track relevant state (and, where feasible, federal) legislation, particularly any legislation related to priorities established by the Board. As needed, staff will report to the Executive Board and members, and coordinate with relevant organizations (e.g., AWC, SCA, WLIHA, HDC) to advance shared legislative priorities.

D. Regional/Countywide Planning Activities

ARCH participates in regional planning efforts to advance Eastside priorities and ensure that perspectives of communities in East King County are voiced in regional housing and homelessness planning.

King County GMPC Affordable Housing Committee / Housing Inter-Jurisdictional Team (HIJT). Support efforts to advance the five-year action plan developed by the Regional Affordable Housing Task Force (RAHTF) in 2018. ARCH will help staff the HIJT, which provides support to the Growth Management Planning Council's Affordable Housing Committee (AHC).

King County Regional Homelessness Authority (KCRHA) / Eastside Homeless Advisory Committee (EHAC). Support Eastside collaboration in regional homelessness efforts, as appropriate and as resources allow. Collaborate with KCRHA, EHAC and other relevant organizations and initiatives to advance shared work on homelessness. Promote best practices in development of housing solutions that move people out of homelessness. Coordinate allocation of resources, and work on specific initiatives.

Explore Collaboration with Cities in North and East King County. As requested, engage cities interested in supporting affordable housing in north and east King County that are not currently members of ARCH. Explore collaboration that provides benefits for additional cities and current ARCH member cities. Enter into agreements to provide services to other cities, as directed by the ARCH Executive Board.

III. HOUSING PROGRAM IMPLEMENTATION

A. Administration of Housing Incentive and Inclusionary Programs

ARCH partners with member cities to administer local housing incentive and inclusionary programs, including mandatory inclusionary, voluntary density bonus, multifamily tax exemption (MFTE) and other programs. Specific programs administered by ARCH include:

Jurisdiction	Incentive/Inclusionary Programs
Bellevue	Voluntary density bonuses, MFTE, impact fee waivers.
Bothell	Inclusionary housing, MFTE.
Issaquah	Development agreements, voluntary and inclusionary programs, impact and permit fee waivers.
Kenmore	Development agreements, voluntary and inclusionary programs, MFTE, impact fee waivers.
Kirkland	Inclusionary program, MFTE.
Mercer Island	Voluntary density bonus.
Newcastle	Inclusionary program, impact fee waivers.
Redmond	Inclusionary program, MFTE.
Sammamish	Inclusionary and voluntary density bonuses, impact fee waivers.
Woodinville	MFTE.
King County	Development agreements.

ARCH roles and responsibilities will typically include:

- Work with member city staff and legal counsel to align incentive and inclusionary programs with a unified set of administrative policies, practices and templates for legal agreements
- Communicate with developers/applicants and city staff to establish applicability of codes and policies to proposed developments
- Review and approve proposed affordable housing (unit count, location/distribution, bedroom mix, and quality)
- Review and recommend approval of MFTE applications.
- Review and recommend approval of alternative compliance proposals
 - For fee in lieu projects, provide invoices and receipts for developer payments
- Develop contracts and covenants containing affordable housing requirements
- Ensure implementation of affordable housing requirements during sale/lease-up
- Register MFTE certificates with County Assessor and file annual MFTE reports with state Commerce.
- On-going compliance monitoring (see Stewardship, below).

B. Stewardship of Affordable Housing Assets

ARCH provides long-term oversight of affordable housing created through city policies and investment to ensure stewardship of these critical public assets for residents, owners and the broader community.

ARCH Rental Program (Incentive and Inclusionary Projects). Monitor and enforce compliance in rental housing projects with incentive and inclusionary housing agreements. Administer a robust compliance monitoring program, including:

- Ensure compliance with rent and income restrictions through timely annual report reviews and supplemental on-site file audits
- Provide training and technical assistance for property managers
- Maintain written standards for eligibility, leasing and other program requirements
- Implement standard remedies for non-compliance
- Respond to tenant issues and questions

ARCH Trust Fund Projects. Oversee contracts and regulatory agreements with owners of projects supported through the direct assistance from members, including:

- Monitor project income and expenses to determine cash flow payments
- Conduct long-term sustainability monitoring of projects and owners
- Proactively problem-solve financial and/or organizational challenges in partnership with project owners and other funders
- Work with legal counsel to review and approve requests for contract amendments, subordination and other agreements
- Pursue formal MOUs with other funders to govern shared monitoring responsibilities that streamline processes for owners and funders.
- Collect annual compliance data and evaluate program beneficiaries

ARCH Homeownership Program. Provide effective administration to ensure strong stewardship of resale restricted homes in the ARCH Homeownership Program, including:

- Oversee resales and new construction sales to ensure ongoing compliance with affordability, buyer eligibility and other program requirements
- Implement adopted policies and procedures for monitoring and work with cities to address non-compliance

- Distribute an annual communication with relevant homeowner resources and respond to homeowners in financial distress
- Collect program fees to ensure sustainable operations

As time and resources allow, continue to implement recommendations from the 2019 Program Assessment and make other improvements that support the program objective of creating and preserving long-term affordability, including:

- Work with member planning and legal staff to make improvements to boilerplate legal documents, in consultation with key stakeholders and outside counsel, as needed
- Develop strategies to preserve homes at risk of foreclosure
- Preserve expiring units and pursue strategies to re-capture lost affordability
- Pursue offering brokerage services or developing partnerships with realtors to provide cost-savings to homebuyers and sellers, diversify program revenue, and expand ARCH's marketing reach
- Plan for additional staff capacity as the number of ARCH homes continues to grow.

Work with the Washington State Housing Finance Commission to evaluate the ARCH Eastside Down Payment Assistance Program and make updates to provide effective financial assistance to income-eligible first time homebuyers in East King County.

Database/Systems Development. Continue to utilize the new ARCH Homeownership Program database to collect critical program data and evaluation, compliance monitoring, communication with program participants, and other key functions. Continue to improve and streamline data systems for ARCH Rental Program and Trust Fund Program. Develop a new Trust Fund project and loan database to assist with timely loan monitoring and reporting. Update information systems to ensure accurate, efficient recording of transactions within ARCH Trust Fund accounts.

IV. EDUCATION AND OUTREACH

A. Housing 101/Education Efforts

Housing 101. Develop educational tools and conduct or support events to inform councils, planning commissions, member staff and the broader community of current housing conditions, and of successful housing programs. Build connections with community groups, faith communities, developers, nonprofits and others interested in housing issues. Plan and conduct a Housing 101 event.

Private Sector Engagement. Support efforts by ARCH member cities to engage employers and private sector entities in discussions around the need for more affordable housing and identifying options for public-private partnerships.

B. Information and Assistance for the Public

Office Hours. Provide published office hours, consistent with public health guidelines, for appointments or walk-in customer service. Open office hours will be advertised on the ARCH website and ARCH Facebook page and shared with partner organizations.

ARCH Website. Continually update and build on information in the ARCH website. Maintain information on the most urgently needed resources in the community, including rental assistance, no-cost legal services, mortgage assistance, and senior resources available in East King County.

Assist Community Members Seeking Affordable Housing. Maintain up-to-date information on affordable housing in East King County (rental and ownership) and distribute to people looking for affordable housing. Continue to maintain a list of households interested in affordable ownership and rental housing and advertise newly available housing opportunities. Work with other community organizations and public agencies to develop appropriate referrals for different types of inquiries received by ARCH (e.g., rapid re-housing, eviction prevention, landlord tenant issues, building code violations, fair housing complaints, etc.).

C. Equitable Access to Affordable Housing in East King County

Collect and analyze data on existing programs to determine potential gaps in access by different populations, such as communities of color, immigrant and refugee communities, homeless individuals and families, and workers in EKC commuting from other communities. Evaluate strategies and outreach goals to increase access to affordable housing in EKC by underserved communities. Develop outreach and marketing efforts to maximize awareness of affordable housing opportunities in East King County and build partnerships with diverse community organizations.

V. ADMINISTRATION

A. Administrative Procedures

Maintain administrative procedures that efficiently and transparently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Activities include:

- Prepare the Annual Budget and Work Program and ensure equitable allocation of administrative costs among ARCH members.
- Prepare quarterly budget and work program progress reports, Trust Fund reports, and monitor expenses to stay within budget.
- Manage the ARCH Community Advisory Board, including recruiting and maintaining membership that includes broad geographic representation and a wide range of housing and community perspectives.
- Staff the Executive Board.
- Work with Administering Agency to streamline financial systems.
- Review and update bylaws and ensure timely renewal of the ARCH Interlocal Agreement.

B. Organizational Assessment and Planning

The ARCH Executive Board will continue to evaluate ARCH's organizational capacity to accomplish its Work Program and broader mission. The Board will review ARCH's organizational structure, staffing resources, capital resources and other foundational aspects of the organization to determine any gaps and assess options for expanding organizational capacity. The assessment will inform recommendations for the following year's work program and budget. In 2024, this will include implementing actions and recommendations from ARCH's strategic planning process.

Attachment A: Local Planning Efforts by City

ARCH staff will assist members' staff, planning commissions, and elected councils with local policy, planning and special projects and initiatives, as described below. Member city staff may make adjustments to the proposed actions identified below as individual city work plans are updated.

Bellevue

Support 3-4 actions to implement Bellevue's Affordable Housing Strategy, such as:

- Assist staff with preparation of educational and marketing materials to encourage affordable housing on suitable land owned by public agencies, faith-based groups, and non-profits housing entities. Tasks could include connecting property owners with non-profit developers and consultants, providing case studies, and other information related to the development process.
- Analysis of affordable housing recommendations in the Wilburton neighborhood plan, Comprehensive Plan Periodic Update, and Next Right Work increased residential FAR for specific areas (TBD) in the city.
- Participate in developer selection processes and work with staff to develop funding strategy for affordable housing on suitable public lands in proximity to transit hubs, including 130th TOD parcels, Metro (Civic Center site), and Lincoln Center parcel.
- Provide consultation on a comprehensive acquisition strategy, such as preservation of existing, naturally occurring affordable housing, setting up a community land trust, and an expanded homeownership program.

Provide ongoing support to implement investment of funds authorized by HB 1590, or other city funds as directed.

Implement newly authorized affordable housing incentives; develop boilerplate agreements and procedures for ongoing monitoring.

Assist the city with implementation of affordable housing agreements at the TOD project adjacent to Sound Transit's Operations and Maintenance Facility East (OMFE).

Bothell

Support actions to implement the city's Housing Strategy Plan.

Support affordable housing opportunities, especially in the Downtown/Canyon Park areas, including production strategies for city-owned property.

Help to identify potential Bothell Trust Fund projects.

Evaluate affordable housing incentives and requirements such as parking reductions or other development incentives, code amendments that add capacity and rezones, and implement those adopted.

Assist with compliance with new requirements under HB 1220.

Support updates to policies and codes for affordable housing options, including ADUs, micro-housing, small efficiency dwelling units, and "missing middle" housing.

Help pursue funding and implement further outreach, equity, and implementation measures to encourage more middle housing and address potential displacement.

Issaquah

Provide data for the annual Housing Report Card.

Assist with implementation of Strategies 6, 7 and 8 of the Housing Strategy Work Plan expanding inclusionary zoning, increasing missing middle as permitted uses, and removing barriers to the construction of condominiums.

Provide research and assist with development of potential code amendments concerning:

- Inclusionary zoning (in conjunction with changes to density, parking, and other regulations) and multifamily tax exemptions.
- Middle housing and ADUs in wake of new state legislation.

Help to evaluate potential projects/opportunities that arise under current or amended Development Agreements (e.g., Lakeside, Rowley) and prepare contractual agreements as needed.

Help to evaluate potential pioneer development in Central Issaquah District.

Provide data and other information needed for new page on city's website, information on affordable housing opportunities and resources in Issaquah.

Support implementation and funding of the city's TOD project with the King County Housing Authority.

Kenmore

Assist with implementing a high priority item identified in the Housing Strategy Plan, as requested.

Assist with updating the Housing Strategy Plan

Continue support of the Preservation of Affordable Housing/Mobile Home Park project started in 2018.

Assist with any amendments needed to the Comprehensive Plan Housing Element update, including help with new affordable housing targets.

Assist with ongoing implementation and monitoring of the adopted Affordable Housing Targets.

Provide technical support, data, and best practices to assist with potential code changes, such as for "missing middle" housing amendments or amendments to the Multifamily Tax Exemption (MFTE) regulations.

Advance opportunities to site affordable housing in Kenmore, such as near ST3 transit investments, or on other public, nonprofit, and faith-based community property. Help evaluate and identify potential properties, partners, and financing strategies.

Provide technical support and assistance on financing strategies for the Plymouth Housing project.

Provide technical support in development of a Request for Proposal (RFP), proposal review, and assistance on financing strategies to advance siting affordable housing on the City owned Holt property.

Provide technical support to assist with developing policies and regulations required to implement new state legislation (e.g. ADU regulations, missing middle regulations, TOD regulations).

Kirkland

Support development of housing policies in connection with the I-405/NE 85th Street Station Area Plan, such as evaluation of a commercial linkage fee, and inclusionary housing requirements, and incentivizing family-sized housing units.

Assist with implementing programs to encourage construction of more ADUs and other middle housing.

Evaluate housing-related issues in 2044 Comprehensive Plan Update.

Help review the effectiveness and value of the current MFTE program.

Assist with updating the City's Housing Dashboard and ongoing implementation and monitoring of the adopted Affordable Housing Targets.

Assist the City in its potential expansion of the inclusionary zoning program through new incentives for areas like downtown that don't have a requirement and expanded incentives for more affordable housing in other areas of the City.

Assist the City with its reevaluation of parking standards as they relate to affordable housing.

Mercer Island

Assist the City with synthesizing the Housing Needs Analysis findings with housing-related requirements under the Countywide Planning Policies and the Growth Management Act to develop updated housing goals and policies for the city's comprehensive plan periodic update.

Provide input and assistance in drafting updated development regulations related to implementation of housing diversity and affordability provisions in HB 1220 (2022) and HB 1110 (2023).

Newcastle

Assist with potential investment of fee-in-lieu payments, first exploring opportunities to site affordable housing within Newcastle.

Assist with updating the City's Housing Strategy Plan.

Redmond

Provide advice and technical support to evaluate and refine existing inclusionary and incentive programs, and impact fee waiver provisions, focusing on Downtown and Marymoor centers.

Support partnerships with transit agencies to advance affordable housing within transit-oriented developments, including at Overlake and Southeast Redmond.

Help city staff write and propose comprehensive plan and code amendments for meeting existing and future housing needs, including residential zone consolidation and regulations.

Assist with potential strategies for increasing housing capacity from commercial development, such as housing over big box stores and commercial spaces in mixed-use buildings.

Sammamish

Partner with city staff to refine the Housing Action Plan/Housing Diversification Toolkit implementation plan by creating detailed work plans and identifying related budget needs.

Support city staff in responding to public inquiries related to affordable housing development.

Review development regulation updates and additions related to affordability requirements and incentives to ensure alignment with state, regional, and county policies, the Comprehensive Plan update, the Housing Action Plan/Housing Diversification Toolkit, and best practices.

Review and confirm the assumptions and approach used by the city in the Barrier Review Checklists provided in the Washington State Department of Commerce's Guidance for Making Adequate Provision to Meet all Housing Needs to assist the City in preparing for successful Comprehensive Plan certification.

Woodinville

Assist in evaluating options and developing proposals for programs and code amendments following the city's new Housing Action Plan.

King County

Provide monitoring and stewardship services for affordable housing in the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements.

Partner with King County to preserve affordable homes with expiring covenants in unincorporated areas.

Help advance the King County Regional Affordable Housing Task Force Action Plan.



A Regional Coalition for Housing

Page 65 of 272

Celebrating 30 years of bringing cities together to house East King County

Together Center Campus
16305 NE 87th St, Suite 119
Redmond, WA 98052
(425) 861-3677

MEMORANDUM

TO: City of Bellevue Council Members
City of Bothell Council Members
City of Clyde Hill Council Members
Town of Hunts Point Council Members
City of Issaquah Council Members
City of Kenmore Council Members
City of Kirkland Council Members
City of Medina Council Members
City of Mercer Island Council Members
City of Newcastle Council Members
City of Redmond Council Members
City of Sammamish Council Members
City of Woodinville Council Members
Town of Yarrow Point Council Members

FROM: Carol Helland, Chair, ARCH Executive Board

DATE: December 28, 2023

RE: Fall 2023 Housing Trust Fund (HTF) Recommendation

This year ARCH received \$12.9 million in funding requests from seven projects proposing an impressive 853 units of affordable housing. After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board (CAB), which provide full funding for two projects and partial funding for three projects. Consistent with recent years, the demand for funding far exceeded available resources, with \$4.0 million in Trust Fund dollars included in the recommendations, plus an additional \$2.1 million committed by the City of Redmond, resulting in \$6.1 million in awards.

Over the last three decades, the ARCH Trust Fund has supported over 6,000 units of affordable housing and shelter beds, creating housing access for thousands of families and individuals with limited incomes. This year's recommendations will support 840 more units of housing in an incredible set of projects that meet numerous priorities and needs throughout the region, including:

- Preservation of existing affordable housing
- New transit-oriented development for families and individuals adjacent to future light rail;
- Creation of affordable commercial space for diverse businesses
- Local partnerships to serve diverse populations, including low-income seniors, families and individuals exiting homelessness, persons with intellectual and developmental disabilities, veterans, and households with incomes under 50% of median income

The Trust Fund also continues to bring a high return on local investment, this year leveraging local resources over 15:1, with proposed projects expected to attract roughly \$383 million in other funding.

ARCH MEMBERS

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦
ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦
SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

A summary of the recommendations is shown in the table below:

Project Applicant	City	Units	ARCH 2023 Request	Executive Board Recommendation
Spring District 120 th TOD <i>BRIDGE</i>	Bellevue	234	\$650,000	\$650,000 plus \$350,000 previously awarded (total \$1M award)
Larus Senior Housing <i>TWG/Imagine Housing</i>	Kenmore	175	\$3,900,000	\$250,000
The Aventure <i>Low Income Housing Institute</i>	Bellevue	66	\$1,500,000	\$600,000
Emma McRedmond Manor <i>Catholic Housing Services</i>	Redmond	32	\$2,150,000	\$500,000 plus \$600,000 additional City of Redmond investment (total \$1.1M award)
Overlake TOD <i>Bellwether Housing</i>	Redmond	333	\$3,500,000	\$2,000,000 plus \$1,500,000 additional City of Redmond investment (total \$3.5M award)
Totem Six-Plex <i>Attain Housing</i>	Kirkland	6	\$750,000	\$0
Scattered Sites <i>Alpha Supportive Living</i>	Scattered	7	\$400,000	\$0
Total		853	\$12,850,000	\$6,100,000 (including \$4M plus \$2.1M additional City of Redmond funds)

This memo provides a summary of the applications, the Executive Board recommendations and rationales, and proposed contract conditions for the **five** proposals recommended for funding at this time. Also enclosed is an economic summary of the projects recommended for funding.

Attachments:

1. Proposed Funding Sources
2. Project Economic Summaries

Note that bolded text in proposed conditions shows unique conditions in otherwise standard text.

1. BRIDGE Housing – Spring District TOD

2023 Funding Request:	\$650,000 (Contingent Loan) 234 Affordable Units
2022 Executive Board Recommendation:	\$350,0000 (Contingent loan)
2023 Executive Board Recommendation:	\$650,0000 (Contingent loan)
Total Award:	\$1,000,000 (Contingent loan)

Project Summary:

The proposed project includes two buildings as part of a larger Master Development on Sound Transit and City of Bellevue owned surplus property in the Spring District. BRIDGE proposes to develop Building 2 (7-story) and Building 6 (6-story) for a total of 234 units and 83 parking spaces (0.35 stalls per unit). Both buildings will be built with Type III construction over Type I concrete construction. The proposed unit mix consists of 86 studios, 75 one-bedroom units, 25 two-bedroom units, and 48 three-bedroom units. In October 2020, Sound Transit (ST) selected a development team led by BRIDGE to master plan and develop a 6.88-acre Sound Transit-owned site in the Spring District of Bellevue, Washington. Essex Residential Trust was the market-rate residential partner and Touchstone was the office partner. Although BRIDGE was successful in securing funding from Amazon, City of Bellevue, A Regional Coalition for Housing (ARCH), and King County for the affordable housing project, the market-rate projects were highly distressed coinciding with a global pandemic, unprecedented construction cost inflation, and a fundamental change in office demand. In December 2022, Essex exited the partnership citing increasing construction and financing costs. On June 2023, after extensive negotiations with Sound Transit and the City of Bellevue, Touchstone and BRIDGE agreed to dissolve the partnership and each developer will independently entitle, finance, and develop their own projects. On August 2023, BRIDGE submitted a revised pre-application to the City of Bellevue. As an independent project with no market-rate involvement, BRIDGE can develop on an accelerated timeline. Should funding be fully committed by public sources during this funding round, BRIDGE can commence construction by November 2024.

BRIDGE applied to HTF for capital funding in the fall of 2022 and was recommended to receive \$350,000 and reapply in 2023 for additional capital funding. BRIDGE's request in this application is for an additional \$650,000 in capital for a total request of \$1,000,000. The Committee is proposing to fund the full amount of the 2023 funding request.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- Funding this year's request for additional capital demonstrates continued commitment from ARCH to this priority project that has nearly secured all other sources of leverage.
- The project advances key objectives in the City of Bellevue Affordable Housing Strategy, providing a large amount of low and moderate-income affordable housing units in a strategic location close to jobs and transportation.

December 2023

Page | 4

- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Bel-Red corridor and Amazon housing equity funds structured as a grant and a below market loan product.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and the City and helps deliver additional City goals for development of retail and office.

Proposed Conditions (will supersede conditions from previous award):

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by the Agency towards **soft costs and construction**. Funds may not be used for any other purpose unless ARCH staff has been given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. ARCH funds not expended prior to permanent loan conversion will be de-obligated.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Agency shall provide final operating proforma and cashflow waterfall for ARCH staff review. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of the Amazon loan on or before year 20 and deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, and approximately 40 units reserved for persons with

December 2023

Page | 5

disabilities. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project or adjusting the number of and unit type for manager units).

Affordability	Studio	1 BR	2 BR	3 BR	Total Units
30%	2	4	1	1	8
50%	24	19	7	14	64
60%	60	52	16	32	160
Total Low-Income Units	86	75	24	47	232
CAUs / Managers	-	-	1	1	2
Total Units	86	75	25	48	234

6. **Agency must submit for ARCH staff approval a management and services plan which includes coordination of services with outside providers for special populations and a statement of resident transportation options.**
7. **Agency shall submit applications to other potential sources of funding, at a minimum including to the State Housing Trust Fund for any available I/DD or other State funding that the project is eligible for.**
8. **On a monthly basis, Agency shall provide ARCH with updates on the following:**
 - a. **Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.**
 - b. **Status update on negotiations with development partners.**
 - c. **Status update on other financing and financing partnerships negotiations.**
 - d. **Status update on entitlement and permitting progress.**
9. **Agency shall complete and submit the following deliverables by the dates indicated. Agency may request an extension of individual deadlines, and such extensions shall be considered based on reasonable justification and Agency's continuing efforts to make substantial progress toward each milestone.:**
 - a. **January 31, 2024 – Revised term sheet for property acquisition and development approved by Sound Transit**
 - b. **January 31, 2024 – Draft Management and Services Plan**
 - c. **May 31, 2024 – Final operating or other agreement with services provider(s)**
 - d. **June 30, 2024 – Final Purchase and Sale Agreement .**
 - e. **Prior to closing- Provide a draft Affirmative Marketing Plan**
 - f. **6 months prior to anticipate C of O- Provide a final Affirmative Marketing Plan**

2. TWG and Imagine Housing – Larus Senior Housing

Funding Request: \$3,900,000 (Contingent Loan)
175 Affordable Units (including 1 manager unit)

Executive Board Recommendation: \$250,000 (Contingent Loan)

Project Summary:

The proposed Larus Senior Apartments is a transit-oriented senior housing development to be developed by TWG Housing in partnership with Imagine Housing. The development team elected to proceed with the same model for Larus as their previous partnership, Ardea at Totem Lake, by serving seniors and inviting Imagine Housing to be the non-profit development partner and service provider.

The project will consist of 175 units of affordable housing with a mix of studios and 1-bedroom units with affordability levels at 40% AMI, 50% AMI, and 60% AMI. Located within ¼ mile from the Kenmore Park & Ride and future Sound Transit BRT station, the project will aim to take advantage of future transportation options for its residents. In addition to its close proximity to the Kenmore transit hub, Larus Senior Apartments benefits from local groceries, shopping, and services within ¼ mile walking distance.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project is strategically located near a future transit facility and close to amenities and services.
- The project advances the City's affordable housing priorities by providing much needed low-income housing for seniors in the area.
- This project leverages significant investments from public and private funding sources, including King County TOD funds and Amazon Housing Equity funds.
- The project is taking advantage of the Washington State Housing Finance Commission's Land Acquisition Program, which is a long-term, patient capital program. As such the project will be able to take the time needed to assembling full financing for the development.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must

December 2023

Page | 7

demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for seniors for at least 55 years, with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	Total Units
40%	10	-	10
50%	67	46	113
60%	28	24	52
Total	105	70	175

6. The final loan amount shall be up to \$250,000, subject to approval by ARCH staff based on a documented funding gap. ARCH reserves the right to reduce its total loan amount based on changes to the project sources and uses, and unit mix.
7. Agency shall provide ARCH with quarterly updates on status of MOUs with partners and other funding sources.

- 8. Agency shall provide a sustainability plan which details eco-friendly materials, transportation options and partnerships which would benefit the project's eco-sustainability, such as EV stations.**

3. LIHI – The Aventine

Funding Request: \$1,500,00 (Contingent Loan)
66 Affordable Units

Executive Board Recommendation: \$600,000 (Contingent Loan)

Project Summary:

The Aventine is an existing 5-story, 68-unit apartment community with 69 underground parking spaces located in downtown Bellevue. Currently over half the residents are low-income (below 80% AMI). LIHI is proposing to purchase the Aventine to preserve and make all the housing units affordable for households at 30%, 50% and 80% of area median income. The project intends to house low wage workers, disabled households, and households exiting homelessness. A total of 10 units will be set aside for households with members that have physical disabilities. The building is ADA accessible and additional units will be made accessible if needed. LIHI is proposing 22 of the 66 units be for households exiting homelessness (33% of the total units in the property), including families and veterans exiting homelessness.

The current owners, who previously obtained funding through Microsoft's affordable housing initiative and maintained a set-aside of units at 80% AMI, put the property on the market for sale in 2023 and five for-profit developers submitted bids to convert it to market rate housing, losing the existing affordable units. Fortunately, LIHI was selected as the buyer and has signed a PSA with the seller. Funding from the City of Bellevue and ARCH will allow for the long-term preservation of affordable housing in downtown Bellevue and avoid the displacement of the existing residents.

LIHI's planned acquisition and rehabilitation includes the conversion of two rental units into a case manager's offices to provide on-site service to residents leaving 66 affordable rental units. Additionally, minor refreshing of the building interiors will be completed.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The application proposes housing that meets the City of Bellevue's priorities for its Housing Stability Program Funding; providing housing for households earning below 30% of median income, addressing and prevent homelessness and housing instability, and focusing on underserved, vulnerable residents in Bellevue (e.g., homeless families with children and other eligible populations).
- The property provides 22 units for households exiting homelessness, including both two-bedroom units for families. Further, the proposed project will have 10 units set-aside for veterans and an additional 10 for people with physical disabilities.

December 2023

Page | 9

- Funding an acquisition brings affordable units online and into the Bellevue portfolio much more quickly than funding new construction. Conservatively, the Aventine will bring affordable units online 18-24 months sooner than a similar new construction.
- The acquisition of the property will mitigate displacement of existing renters who are living in units previously advertised as affordable, workforce units.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation and construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

2. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
3. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.

4. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, including approximately **22 units for households exiting homelessness**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	2 BR	Total Units
30%	5	5	2	12
50%	10	10	-	20
60%	15	4	-	19
80%	9	6	-	15
Total	39	25	2	66

5. Agency must submit for ARCH staff approval a management, affirmative marketing, and services plans.
6. On a monthly basis, Agency shall provide ARCH with updates on the following:
 - a. Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.
 - b. Status update on other financing and financing partnerships negotiations.
 - c. Agency will provide a Capital Needs Assessment (CNA) for staff review and approval.

4. Catholic Housing Services (CHS) – Emma McRedmond Manor

Funding Request: \$2,150,000 (Contingent Loan)
32 Affordable Units (including 1 manager unit)

Executive Board Recommendation: \$500,000 (Contingent Loan)
Additional City Investment
via ARCH Housing Trust Fund: \$600,000 (Contingent Loan)
Total Award: \$1,100,000 (Contingent Loan)

Project Summary:

Emma McRedmond Manor is an existing three-story senior housing project with 32 apartments located in downtown Redmond. Built in 1988, the building is nearly 35 years old and has yet to be substantially rehabilitated, other than re-cladding and window replacement performed in 2010. CHS is proposing a substantial renovation to improve the building's energy efficiency and extend the remaining useful life of the structure by approximately 20 years. The scope of work consists of upgrades to the building exterior, building systems (plumbing and mechanical), common areas, units, and landscaping/site work. In addition, the project will convert one manager's unit to an affordable unit, resulting in 32 1BR units affordable at 50% AMI, of which 31 will receive Section 8 Project-Based Rental Assistance through July 2032. The proposal includes financing under the HUD 221 program (Mortgage Insurance for Rental or

December 2023

Page | 11

Cooperative Housing). The program provides insurance on mortgages that support new construction or substantial rehabilitation of multifamily rental or cooperative housing for moderate-income families, elderly households, and disabled households.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project preserves much-needed housing for low-income seniors and persons with disabilities in a very desirable, amenity-rich area of East King County.
- The project preserves valuable ongoing HUD support in the form of grant funding for the Resident Services Coordinator and Section 8 Project-Based Rental Assistance.
- The project is permit ready and has a HUD Section 221(d)(4) loan already committed, with additional funds leveraged from King County.
- The City of Redmond has indicated its willingness to allocate \$600,000 in funding that will help close the project's funding gap.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
3. Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff provides written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation, and construction contingency must be approved in advance by ARCH. If - after the completion of the project - there are budget line

items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for seniors for at least 55 years, with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by ARCH staff

Affordability	1BR	Total
50%	32	32
Total	32	32

6. **Agency must submit for ARCH staff approval of management, affirmative marketing, and services plans.**
7. **Agency shall submit updates to ARCH regarding other potential funders, including HUD and King County.**
8. **Agency shall provide an updated Project Architectural and Cost Analysis Report and updated development budget, both of which are HUD approved, prior to commencement of construction.**

5. Bellwether Housing – Overlake TOD

Funding Request:	\$3,500,000 (Contingent Loan) 333 Affordable Units (including 3 manager units)
Executive Board Recommendation:	\$2,000,000 (Contingent Loan)
Additional City Investment via ARCH Housing Trust Fund:	\$1,500,000 (Contingent Loan)
Total Award:	\$3,500,000 (Contingent Loan)

Project Summary:

Bellwether Overlake Apartments is located in the Overlake Village neighborhood of Redmond directly across from the future Overlake Village light rail station. The project will provide 333 homes for low- to moderate-income households (30-80% AMI), including set-asides and services specific to people living with physical, intellectual and developmental disabilities (IDD), and much-needed two- and three-

December 2023

Page | 13

bedroom family-sized units, achieving an average of 50% AMI across the site. The project is located on Sound Transit surplus property.

In collaboration with a coalition of nonprofit partners and the City of Redmond, the ground floor commercial spaces will incorporate small business incubation, non-profit organizational support, culturally informed community services, and services provided by the City of Redmond. An adjacent open space parcel will complement the ground floor uses and potentially consist of a food truck corral, food garden, cultural night markets. Programming of the adjacent open space will be provided by the community partners in the project for the benefit of the community.

Services for the project residents will be provided primarily by Hopelink, a service provider who has served homeless and low-income families, children, seniors, and people with disabilities on the Eastside since 1971. In addition, SAILS Washington, a DDA-contracted service provider, will provide supported living services for the project's ten IDD residents.

The project will be financed with a combination of public and private financing sources, including but not limited to 4% Low Income Housing Tax Credits, Amazon Housing Equity Fund, Evergreen Impact Housing Fund, senior private lender loan, ARCH funds, King County TOD fund, and the State Housing Trust Fund.

Funding Rationale:

The Executive Board recommends funding this application for the following reasons:

- Funding this year's request for additional capital demonstrates continued commitment from ARCH to this priority project and will allow the project to secure other sources of leverage.
- The project advances key objectives in the City of Redmond Affordable Housing Strategy, providing a large amount of low and moderate-income affordable housing units in a strategic location close to jobs and transportation.
- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Overlake TOD and Amazon housing equity funds structured as a grant and a below market loan product.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and the City and helps deliver additional City goals for development of retail and office.
- The project will provide a significant number of units affordable to very low-, low- and moderate-income households, as well as IDD units, within a high-opportunity area near good jobs, various transportation options, and other public and private amenities.
- The project is a priority for the City of Redmond, which has indicated a willingness to invest additional funding to move the project forward.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twenty-four (24) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be

December 2023

Page | 14

requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation, and construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. If funds are not expended at the end of the construction period, will be de-obligated.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer a payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
7. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, including approximately **ten units set-aside for people with disabilities**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	2 BR	3 BR	Total
30%	25	15	10	5	55
50%	30	130	48	33	241
80%	5	8	11	13	37
Total	60	153	69	51	333

5. Agency must submit for ARCH staff approval a management, affirmative marketing, and services plan.

December 2023

Page | 15

6. On a monthly basis, Agency shall provide ARCH with updates on the following:
- Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.
 - Status update on other financing and financing partnerships negotiations.
 - Updates on commercial leases and partnerships with commercial tenants including operating budgets and development budgets including tenant's prorate share of costs and expenses within the overall budget.

6. Attain Housing – Totem Six Plex

Funding Request: \$750,000 (Secured Grant)
6 Affordable Units

Executive Board Recommendation: \$0

Project Summary:

The proposed project is the new construction of a three-story structure with six two-bedroom units of transitional housing for homeless families earning up to 30% of area median income (AMI). The property currently contains an existing four-plex building owned and managed by Attain Housing. Attain also manages the four plex on the lot next to the proposed construction site. The proposed new building will sit on what is currently a lawn between the two four plex buildings. The project represents an expansion of existing programs operated by Attain, with overall capacity growing from 8 to 14 units across the three buildings.

Funding Rationale:

The Executive Board supports the concept of the Attain Housing proposal but does not recommend funding at this time. The Executive Board would welcome an application in a future round so that Attain Housing can address the issues identified below:

- ARCH awarded funds for technical assistance in the previous funding round to assist with a variety of tasks. These funds have not yet been utilized and the application submitted in 2023 was unchanged from the previous year. Prior to a new application, Attain is encouraged to address the following:
 - Secure project management capacity, including recommended engagement of a development consultant who will assist with the financing and project management of the project through construction completion.
 - Further develop building design, permitting, siting and parking in conformance with zoning requirements.
 - Pursue and obtain funding commitments of other public funding sources and make progress on the needed capital campaign.
 - Further development of development budgets and operating budgets based on current construction market and industry conditions.

December 2023

Page | 16

- Development of a project schedule consistent with the proposed funding and local permitting requirements.
- Further evaluate the long-term strategy for funding supportive services for transitional housing.

7. Inclusion Housing – Scattered Sites

Funding Request: \$400,000 (Secured Grant)
7 Affordable Beds

Executive Board Recommendation: \$0

Project Summary:

The proposed project will serve individuals with Intellectual and Developmental Disabilities (IDD) in King County where there is a large demand for Supported Living services and affordable, stable housing. The acquisition includes the purchase of a total of six homes. ARCH's funding, (in conjunction with State and other local sources) will only be used for the Alpha SLS South Branch and the Children's IHS Homes, described below. Inclusion is proposing the purchase of the other four homes utilizing other local and State sources of funding.

The Alpha SLS South Branch is proposed to be a 3-bedroom home located in around the Kirkland/Redmond area that will serve three adults with developmental disabilities receiving Supported Living services from Alpha. The Children's IHS Home is proposed to be a 4-bedroom home located around the Bothell/Kenmore/Woodinville area that will serve children with developmental disabilities between the age of 11 and 20. Alpha will provide residential services through the DDA Intensive Habilitation Services program. The fourth bedroom must be used as an agency office to provide the required in-home oversight.

Funding Rationale:

The Executive Board supports the intent of the Inclusion Housing proposal but does not recommend funding at this time for the reasons described below:

- In 2023, the ARCH Trust Fund is significantly oversubscribed and CAB was not able to meet the needs of all the requests. It is anticipated that the State will be able to provide additional funding to this project to help fill its funding gap and proceed without ARCH funding.

Standard Conditions: (will apply to all projects)

1. Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by ARCH staff. If the Agency is unable to adhere to the budgets, ARCH must be immediately notified and (a) new budget(s) shall be submitted by the Agency for ARCH's approval. ARCH shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended may result in withdrawal of ARCH's commitment of funds.
2. Agency shall submit evidence of funding commitments from all proposed sources. In the event commitment of funds identified in the application cannot be secured in the timeframe identified in the application, the Agency shall immediately notify ARCH, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to ARCH review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to the following: contractor solicitation, bidding, and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to refinance acquisition costs.
4. Agency shall maintain documentation of any necessary land use approvals and permits required by the city in which the project is located.
5. Agency shall submit quarterly monitoring reports through completion of the project, and annually thereafter, and shall submit a final budget upon project completion. If applicable, Agency shall submit initial tenant information as required by ARCH.
6. Agency shall maintain the project in good and habitable condition for the duration of the period of affordability. Changes to the unit and affordability mix can are subject to change with Staff approval.
7. ARCH, through its Administrative Agency, may negotiate, approve, execute, and record amendments or releases of any ARCH loan documents as may be needed for the project; provided the project still provides the anticipated affordable housing and there is sufficient collateral to secure the members' financial investment, all as determined by ARCH staff.

Attachment 1: Proposed Funding Sources

PROJECTS RECOMMENDED FOR 2023 FUNDING

	Spring District			Emma McRedmond		2023 Recommended
	TOD	Larus	Aventine	Manor	Overlake TOD	Funds
Bellevue	224,100	86,200	206,900	172,300	689,700	1,379,200
Bothell	23,700	9,100	21,900	18,200	72,900	145,800
Clyde Hill	3,500	1,400	3,300	2,700	10,900	21,800
Hunts Point	1,500	600	1,300	1,100	4,500	9,000
Issaquah	80,800	31,100	74,500	62,100	248,500	497,000
Kenmore	3,600	1,400	3,400	2,800	11,200	22,400
Kirkland	97,900	37,600	90,300	75,300	301,100	602,200
Medina	4,100	1,600	3,800	3,200	12,600	25,300
Mercer Island	7,900	3,000	7,300	6,100	24,300	48,600
Newcastle	3,100	1,200	2,900	2,400	9,600	19,200
Redmond	155,200	59,700	143,300	119,400	477,600	955,200
Sammamish	21,800	8,400	20,100	16,800	67,100	134,200
Woodinville	21,400	8,200	19,700	16,500	65,800	131,600
Yarrow Point	1,400	500	1,300	1,100	4,200	8,500
Local Funds	650,000	250,000	600,000	500,000	2,000,000	4,000,000
Redmond Add'l				600,000	1,500,000	2,100,000
2023 ARCH Awards	650,000	250,000	600,000	1,100,000	3,500,000	6,100,000
Prior 2022 Award	350,000					350,000
Award Totals	1,000,000	250,000	600,000	1,100,000	3,500,000	6,450,000

Attachment 2: Project Economic Summaries

Applicant: BRIDGE Housing
Project Name: Spring District TOD
Location: 1601 120th Avenue NE, Bellevue, WA
Project Description: New construction of Buildings 2 and 6, which consist of 235 permanently affordable units at 30%-60% AMI.

Project Sources	Amount	Status
Low Income Housing Tax Credits (4%)	\$62,318,118	Proposed
Amazon Housing Equity Fund - Loan	\$22,100,000	Committed
Amazon Housing Equity Fund - Grant	\$3,750,000	Committed
City of Bellevue	\$6,500,000	Proposed
ARCH	\$1,000,000	Proposed
King County TOD	\$10,000,000	Proposed
State Dept. of Commerce HTF	\$8,000,000	Proposed
BRIDGE General Partner Equity	\$6,792,535	Committed
Deferred Developer Fee	\$1,750,000	Committed
Perm Loan	\$16,215,207	Proposed
Total Sources	\$138,425,860	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$70,000	\$298	\$0.31
Construction	\$97,012,064	\$412,817	\$432.68
Soft Costs	\$18,806,285	\$80,027	\$83.88
Pre-Development / Bridge Financing	\$26,958	\$115	\$0.12
Construction Financing	\$11,223,605	\$47,760	\$50.06
Permanent Financing	\$805,615	\$3,428	\$3.59
Capitalized Reserves	\$1,053,598	\$4,483	\$4.70
Other Development Costs	\$9,267,735	\$39,437	\$41.34
Bond Related Costs	\$160,000	\$681	\$0.71
Total Uses	\$138,425,860	\$589,046	\$617.39

Applicant: TWG and Imagine Housing
Project Name: Larus Senior Housing
Location: 7520 NE Bothell Way, Kenmore, WA
Project Description: 175 units of affordable housing for seniors (62+) at 40%, 50% and 60% AMI

Project Sources	Amount	Status
ARCH	\$3,900,000	Proposed
King County TOD	\$4,980,000	Proposed
Amazon Housing Equity Fund	\$15,200,000	Proposed
Deferred Developer Fee	\$3,829,635	Proposed
Federal Energy Equity	\$153,000	Proposed
Low Income Housing Tax Credits (4%)	\$21,872,953	Proposed
Perm Loan	\$16,350,000	Proposed
City/CHIP	550,000	Proposed
Total Sources	\$66,835,588	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs:	\$4,506,827	\$25,753	\$35.47
Construction:	\$46,583,103	\$266,189	\$366.60
Soft Costs:	\$8,980,017	\$51,314	\$70.67
Pre-Development / Bridge Financing	\$539,128	\$3,081	\$4.24
Construction Financing	\$3,335,814	\$19,062	\$26.25
Permanent Financing	\$375,379	\$2,145	\$2.95
Capitalized Reserves	\$765,750	\$4,376	\$6.03
Other Development Costs	\$1,366,444	\$7,808	\$10.75
Bond Related Costs	\$383,126	\$2,189	\$3.02
Total Uses	\$66,835,588	\$381,918	\$525.98

Applicant: Low Income Housing Institute (LIHI)
Project Name: The Aventine
Location: 211 112th Ave NE, Bellevue WA
Project Description: Renovation and acquisition of an existing 5-story, 68-unit apartment community for the preservation of housing for households at 30%, 50% and 80% AMI

Project Sources	Amount	Status
City of Bellevue	\$8,500,000	Proposed
ARCH	\$1,500,000	Proposed
State HTF	\$5,000,000	Proposed
King County	\$5,000,000	Proposed
WSHFC 501(C)3	\$13,000,000	Proposed
Total Sources	\$33,000,000	

Project Uses	Amount	Per Bed	Per SF
Acquisition Costs	\$29,300,000	\$430,882	\$751.09
Construction	\$1,220,400	\$17,947	\$31.28
Soft Costs	\$915,800	\$13,468	\$23.48
Pre-Development / Bridge Financing	\$750,000	\$11,029	\$19.23
Permanent Financing	\$150,000	\$2,206	\$3.85
Capitalized Reserves	\$273,800	\$4,026	\$7.02
Other Development Costs	\$390,000	\$5,735	\$10.00
Total Uses	\$33,000,000	\$485,294	\$845.94

Applicant: Catholic Housing Services of Western Washington (CHS)
Project Name: Emma McRedmond Manor
Location: 7960 169th Ave NE, Redmond, WA 98052
Project Description: Rehabilitation of an existing three-story senior housing project with 32 apartments for seniors up to 50% AMI.

Project Sources	Amount	Status
HUD	\$6,288,200	Proposed
ARCH HTF	\$1,100,000	Proposed
Sponsor (existing reserves)	\$306,738	Proposed
King County	\$1,150,000	Proposed
Deferred Developer Fee	\$250,000	Committed
Total Sources	\$9,094,938	

Project Uses	Amount	Per Home	Per SF
Acquisition Costs	\$667,507	\$20,860	\$16.28
Construction	\$7,146,312	\$223,322	\$174.29
Soft Costs	\$441,850	\$13,808	\$10.78
Construction Financing	\$272,489	\$8,515	\$6.65
Permanent Financing	\$253,644	\$7,926	\$6.19
Capitalized Reserves	\$64,000	\$2,000	\$1.56
Other Development Costs	\$249,136	\$7,786	\$3.41
Total Uses	\$9,094,938	\$284,217	\$219.26

Applicant: Bellwether
Project Name: Overlake TOD
Location: 15218 NE Shen Street, Redmond, WA
Project Description: New construction of 333 homes for low- to moderate-income households (30-80% AMI), including set-asides and services specific to people living with physical, intellectual and developmental disabilities (IDD).

Residential Project Sources	Amount Total	Amount per Unit
4% LIHTC Equity	\$ 67,588,520	\$2,048,137
Senior Private Lender Loan	\$ 21,000,000	\$636,364
Amazon Housing Equity Fund	\$ 36,630,000	\$1,110,000
Evergreen Impact Housing Fund	\$ 13,458,054	\$407,820
Developer Fee Note	\$ 2,500,000	\$75,758
King County TOD Fund	\$ 5,000,000	\$151,515
WA State HTF	\$ 5,000,000	\$151,515
ARCH HTF	\$ 3,500,000	\$106,061
IDD HTF	\$ 2,900,000	\$87,879
Bellwether Sponsor Note	\$ 3,968,062	\$120,244
Total Sources	\$ 161,544,636	\$4,895,292

Commercial Project Sources	Amount Total	Amount per SF
Senior Private Lender Loan (taxable)	\$ 4,015,146	\$101
Microsoft Grant	\$ 1,000,000	\$25
The City of Redmond	\$ 509,597	\$13
Bellwether Sponsor Note	\$ 31,938	\$1
Total Sources	\$ 5,556,681	\$139

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$340,000	\$1,021	\$1.00
Construction	\$128,667,759	\$386,390	\$379.81
Soft Costs	\$ 14,768,733	\$44,351	\$43.60
Pre-Development / Bridge Financing	\$300,000	\$901	\$0.89
Financing and Bond Related Costs	\$18,204,709	\$54,669	\$53.74
Other Development Costs	\$4,820,116	\$14,475	\$14.23
Total Development Costs	\$167,101,317	\$501,806	\$493.26



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: King County Conservation Futures open space acquisition grant.	For Council Meeting Agenda of: 02/12/2024 Department: Environmental Services Prepared by: Richard Sawyer, ES Director										
Proposed Council Action/Motion: Authorize City Manager to execute Interlocal Agreement 24-C3009 with King County to accept a grant award in the amount of \$546,750 for acquisition of two conservation properties in the City of Kenmore.	<table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td>RS</td></tr><tr><td>Approved by City Attorney:</td><td>NA</td></tr><tr><td>Approved by Finance Director:</td><td>NA</td></tr><tr><td>Approved by City Manager:</td><td>RK</td></tr></tbody></table> Attachments/Exhibits: None		<u>Initial & Date</u>	Approved by Department Head:	RS	Approved by City Attorney:	NA	Approved by Finance Director:	NA	Approved by City Manager:	RK
	<u>Initial & Date</u>										
Approved by Department Head:	RS										
Approved by City Attorney:	NA										
Approved by Finance Director:	NA										
Approved by City Manager:	RK										
Summary: The City has been awarded \$546,750 through a Conservations Futures grant from King County. Staff are requesting Council action to accept this grant from King County.											
Information/Background: In 2023, the City applied for a King County Conservation Futures (CFT) grant to pay for two recently acquired properties to use as open space. The CFT program provides 75% of property acquisition costs and a 25% match is provided by the City. The City was awarded the grant in late 2023 and this ILA transfers funds to the City and outlines the conditions to utilize the properties as open space. CFT properties are expected to be conserved as natural open space. A summary of each property is provided below. The first property is located on the east side of 61 ST AVE NE just south of NE 185 TH ST. The 0.3-acre property is vacant and contains Tributary 0056 on its western edge. Acquisition of the property is part of a larger strategy to acquire more Tributary 0056 property along 61 ST AVE NE to protect both the stream and the roadway. The existing right-of-way ends directly behind the sidewalk making access for roadway work and stream restoration difficult. The property was purchased December 14, 2023 for \$49,500. This grant provides \$36,750 back to the City's SWM Fund. The second property is located at 18727 73 RD AVE NE. The property had a long history of flooding and contained a single-family home, which was demolished in 2023. Muck Creek, a tributary to Swamp Creek, flows along the southern border of the property before entering two culverts under 73 RD AVE NE and into wetlands surrounding Swamp Creek. The City is currently designing a restoration project to											

restore this 1.34-acre property back to its natural riparian habitat. The property was purchased November 14, 2022 for \$680,000. This grant provides \$510,000 back to the City's SWM Fund.

Fiscal Consideration:

The grant award amount of \$546,750 will be deposited into the Surface Water Management Fund.

City Council Priority or Budget Objective Being Addressed:

Council Priority #2 to implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.



City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Recycling Event Project Management for 2024 and 2025.

Proposed Council Action/Motion:

Authorize City Manager to Execute Contract No. 24-C3010 with Olympic Environmental Resources in the amount not to exceed \$ 115,000.00 for the management of residential recycling events and administration of the supporting grant funds.

For Council Meeting Agenda of: 02/12/2024

Department: Public Works Operations

Prepared by: Jennifer Gordon, Public Works
Operations Director

Initial & Date

Approved by Department Head:

JG 1/31/2024

Approved by City Attorney:

DR 2/1/2024

Approved by Finance Director:

N/A

Approved by City Manager:

RK 2/1/2024

Attachments/Exhibits:

Contract No. 24-C3010

Information/Background Summary:

The City has been receiving grant funds from the Seattle-King County Health Department, King County Solid Waste Division, and the Washington State Department of Ecology Grant for many years and has used those funds to host two residential recycling events annually. The recycling events have always been extremely popular and very successful at keeping many recyclables out of the waste stream.

Due to the decline in available grant funds, the City has been partnering with the City of Lake Forest Park in recent years, combining grant funds to host recycling events that serve both communities. If there is enough funding available, rain barrels and/or compost/worm bins may be sold at one or more events.

Olympic Environmental Resources (OER) will continue to provide assistance with grant administration, reimbursement requests and coordination with the City of Lake Forest Park for our residential recycling events.

The work performed by OER consists of the planning, assisting with grant applications, implementation, and reporting requirements necessary to fulfill the different grant requirements. All costs incurred by OER associated with the annual recycling collection events are completely covered by grant funds. If grant funds are not available as estimated, services offered at the recycling event will be reduced. The table below is the breakdown of current funding sources.

2024-2025 Ecology CPG Grant (through June 2025)	\$ 36,225.00
2025 Ecology CPG Grant (July-December 2025 estimate)	\$ 15,000.00
2024 King County Solid Waste Division WRR Grant	\$ 15,635.00
2025 King County Solid Waste Division WRR Grant (estimate)	\$ 16,000.00
2024 King County Health Department Grant	\$ 12,753.20
2025 King County Health Department Grant (estimate)	\$ 12,000.00
Contingency in case additional grant funds become available	\$ 5,000.00
2022-2023 Total	\$ 110,613.20

Fiscal Consideration:

All work associated with the annual residential recycling events are 100% grant funded.

Minimal administrative staff time for contract management and grant fund reporting.

City Council Priority or Budget Objective Being Addressed:

- Develop a Kenmore Climate Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration.
- Promote sustainable economic development.
- Foster community engagement, participation, and fun.

City of Kenmore Contract #: 24-C3010

Authorized Amount: \$115,000.00

Date Start: January 1, 2024

Date End: December 31, 2024

**CONSULTANT SERVICES AGREEMENT
Recycling Event Project Management**

THIS AGREEMENT is entered into by and between the City of Kenmore, Washington, a municipal corporation (“City”) and Olympic Environmental Resources, (“Consultant”) organized under the laws of the State of Washington, located, and doing business at 4717 SW Walker ST, Seattle, Washington 98116. Paul Devine (206) 938-826, (hereinafter the "Consultant").

RECITALS:

WHEREAS, the City desires to have certain services performed for its residents; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

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

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work performed using the billing invoice form at Exhibit “C.”

 X According to the rates set forth in Exhibit “B.”

X A sum not to exceed One hundred ten thousand six hundred thirteen dollars and twenty cents (\$110,613.20).

 Other (describe): _____

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice.

3. Duration of Agreement.

This Agreement shall be in full force and effect for a period commencing on January 1, 2024 and ending December 31, 2025 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents.

- A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.
- B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

5. Independent Consultant.

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of

the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

6. Indemnification.

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance.

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal

injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Consultant's profession.

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

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

8. **Record Keeping and Reporting.**

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

9. City's Right of Inspection and Audit.

- A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Consultant to Maintain Records to Support Independent Contractor Status.

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

11. Work Performed at the Consultant's Risk.

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

12. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.
- E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Force Majeure.

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

14. Discrimination Prohibited.

The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

15. Assignment and Subcontract.

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

16. Conflict of Interest.

The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit “A.” In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

17. Confidentiality.

All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds.

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

19. Entire Agreement.

This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

20. Notices.

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

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

City Clerk
City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Paul Devine
Olympic Environmental Resources
4717 SW Walker ST
Seattle, Washington, 98116
(206) 938-8262
pauldevine@msn.com

21. Applicable Law; Venue; Attorneys' Fees.

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

22. Compliance with Laws.

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

23. Counterparts.

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

24. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT

CITY OF KENMORE

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: Rob Karlinsey

Title: City Manager

Date: _____

APPROVED AS TO FORM

Kenmore City Attorney's Office

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following outlined here or attached separately.

Residential Recycling Collection Events

The events are tentatively scheduled for spring (May, June) and fall (September, October, November) of 2024 and 2025. At the events the following materials will be collected and recycled: tires, batteries, mattresses, bulky yard waste (large material only), scrap wood, appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals, cellular phones, electronic equipment, shredded paper, textiles and reusable or recyclable household goods (if a service provider is available), porcelain toilets and sinks, propane tanks, and other materials whenever practical. User fees will apply to the collection of some materials. Computers, computer monitors, and TV sets will be collected if the material is paid for by Washington Materials Management & Financing Authority. In addition, latex and oil-based paint will be collected if the material is paid for by the Washington PaintCare Program. The City will partner with the City of Lake Forest Park in hosting these events.

If funding is available, rain barrels and/or compost/worm bins will be sold at one or more events in 2024-25.

EXHIBIT B**Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the rates specified below or attached hereto, as Exhibit B.**

The project budget will incorporate the City of Kenmore grant funds available from the Seattle-King County Health Department, King County Solid Waste Division, and the Washington State Department of Ecology Grant. OER will assist Kenmore with grant administration and reimbursement requests. Total grant funds are \$110,613.20 and include all items that will be billed to the grants directly by the City, such as City staff time.

All costs incurred by Olympic Environmental Resources associated with the annual recycling collection events are completely covered by grant funds. Olympic Environment Resources is available to provide additional services at the request of the City of Kenmore. Olympic Environment Resources hourly rates are: Project Manager - \$80/hour and Recycling Event Staff - \$65/hour. For 2024-25, the total contract shall not exceed \$110,613.20. Of this, no more than \$55,500 will be spent on administrative expenses.

The City of Kenmore is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on recycling projects in 2024-25. The recycling budget is based on the following:

2024 King County Solid Waste Division WRR Grant Total	\$15,635.00
2025 King County Solid Waste Division WRR Grant Total - estimate	\$16,000.00
2024 King County Health Department Grant	\$12,753.20
2025 King County Health Department Grant - estimate	\$12,000.00
2024-25 Ecology CPG Grant – through June 2025	\$36,225.00
2025 Ecology CPG Grant – from July - December 2025 – estimate	\$13,000.00
Contingency in case additional grant funds come available	\$ 5,000.00
2024-2025 Total	\$110,613.20

EXHIBIT CCity of Kenmore
Billing Invoice

To: City of Kenmore
18120 68th Ave. NE
Kenmore, Washington 98028
Phone: (425) 398-8900

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Attach itemized description of services provided.

Specific Program/Project: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount \$_____

Previous payments \$_____

Current request \$_____

Balance remaining \$_____

Approved for Payment by: _____ Date: _____

Authorized Signature (Required)_____

EXHIBIT D

See attached.

Olympic Environmental Resources W-9



City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Parametrix Consultant Contract for the Arrowhead Drive Sidewalk and Traffic Calming Project	For Council Meeting Agenda of: 02/12/2024 Department: Public Works Engineering Prepared by: Thomas Joachimides, Sr. Civil Engineer Initial & Date Approved by Department Head: <u>JV, 01/31/24</u> Approved by City Attorney: <u>N/A</u> Approved by Finance Director: <u>MM, 01/31/24</u> Approved by City Manager: <u>RGK, 01/31/24</u> Exhibits/Attachments: N/A
Summary: Staff are seeking city council approval to execute a contract with Parametrix in the amount of \$446,337.37 to begin design services for the Arrowhead Drive Sidewalk and Traffic Calming project.	
Information/Background: The City utilizes consultants to assist in the implementation of its Capital Improvement Plan (CIP). The Arrowhead Drive Sidewalk and Traffic Calming project is identified in the current CIP and design services are needed to advance this project. This project will construct approximately 2,100 linear feet of new frontage improvements on the west and north side of Arrowhead Drive NE from NE 151 st Street to 64 th Ave NE. The project also includes the installation of an RRFB (pedestrian crossing flasher), and traffic calming measures to enhance safety. Prior to permanent installation of calming measures, public outreach will be conducted to solicit comments from residents about the types of calming measures proposed and a demonstration of the selected calming measure will be put in place prior to start of construction. The City advertised in both the Seattle Times and Daily Journal of Commerce for Statements of Qualifications (SOQ) from potential transportation civil engineering firms. Staff reviewed the SOQs before selecting 3 firms to interview. After conducting interviews, staff selected the multi-discipline, multi-firm team gathered by Parametrix as the best team to meet the City's needs for this project.	
Fiscal Consideration: The 2023-2024 biennial budget for the Arrowhead Drive Sidewalk and Traffic Calming Project is \$2,409,167. Of these funds, \$1,997,455 are grant funds provided through the Washington State	

IX. K. Authorize the City Manager to execute a contract for \$446,337.37 ...

Department of Transportation Safe Routes to Schools Program. City funds make up the difference. The funds to pay for these services under this contract are allocated within the approved project budget.

City Council Priority/Budget Being Addressed:

Council Priority 3: 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 Agenda Bill City of Kenmore, WA

Subject/Topic: Review of the Love Where You Live Project Community Survey #1 results, conducted and presented by EMC Research Proposed Council Action/Motion: No proposed action. Review and discussion only.	For Council Meeting Agenda of: 02/12/2024 Department: City Manager's Department Prepared by: Lauren Chomiak, Communications Specialist <table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 2/1</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>N/A</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>N/A</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 2/1</u></td></tr></tbody></table> Attachments/Exhibits: Attachment #1: Community Survey #1 Topline Results provided by EMC Research Attachment #2: The Love Where You Live Project Community Survey #1 Presentation by EMC Research		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 2/1</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RK 2/1</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SL 2/1</u>										
Approved by City Attorney:	<u>N/A</u>										
Approved by Finance Director:	<u>N/A</u>										
Approved by City Manager:	<u>RK 2/1</u>										
Summary: The first phase of The Love Where You Live Project community engagement concluded in December 2023 with a statistically valid community survey. The City contracted with EMC Research, a market research and data analytics firm based in Seattle, to conduct two statistically valid surveys. The first survey was conducted from December 4 – 19, 2023 and 300 Kenmore residents (registered voters) participated. EMC Research will present the results and findings from this first survey. The results of the first survey will help inform future steps of the Love Where You Live Project and provide statistically valid data to compare with the qualitative data that has been collected. The last time the City of Kenmore administered a statistically valid community survey was in 2019, also using EMC Research. Some of the same questions from 2019 and previous years were asked in the 2023 survey so trends can be tracked over time.											
Information/Background: The Love Where You Live Project Phase 1: The City of Kenmore Love Where You Live Project is a year-long community engagement effort that											

began in the summer of 2023. The goal of the project is to gather broad feedback from the community about their priorities and vision for the future of Kenmore.

Since June of 2023, a variety of community engagement and data collection methods have been used to gather feedback from the community for The Love Where You Live Project, including:

- In-person engagement booths at 22 community events using a hands-on approach called “Dream, Play, Build”
- An online survey to accompany the summer engagement events (not statistically valid)
- Social media quick surveys

Over 1,100 ideas and responses were collected throughout the summer. In the fall of 2023, the City of Kenmore partnered with UW Bothell Business Management students who coded, organized, and analyzed the collected data. The high-level results were presented by city staff at the January 9, 2024, City Council meeting.

The final element of Phase 1 was administering a statistically valid survey. The survey was administered by EMC Research from December 4 – 19, 2023. 300 registered Kenmore voters completed the survey.

The Love Where You Live Project Phase II:

Phase II of community engagement for the Love Where You Live Project is underway and will continue through the spring of 2024. The approved plan for Phase II includes:

- 3-4 community workshops held in late February and early March 2024 at Moorlands Elementary, Kenmore Middle School, the Kenmore Community Club, and possibly the Hangar.
- A second statistically valid survey conducted by EMC Research in March of 2024. This survey will build on the findings from the first survey.
- Exploring opportunities for Lakepointe and downtown development discussions.

Fiscal Consideration:

There is no fiscal consideration. Costs for the Love Where You Live Project workshops and surveys are included in the City’s 2023-24 biennial budget.

City Council Priority or Budget Objective Being Addressed:

- Foster community engagement, participation, and fun.

Survey of Registered Voters
City of Kenmore, WA
Multi-Modal Phone, Email-to-Web, Text-to-Web
Conducted December 4th – 19th, 2023
n=300; Margin of Error ± 5.7 percentage points
EMC Research #23-9138

Where applicable, results are compared with:

Telephone and Text-to-Web Survey
Registered Voters
December 4-12, 2019
n=300; MoE: ± 5.7 %
EMC #19-7497

Telephone Survey
Registered Voters
April 24 – May 2, 2016
n=300; MoE: ± 5.7 %
EMC #16-5967

Telephone Survey
Registered Voters
December 2 – 10, 2015
n=300; MoE: ± 5.7 %
EMC #15-5355

All numbers in this document represent percentage (%) values, unless otherwise noted.
Please note that due to rounding, percentages may not add up to exactly 100%.

GREETING: Hello, my name is _____, may I speak with **(NAME ON LIST)**?

INTERVIEWER: NOL ONLY

INTRO: Hello, my name is _____, and I'm conducting a survey for _____ to find out how people feel about issues in Kenmore. We are not trying to sell anything and are collecting this information on a scientific and completely confidential basis.

-
1. Do you live in the City of Kenmore?

Yes		100
No → TERMINATE		-
(Don't know/Refused) → TERMINATE		-

 2. Do you feel that things in Kenmore are generally going in the right direction, or do you feel things have gotten pretty seriously off on the wrong track?

	<u>2015</u>	<u>2016</u>	<u>2019</u>	<u>2023</u>
Right direction	69	74	64	69
Wrong track	12	15	17	25
(Don't know/Refused)	18	12	19	6

3. What is the most important issue the Kenmore City Council needs to address over the next two years? **(OPEN-ENDED QUESTION, ONE RESPONSE ACCEPTED, RESPONSES CODED INTO CATEGORIES)**

Affordable housing/Living	17
More business/Restaurants	12
Traffic/Congestion	8
Infrastructure	7
Crime/Public safety	5
Need more sidewalks	5
Homelessness	5
Tax policies	4
Fiscal responsibility	4
Managing growth/Population increase	3
Economic development	3
Recreational/Athletic fields/Parks	3
Environment	3
Transportation	1
Education	1
Beautification of buildings/Kenmore	1
Other	10
None/Don't know/No opinion	6



4INT. Using a scale of excellent, good, only fair, or poor, please rate each of the following.

SCALE:	Excellent	Good	Only Fair	Poor	(DK/Ref)	Positive	Negative
--------	-----------	------	-----------	------	----------	----------	----------

(ALWAYS ASK FIRST)

4. The overall quality of life in Kenmore

2023	23	65	10	2	-	88	12
2019	23	63	13	1	0	86	14
2015	24	63	11	1	1	86	12

(ALWAYS ASK SECOND)

5. The job Kenmore City government does overall

2023	10	54	25	7	4	64	32
2019	7	54	29	4	6	61	33
2016	7	53	31	5	5	60	35
2015	10	55	25	4	6	65	29

(RANDOMIZE)

6. The job the City of Kenmore is doing using tax dollars responsibly

2023	7	38	36	14	6	45	50
2019	5	38	30	10	17	43	40
2016	5	42	31	9	13	48	40
2015	5	41	30	11	13	46	41

7. The job the City of Kenmore does delivering services efficiently

2023	13	57	21	5	3	70	26
2019	8	56	23	5	7	64	28

8. The overall financial health of the City

2023	6	46	28	8	12	51	36
2019	8	38	23	4	26	46	28

9. The job the City does maintaining its roads, parks, and other infrastructure

2023	22	50	22	5	0	72	27
-------------	----	----	----	---	---	-----------	-----------

(END RANDOMIZE)

10. Using a scale from 1 to 7, where 1 means you are not at all satisfied and 7 means you are extremely satisfied, how would you rate your level of satisfaction with the services provided by the City of Kenmore?

1 – Not at all satisfied				7 – Extremely satisfied				(Don't know)	Mean
SCALE:	1	2	3	4	5	6	7		
2023	3	3	8	21	31	26	7	1	4.8
2019	2	3	9	16	39	21	7	4	4.8



11INT. I'm going to read you a list of items the City of Kenmore could focus on in the next few years. After each one, please rate how high a priority you feel it should be for the City using a scale of 1 to 7, where 1 means you feel that item should be a very low priority, and 7 means that item should be a very high priority.

		1 – Very low priority				7 – Very high priority				
SCALE:		1	2	3	4	5	6	7	(DK/Ref)	Mean
(RANDOMIZE)										
11.	Providing more recreational opportunities	5	6	10	24	24	13	17	0	4.7
12.	Bringing more restaurants to Kenmore	4	5	10	12	22	20	26	-	5.1
13.	Attracting new businesses and jobs	1	2	6	13	24	18	36	0	5.5
14.	Building more housing that’s more affordable	16	9	11	15	14	10	26	0	4.4
15.	Improving local public transportation, including buses and access to light rail	6	7	11	14	19	22	21	-	4.8
16.	Reducing local traffic congestion and improving vehicle traffic flow in Kenmore	3	3	5	16	25	18	30	-	5.3
17.	Reducing homelessness in Kenmore	11	7	9	13	15	17	28	1	4.8
18.	Reducing Kenmore’s greenhouse gas emissions and adapting to the impacts of climate change	17	8	12	14	16	15	18	0	4.2
19.	Improving sidewalks, bike paths, and streets to increase safety for pedestrians and bicyclists	5	6	8	14	20	19	28	-	5.1
20.	Making Kenmore a diverse, inclusive, and welcoming community for all	14	4	10	14	14	15	28	-	4.7
21.	Maintaining public safety and combatting crime	2	0	3	8	18	16	52	-	6.0
22.	Maintaining the city’s existing roads, parks, and other public infrastructure	-	1	3	10	19	32	35	-	5.8
23.	Providing more human services to help those with drug addictions, mental illness, or who struggle to make ends meet	11	9	8	18	18	17	21	0	4.6
24.	Protecting the natural environment and restoring wildlife habitat	3	6	7	16	24	16	27	-	5.1
25.	Increasing the tree canopy throughout the city	9	7	12	22	25	10	15	1	4.4
(END RANDOMIZE)										



26INT. Next I will read you some statements about housing in Kenmore. Please tell me whether you strongly agree, somewhat agree, somewhat disagree, or strongly disagree with each one.

SCALE:	Strongly Agree	Somewhat Agree	Somewhat Disagree	Strongly Disagree	(DK/Ref)	Total Agree	Total Disagree
(RANDOMIZE)							
26. We need to build more housing in Kenmore	19	34	25	21	2	53	46
27. There is not enough housing in Kenmore that is affordable for people like teachers, those working in the trades, and first responders	39	34	17	8	3	73	24
28. We should protect the forests, farms, and wild spaces in our region's rural areas by encouraging more compact development in Kenmore to prevent regional sprawl	33	39	18	9	1	72	27

(END RANDOMIZE)

29. Kenmore needs to grow its population because tens of thousands of people are coming to the Puget Sound and we are required to make room for Kenmore's share of the region's growth. But we do have choices in how we grow. Currently, there are generally two main types of housing allowed in Kenmore: single-family homes and apartment buildings. Some people have suggested that to accommodate growth, we should allow more duplexes and triplexes in Kenmore's single-family neighborhoods.

Do you support or oppose changing regulations to allow for more duplexes and triplexes in Kenmore's neighborhoods? **(IF SUPPORT/OPPOSE: Is that strongly or somewhat support/oppose?)**

Strongly support	27	→59
Somewhat support	33	
Somewhat oppose	12	→39
Strongly oppose	28	
(Don't Know/Refused)	2	

30. Some people say that our neighborhoods should have a range of housing options and that we need more housing choices in Kenmore besides just single-family homes and apartments. They say allowing additional types of housing like duplexes and triplexes would give people who can't afford or don't need a full single-family home more options than just apartments. This would create more attainable housing for more people at different points in their lives.

Given what you've heard, do you support or oppose changing regulations to allow for more duplexes and triplexes in Kenmore's neighborhoods? **(IF SUPPORT/OPPOSE: Is that strongly or somewhat support/oppose?)**

Strongly support	26	→62
Somewhat support	36	
Somewhat oppose	12	→37
Strongly oppose	24	
(Don't Know/Refused)	1	

31INT. Moving on, I'm going to read you a list of projects related to parks and recreation that could be funded by the City over the next few years. After each one, please rate how high a priority you feel it should be for Kenmore using a scale of 1 to 7, where 1 means you feel that item should be a very low priority, and 7 means that item should be a very high priority.

1 – Very low priority					7 – Very high priority				(DK/Ref)	Mean
SCALE:	1	2	3	4	5	6	7			
(RANDOMIZE)										
31.	Adding an off-leash dog park									
<u>2023</u>	20	13	12	13	18	9	14	1	3.8	
<u>2015</u>	18	13	12	14	16	11	14	2	3.9	
32.	Adding outdoor sport courts such as tennis and basketball ⁱ									
<u>2023</u>	11	11	15	20	21	11	10	1	4.0	
<u>2015</u>	11	10	16	23	21	11	8	0	4.0	
33.	Adding pickleball courts									
<u>2023</u>	28	14	14	17	14	7	4	2	3.2	
34.	Adding to and improving Kenmore’s waterfront access, such as areas for boating and paddling									
<u>2023</u>	5	4	10	15	21	17	28	1	5.1	
<u>2015</u>	4	4	8	10	16	24	33	1	5.3	
35.	Building additional sports and athletic fields									
<u>2023</u>	13	12	17	16	14	10	16	1	4.0	
<u>2015</u>	12	13	14	22	18	9	10	2	3.9	
36.	Adding more picnic facilities ⁱⁱ									
<u>2023</u>	12	10	18	23	21	7	7	1	3.8	
<u>2015</u>	9	8	15	19	27	14	7	0	4.2	
37.	Building an indoor public swimming pool									
<u>2023</u>	18	10	10	16	14	11	20	1	4.1	
38.	Providing more nature paths and trails									
<u>2023</u>	7	8	10	14	23	14	23	1	4.7	
39.	Adding a spray park or splash pad									
<u>2023</u>	23	13	14	14	17	6	10	2	3.5	
40.	Adding more open space									
<u>2023</u>	10	8	12	24	17	13	15	1	4.3	
41.	Restoring fish and wildlife habitat									
<u>2023</u>	7	4	9	16	19	17	27	1	5.0	
42.	Adding public art									
<u>2023</u>	23	13	11	14	19	9	10	1	3.6	

ⁱ In 2015, item worded as "Adding outdoor sport courts such as tennis, basketball and pickleball in city parks."

ⁱⁱ In 2015, item worded as "Increasing picnic facilities in parks."

		1 – Very low priority				7 – Very high priority				
SCALE:		1	2	3	4	5	6	7	(DK/Ref)	Mean
43.	Providing more senior center space and activities for our senior citizens									
<u>2023</u>		7	8	12	19	21	17	16	1	4.5
44.	Building a community space for youth and teens to hang out and have activities									
<u>2023</u>		8	4	8	20	26	16	17	1	4.7

(END RANDOMIZE)

45. On another topic, Kenmore has recently begun using photo enforcement to ticket drivers who speed in two of the City's five school zones: Arrowhead Elementary on Juanita Drive, and Kenmore Elementary on 73rd Avenue. Since adding these enforcement cameras, average speeds have gone down, increasing safety for pedestrians and other road users. Do you approve or disapprove of the City's use of photo enforcement of driving speeds in school zones? **(IF APPROVE/DISAPPROVE: Is that strongly or somewhat approve/disapprove?)**
- | | | |
|----------------------|----|------------|
| Strongly approve | 32 | →59 |
| Somewhat approve | 27 | |
| Somewhat disapprove | 15 | →40 |
| Strongly disapprove | 25 | |
| (Don't Know/Refused) | 1 | |
46. Currently, the revenue from photo enforcement of school zone speed limits is used for traffic safety and road paving and preservation. Do you approve or disapprove of allowing some of this revenue to be used to help pay for police services as well? **(IF APPROVE/DISAPPROVE: Is that strongly or somewhat approve/disapprove?)**
- | | | |
|----------------------|----|------------|
| Strongly approve | 42 | →73 |
| Somewhat approve | 31 | |
| Somewhat disapprove | 8 | →26 |
| Strongly disapprove | 17 | |
| (Don't Know/Refused) | 1 | |

DEMOS. My last questions are for statistical purposes only.

47.	How many years have you lived in Kenmore?	
	Less than 2 years	3
	2-5 years	17
	6-10 years	19
	11-20 years	24
	More than 20 years	35
	(Don't Know/Refused)	1
48.	Do you currently own the home or apartment where you live, do you rent, do you live with family, or do you not have stable housing?	
	Own/buying	75
	Rent/lease	15
	Live with family	6
	No stable housing	-
	(Don't Know/Refused)	4
49.	Do you live in a detached single-family home, a mobile or manufactured home, an accessory dwelling unit such as a "mother-in-law" apartment or backyard cottage, a two-unit building, a building with three or four units, or a building with five or more units?	
	Detached single-family home	76
	A mobile or manufactured home	1
	An accessory dwelling unit such as a "mother-in-law" apartment or backyard cottage	1
	Two-unit building/(Duplex)	1
	Building with three or four units/(Triplex/Quadplex/Fourplex)	2
	Building with five or more units	14
	(Something else)	0
	(Don't Know/Refused)	4
50.	What is the last grade you completed in school?	
	Some grade school	-
	Some high school	1
	Graduated high school	4
	Technical or Vocational school	4
	Some college or Less than 4-year degree	17
	Graduated college or 4-year degree (BA, Bachelor)	38
	Graduate or Professional Degree (MA, Master's, PhD, MBA, Doctorate)	35
	(Don't know/Refused)	2



51.	In what year were you born?	
	18-29	11
	30-39	17
	40-49	18
	50-64	26
	65 or over	26
	(Refused)	3
52.	Do you consider yourself to be Hispanic or Latino, white or Caucasian, African American or Black, Asian or Pacific Islander, Native American, or something else? (MULTIPLE RESPONSES ACCEPTED)	
	Hispanic or Latino	5
	White or Caucasian	70
	African American or Black	1
	Asian or Pacific Islander	7
	Native American	1
	Something else	6
	(Refused)	13
53.	Do you identify as... (READ LIST)	
	Male	45
	Female	47
	Non-binary	1
	Another gender identity	1
	(Refused)	5

THANK YOU!



CITY OF KENMORE



Community Survey #1 Results

February 12, 2024



The Love Where You Live Project

Background

The Love Where You Live Project is a year-long community engagement effort that began in the summer of 2023. The goal of the project is to gather broad feedback from the community about their priorities and vision for the future of Kenmore.

Phase I Community Engagement Review: June – December 2023

- In-person engagement booths at 22 community events using the hands-on “Dream, Play, Build” method.
- An online survey open to all
- Over 1,100 qualitative responses collected
- **A statistically valid community survey conducted by EMC Research**





City of Kenmore Community Survey #1 December 2023

Methodology

Multi-modal Email- and Text-to-Web/live telephone survey of registered voters in Kenmore, Washington

Survey conducted December 4 – 19, 2023

300 interviews; overall margin of error ± 5.7 percentage points

Telephone interviews were conducted in English by trained, professional interviewers; landlines and mobile phones included

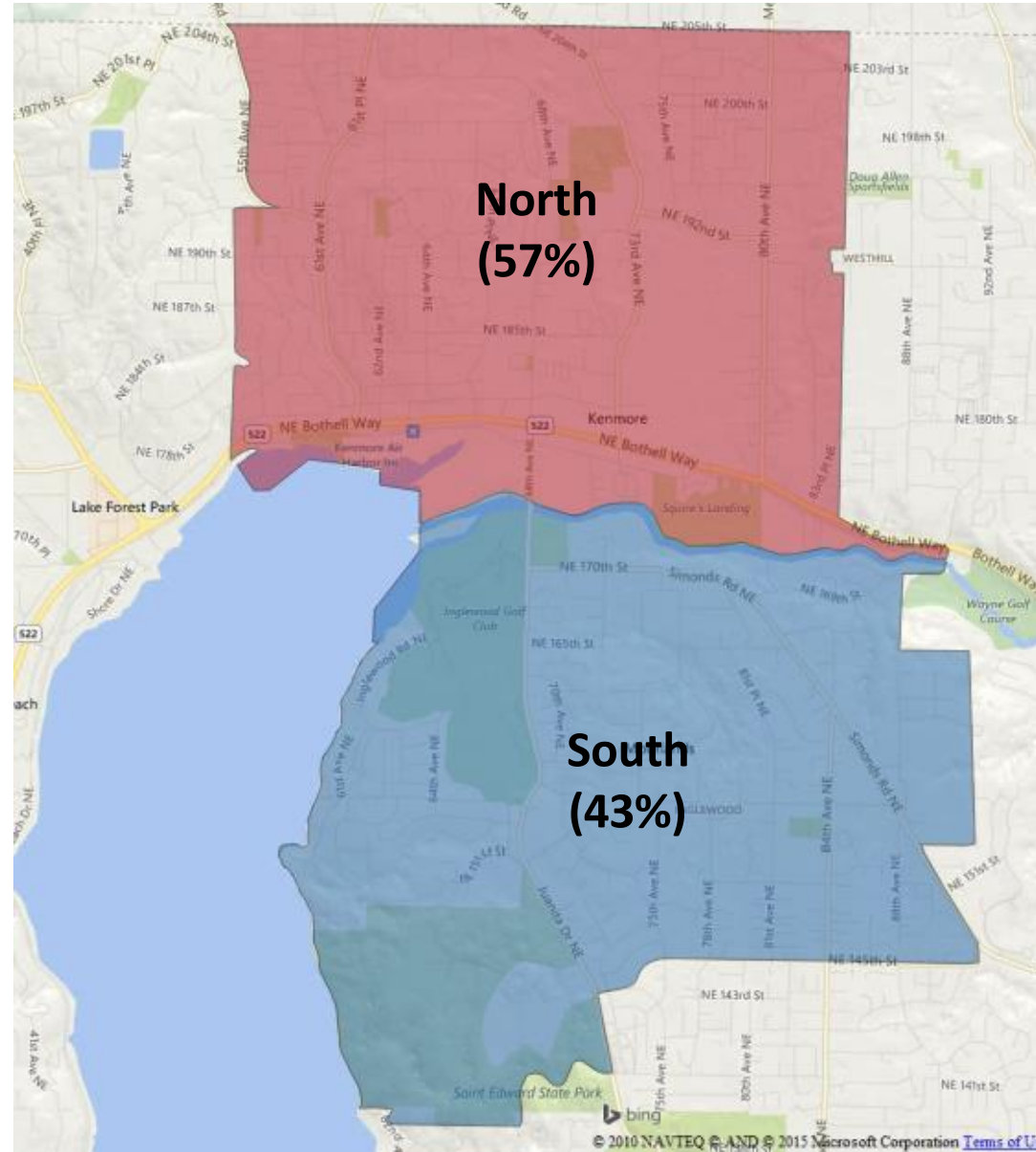
Where applicable, results compared with the following:

Methodology	Dates	Universe	Sample Size	Margin of Error	EMC #
Phone and Text-to-Web	December 4 – 12, 2019	All Registered Voters	300	± 5.7 percentage points	19-7497
Phone	April 24 – May 2, 2016	All Registered Voters	300	± 5.7 percentage points	16-5967
Phone	December 2 – 10, 2015	All Registered Voters	300	± 5.7 percentage points	15-5355

Please note that due to rounding, some percentages may not add up to exactly 100%.

Map of Kenmore

X.A. Love Where you Live Project Community Survey #1 Results, conducted...

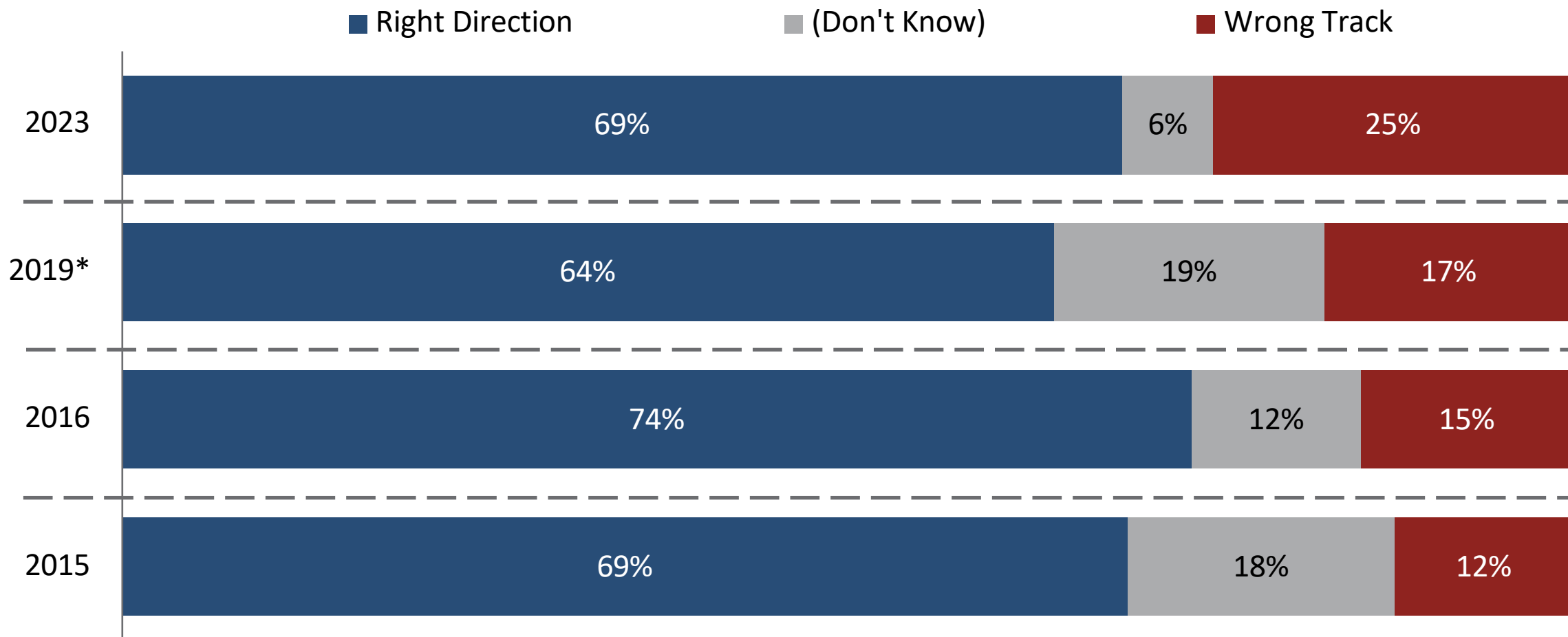




Kenmore Issue Environment

Direction of Kenmore

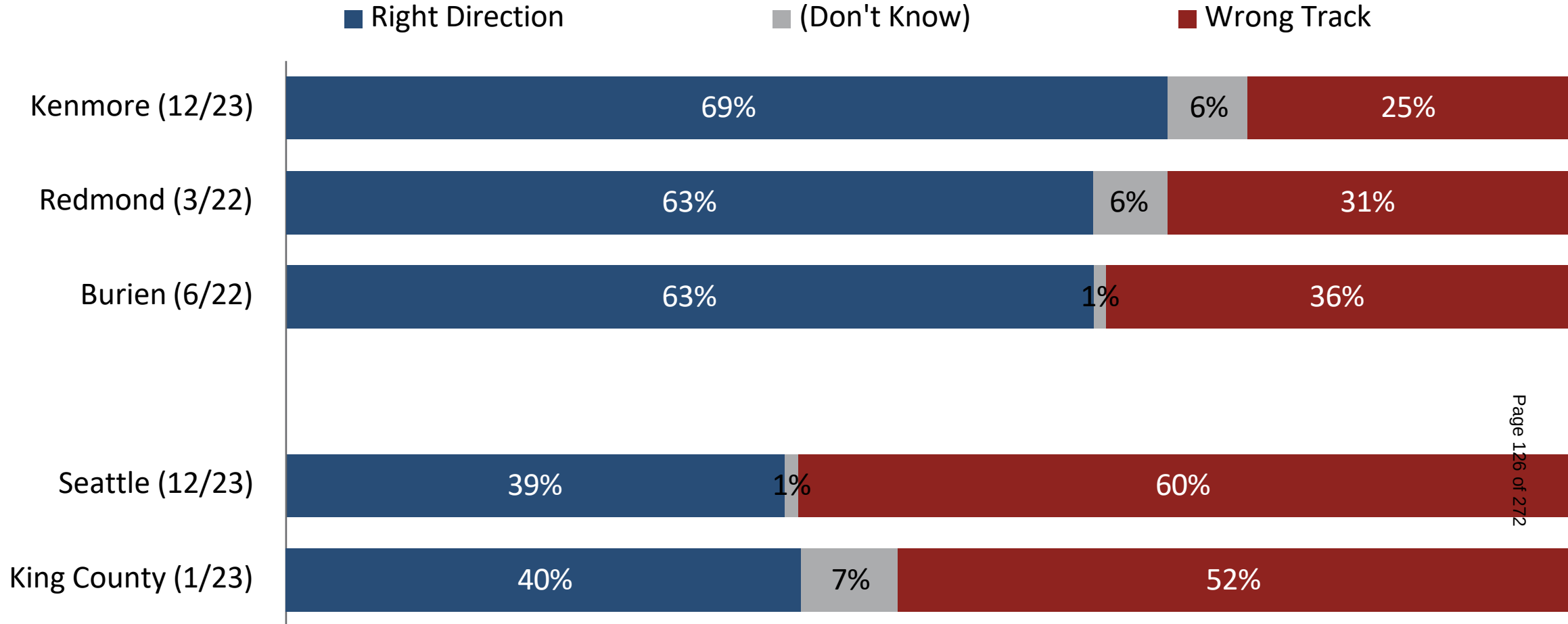
Residents continue to be optimistic about the direction of Kenmore.



*2019 was the first survey to include web respondents and offered an explicit “Don’t know” response option on web; an explicit “Don’t know” option was not offered for web in 2023
Q2. Do you feel things in Kenmore are generally going in the right direction, or do you feel things have gotten pretty seriously off on the wrong track?

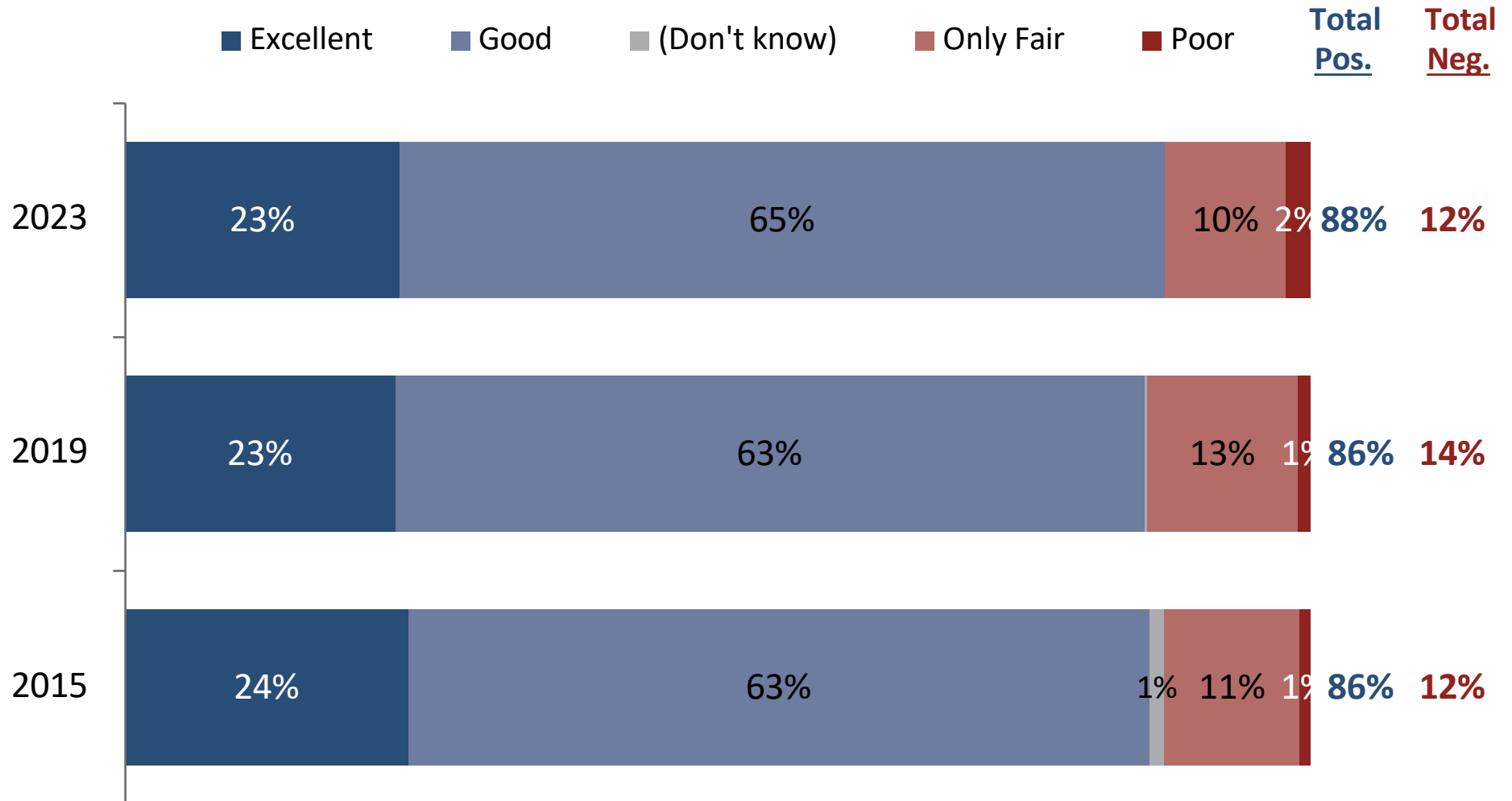
Right Direction/Wrong Track in the Region

Levels of optimism in Kenmore are comparable to other small cities in the region.



Quality of Life in Kenmore

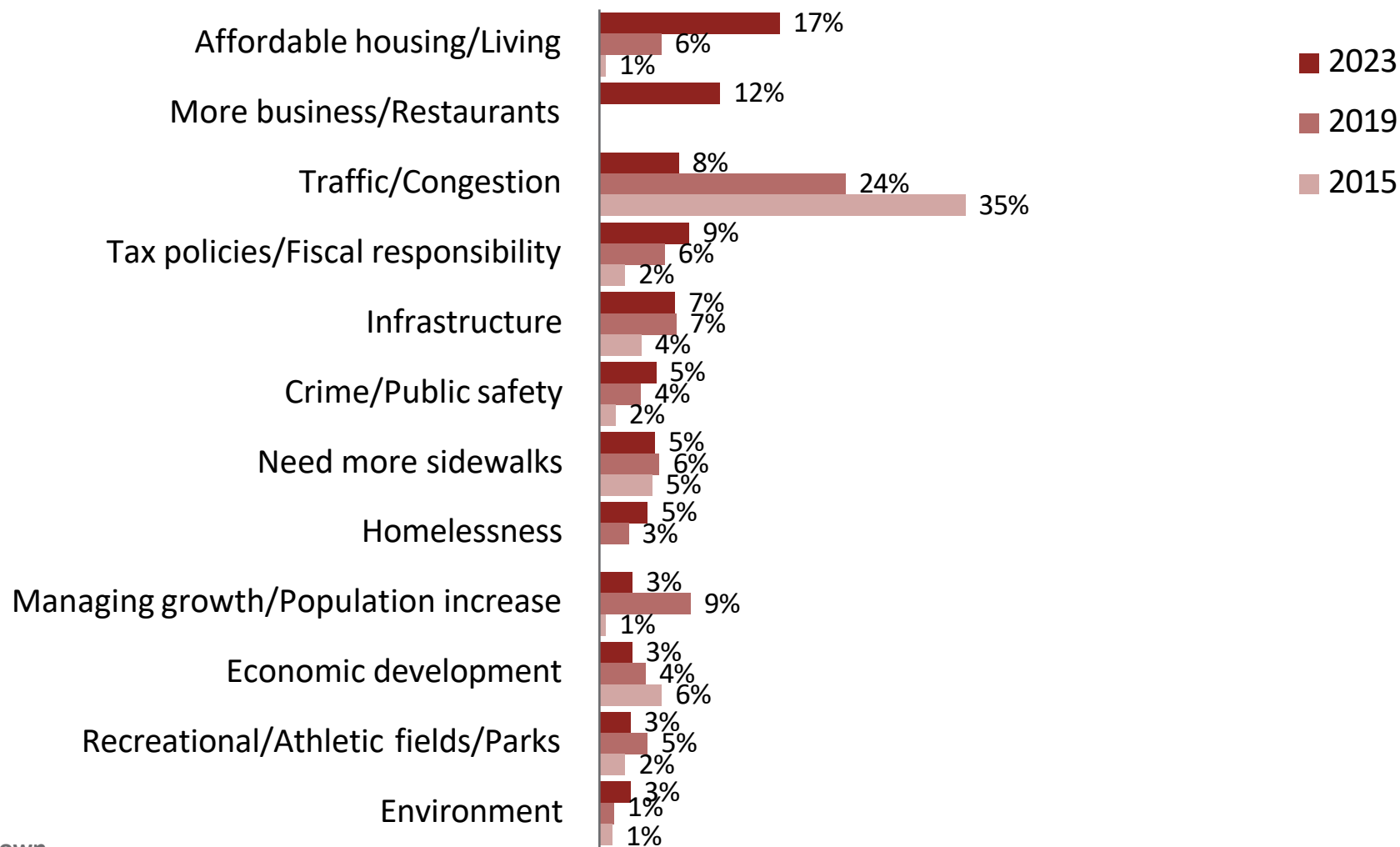
Perceptions of the quality of life in Kenmore remain overwhelmingly positive.



**The overall
quality of life in
Kenmore**

Most Important Problem in Kenmore

Affordable housing is now the top mentioned problem in Kenmore, followed by the need for more businesses and restaurants—which had not received enough mentions to warrant its own category in previous years.



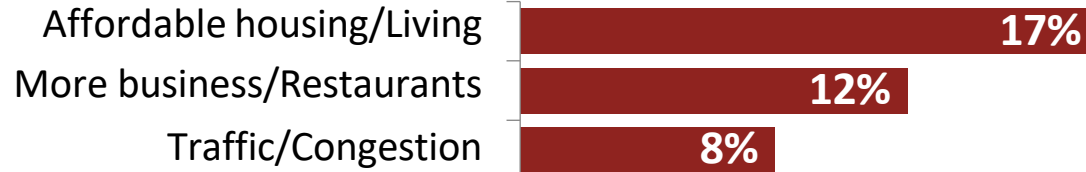
Other and No Opinion categories not shown

Q3. What is the most important issue the Kenmore City Council needs to address over the next two years? (Verbatim responses coded into categories)

Most Important Problem in the Region

Affordable housing is a common concern in communities throughout the region.

Kenmore 12/23*



Redmond 2/23



Kirkland 6/23



Burien 6/22



X.A. Love Where you Live Project Community Survey #1 Results, conducted...

*Kenmore wording was “What is the most important issue the Kenmore City council needs to address over the next two years?” as compared to “What do you think is the most important problem facing the City of X today?”



Perceptions of Local Government

Job Ratings in the Region

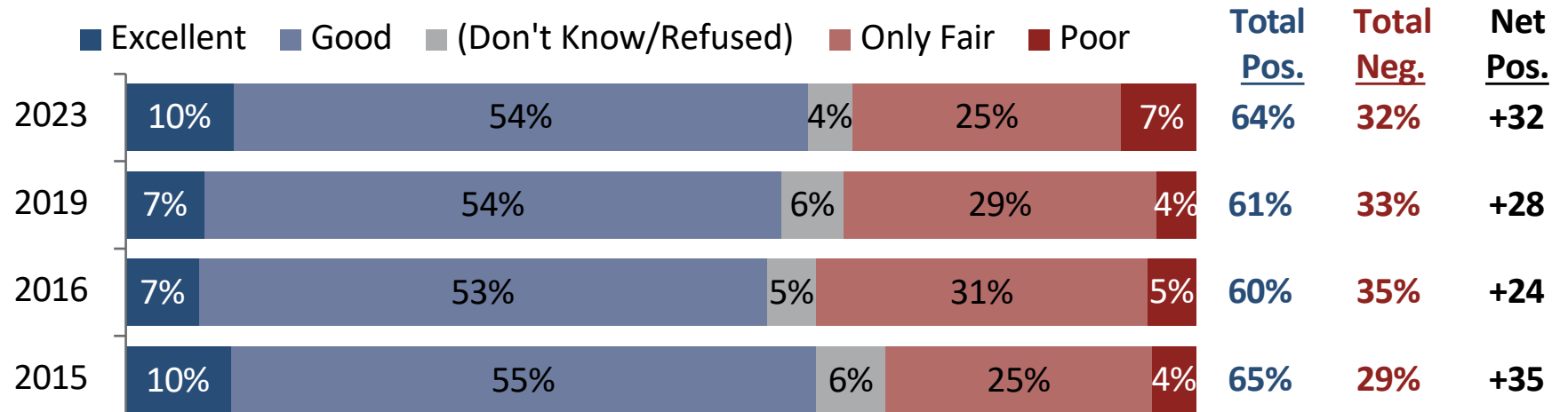
Ratings of other municipal governments in the region overall, as well as specifically on fiscal management and delivery of services, tend to be similar to ratings of Kenmore.

% Excellent/Good			
	Kenmore (12/23)	Redmond (2/23)	Kirkland (6/22)
Overall	64%	65%	64%
Using tax dollars responsibly	45%	43%	44%*
Delivering services efficiently	70%	65%	67%

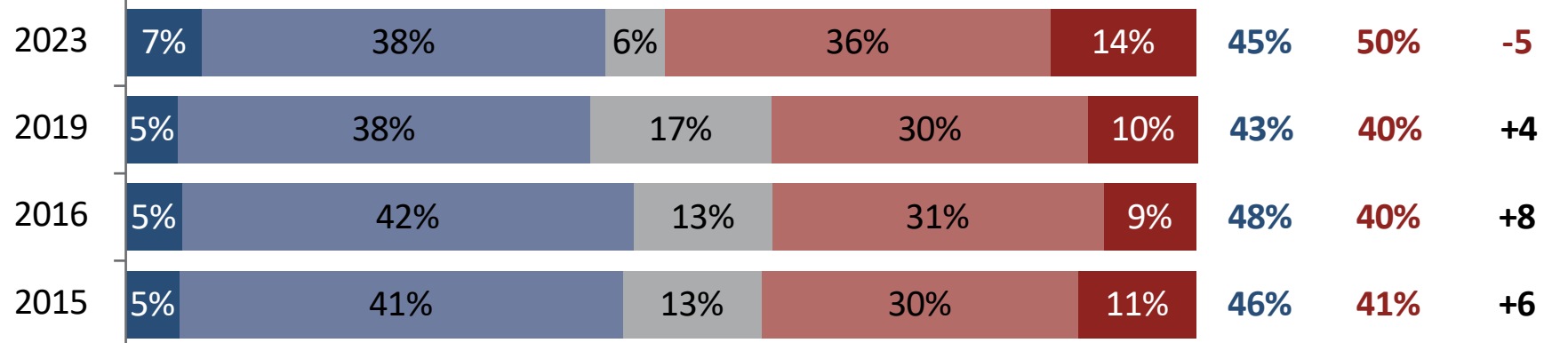
Kenmore Job Ratings Over Time

The overall rating of Kenmore City government remains stable. When not offered a “don’t know” response outright, perceptions on the use of tax dollars get a little more negative.

The job Kenmore City government does overall



The job the City of Kenmore is doing using tax dollars responsibly

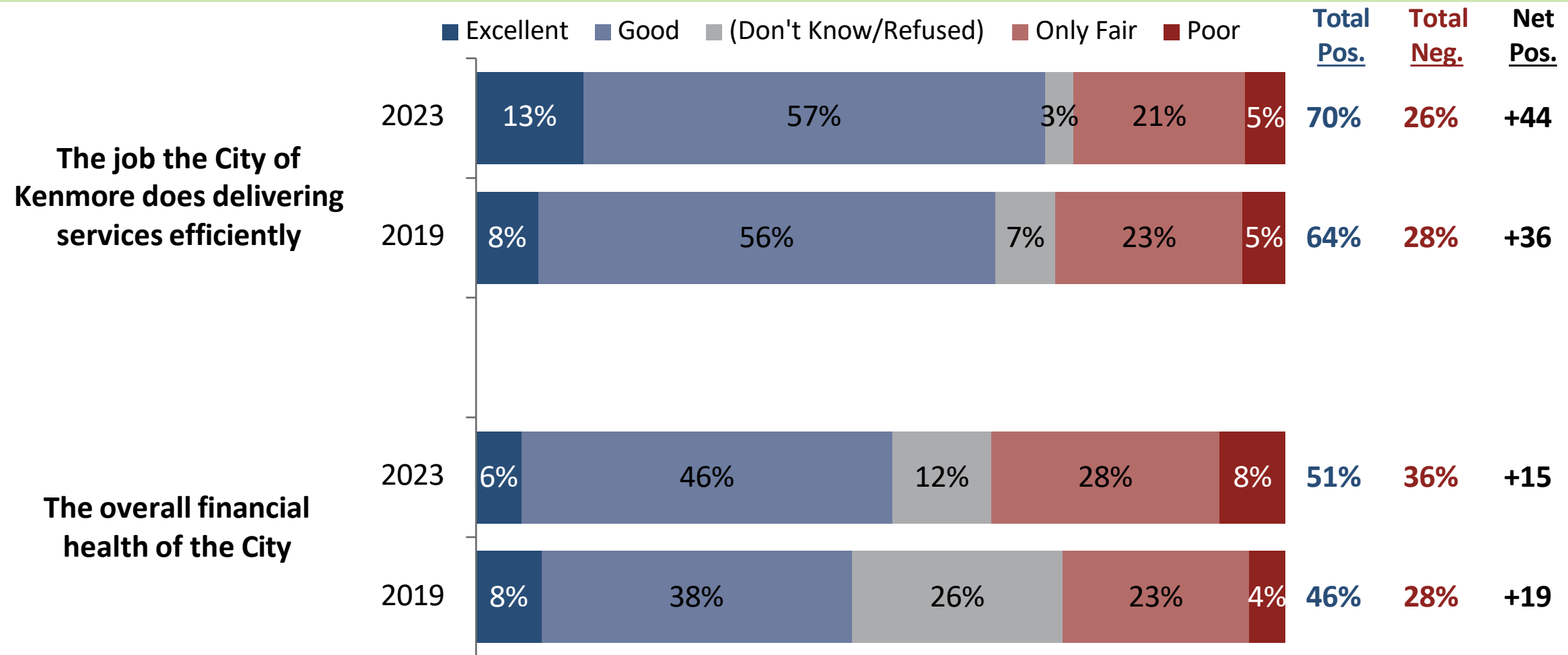


*2019 was the first survey to include web respondents and offered an explicit “Don’t know” response option on web; an explicit “Don’t know” option was not offered for web in 2023
Q5-8. Using a scale of excellent, good, only fair, or poor, please rate each of the following.

Kenmore Job Ratings Over Time

X.A. Love Where you Live Project Community Survey #1 Results, conducted...

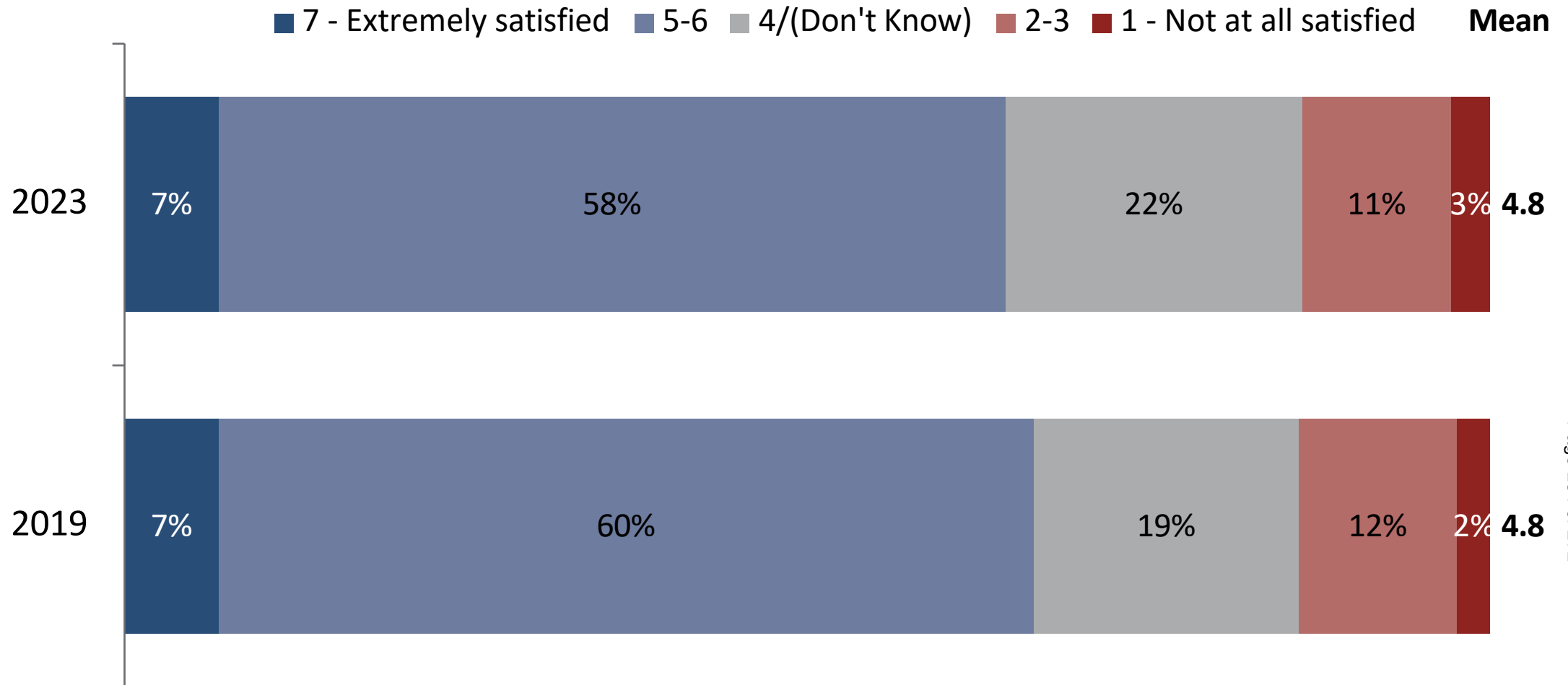
Ratings of the job the City does delivering services have increased slightly. Voters remain more divided about the financial health of the City, with increases in both positive and negative ratings.



*2019 was the first survey to include web respondents and offered an explicit “Don’t know” response option on web; an explicit “Don’t know” option was not offered for web in 2023
Q5-8. Using a scale of excellent, good, only fair, or poor, please rate each of the following.

Satisfied with City Services

As in 2019, a strong majority is satisfied with the services provided by the City of Kenmore.

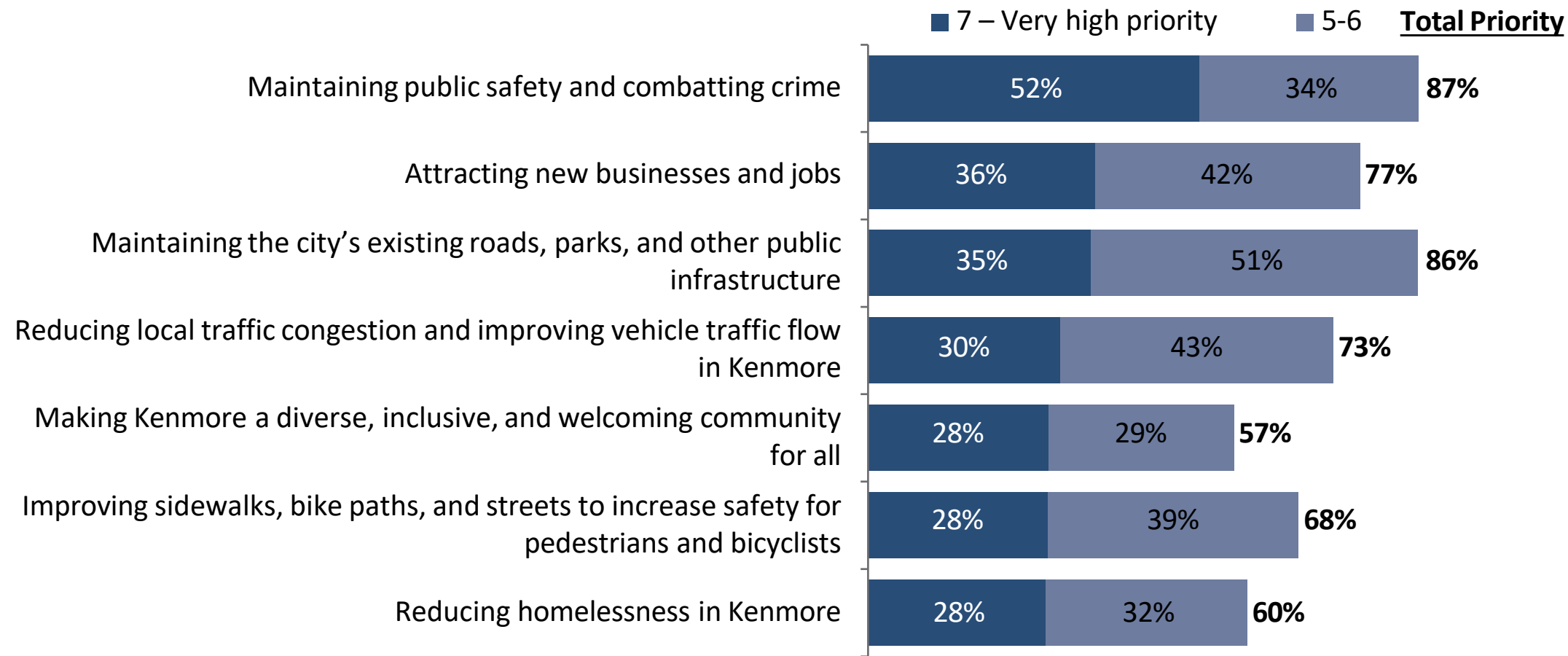


Overall Priorities

City Priorities

X.A. Love Where you Live Project Community Survey #1 Results, conducted...

In terms of intensity, maintaining public safety dwarfs other priorities for the City, followed by attracting new businesses and jobs and maintaining public infrastructure like roads and parks.



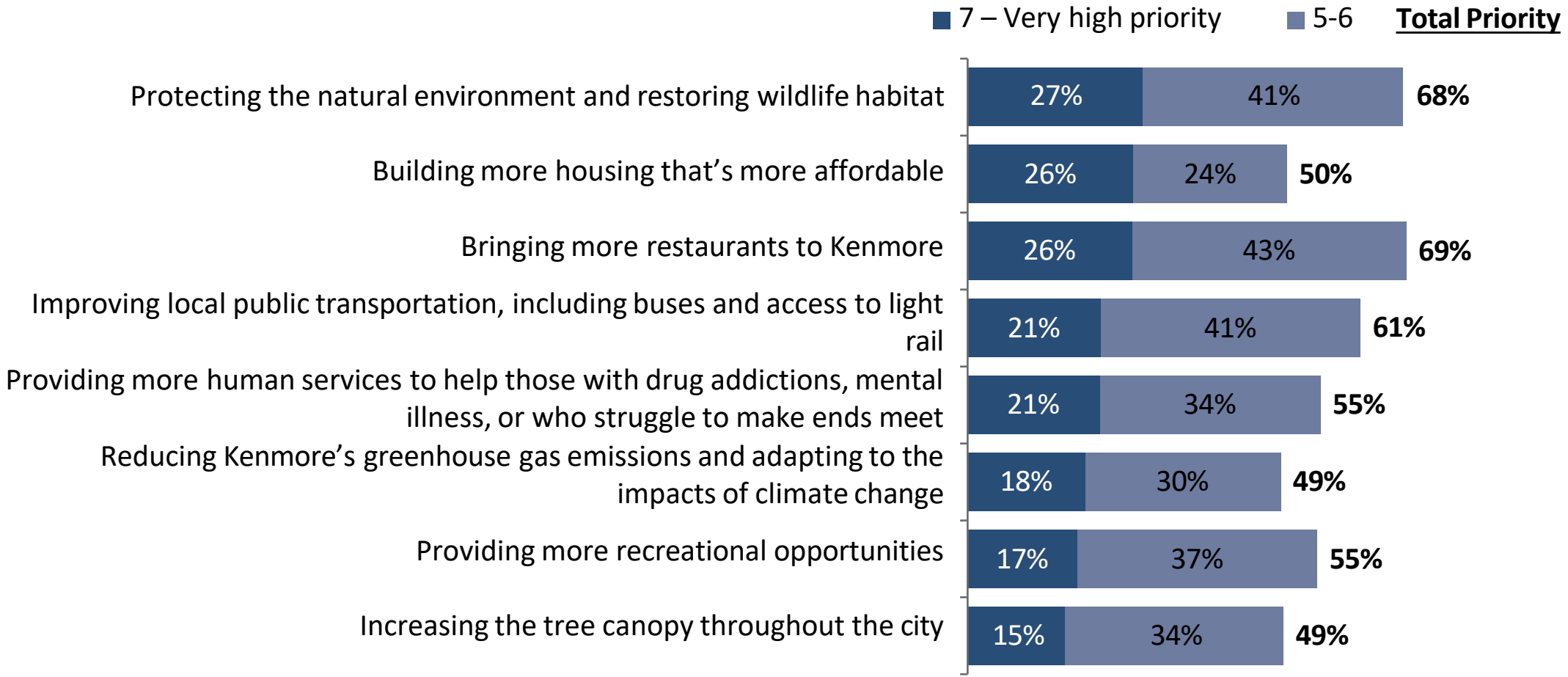
Page 136 of 272

Q11-25. I’m going to read you a list of items the City of Kenmore could focus on in the next few years. After each one, please rate how high a priority you feel it should be for the City using a scale of 1 to 7, where 1 means you feel that item should be a very low priority, and 7 means that item should be a very high priority.

City Priorities

X.A. Love Where you Live Project Community Survey #1 Results, conducted...

Though intensity is lower, protecting nature and bringing more restaurants to Kenmore are also priorities for many.



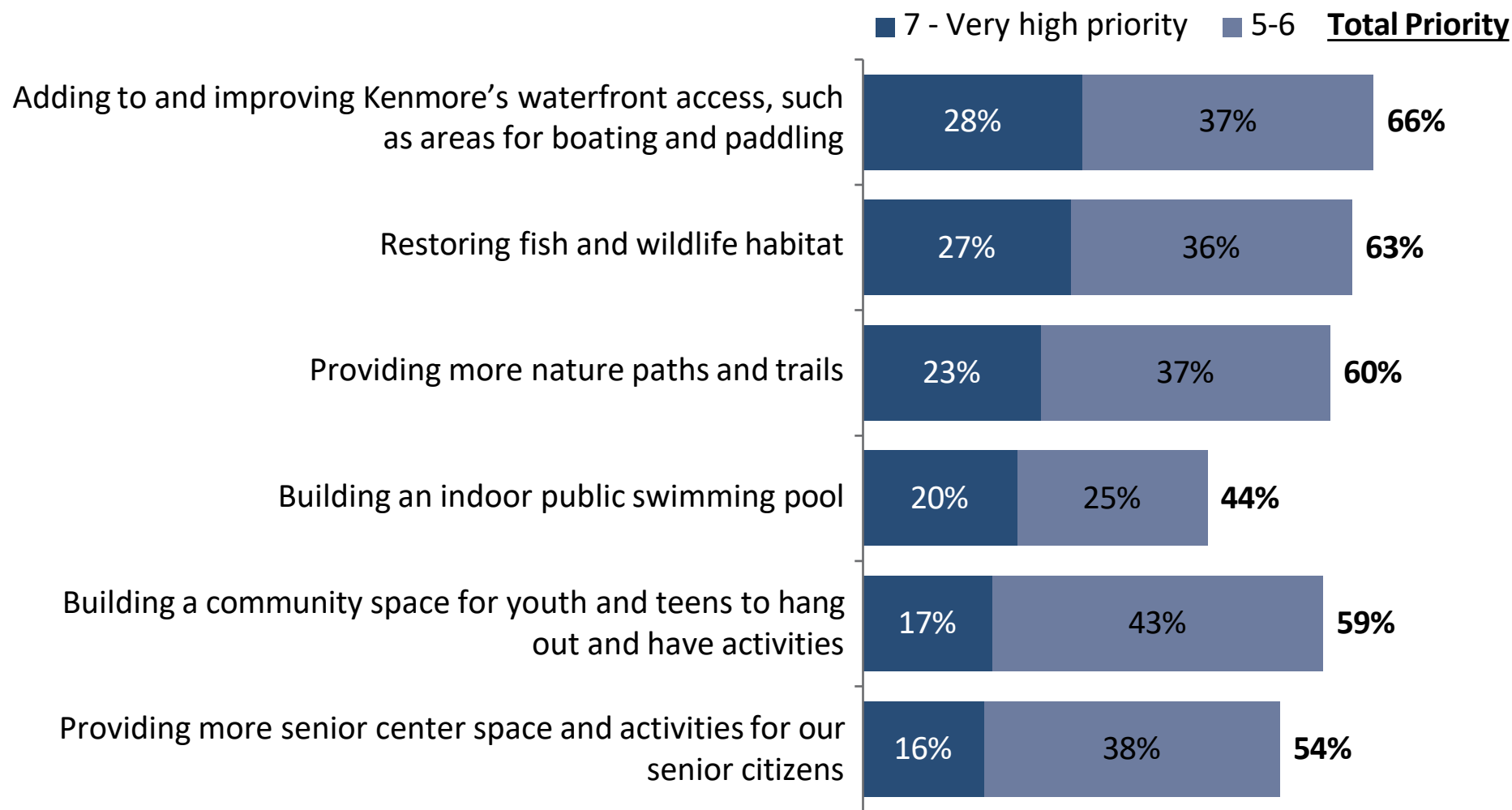
Q11-25. I'm going to read you a list of items the City of Kenmore could focus on in the next few years. After each one, please rate how high a priority you feel it should be for the City using a scale of 1 to 7, where 1 means you feel that item should be a very low priority, and 7 means that item should be a very high priority.



Parks and Recreation Priorities

Parks and Recreation Priorities

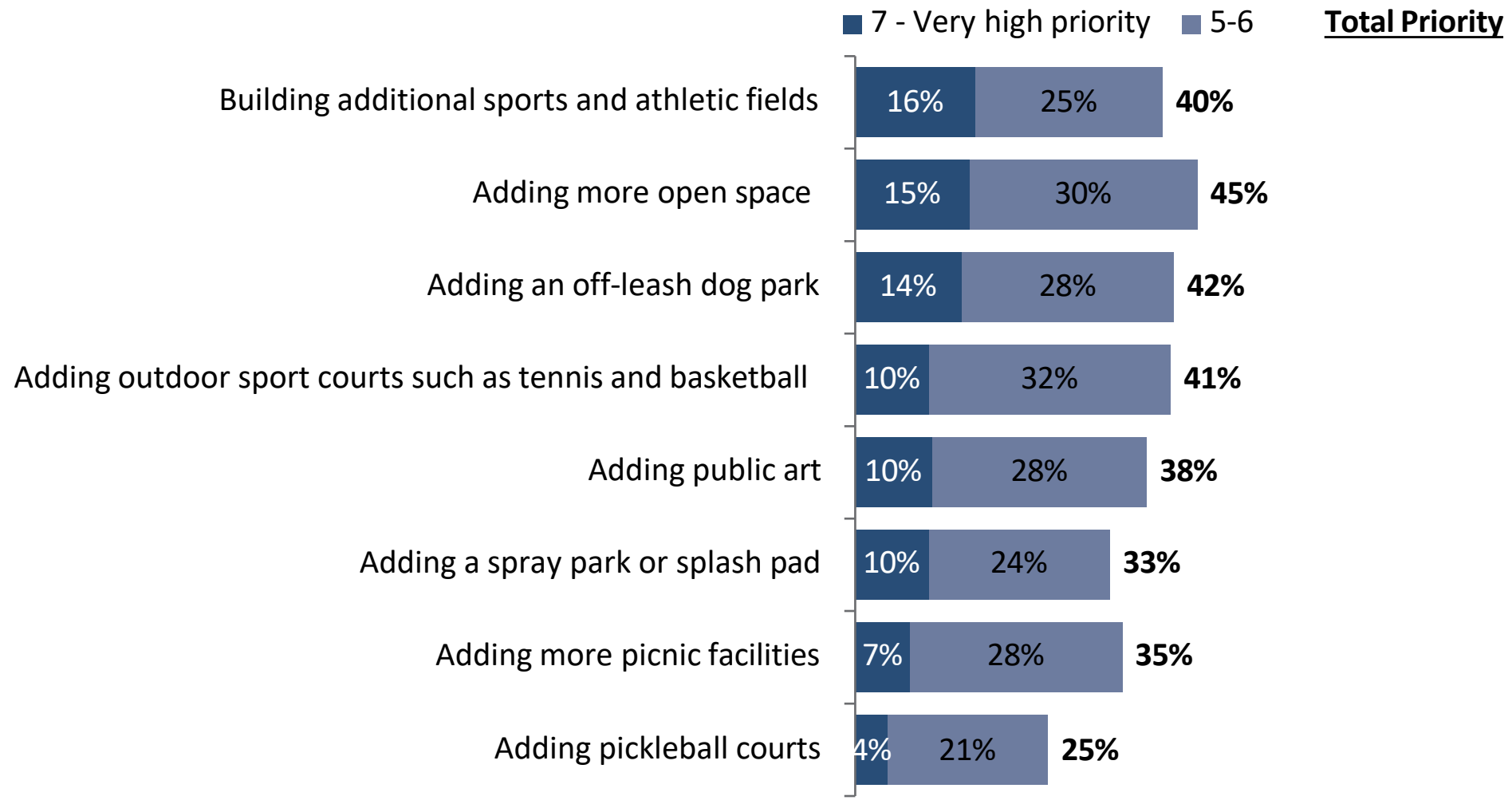
Adding to waterfront areas, restoring habitat, and adding nature paths and trails draw the most intensity among the priorities for parks and recreation tested.



Parks and Recreation Priorities

X.A. Love Where you Live Project Community Survey #1 Results, conducted...

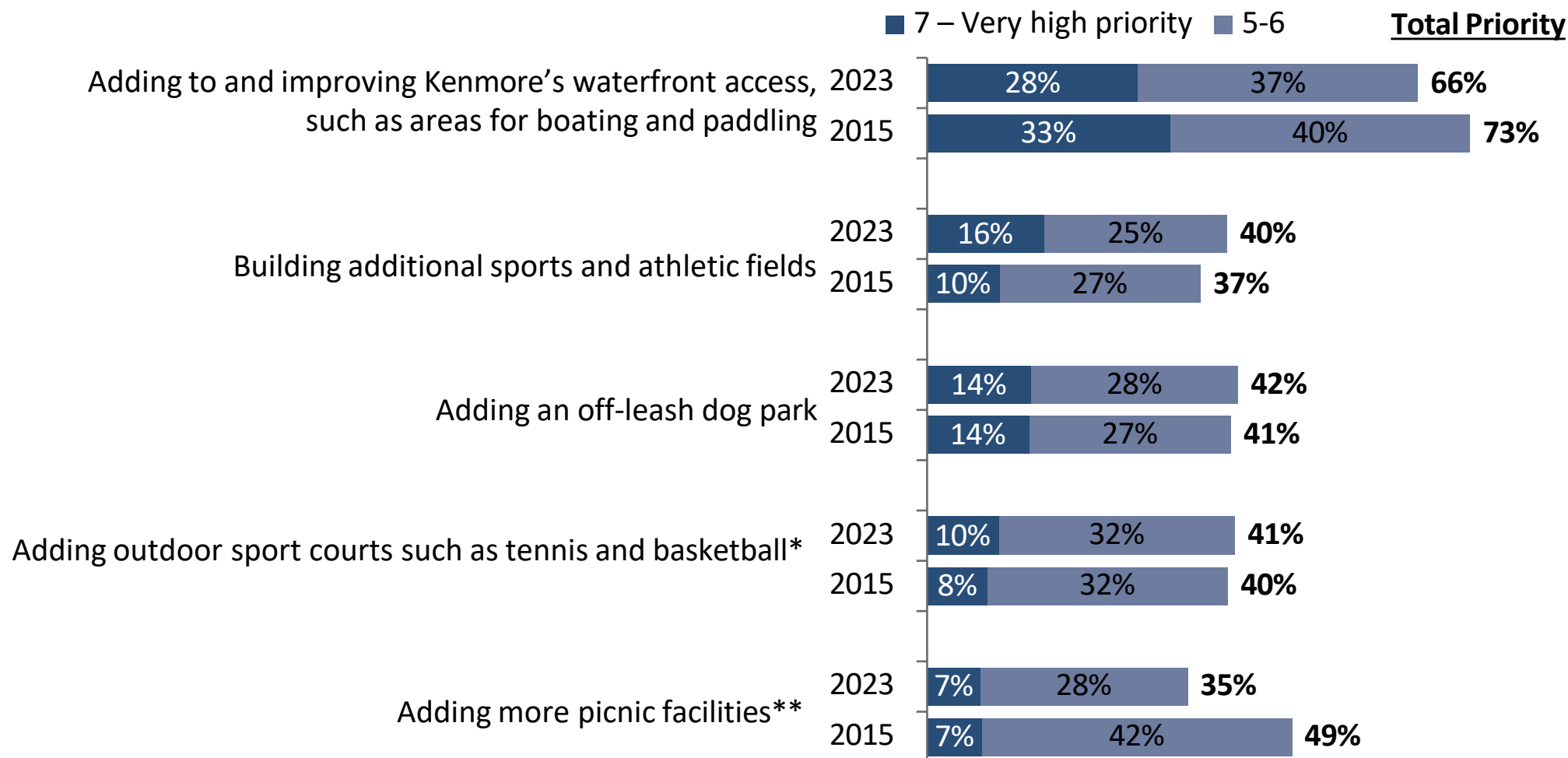
Other potential parks and recreation priorities, like public art and pickleball courts, are important to smaller constituencies.



Page 140 of 272

Parks and Recreation Priorities Over Time

The priority of improving waterfront access has remained relatively consistent over time.



*Wording in 2015 included pickleball, tested as a separate item in 2023

** In 2015, item worded as “Increasing picnic facilities in parks”

Q31-44. Moving on, I’m going to read you a list of projects related to parks and recreation that could be funded by the City over the next few years. After each one, please rate how high a priority you feel it should be for Kenmore

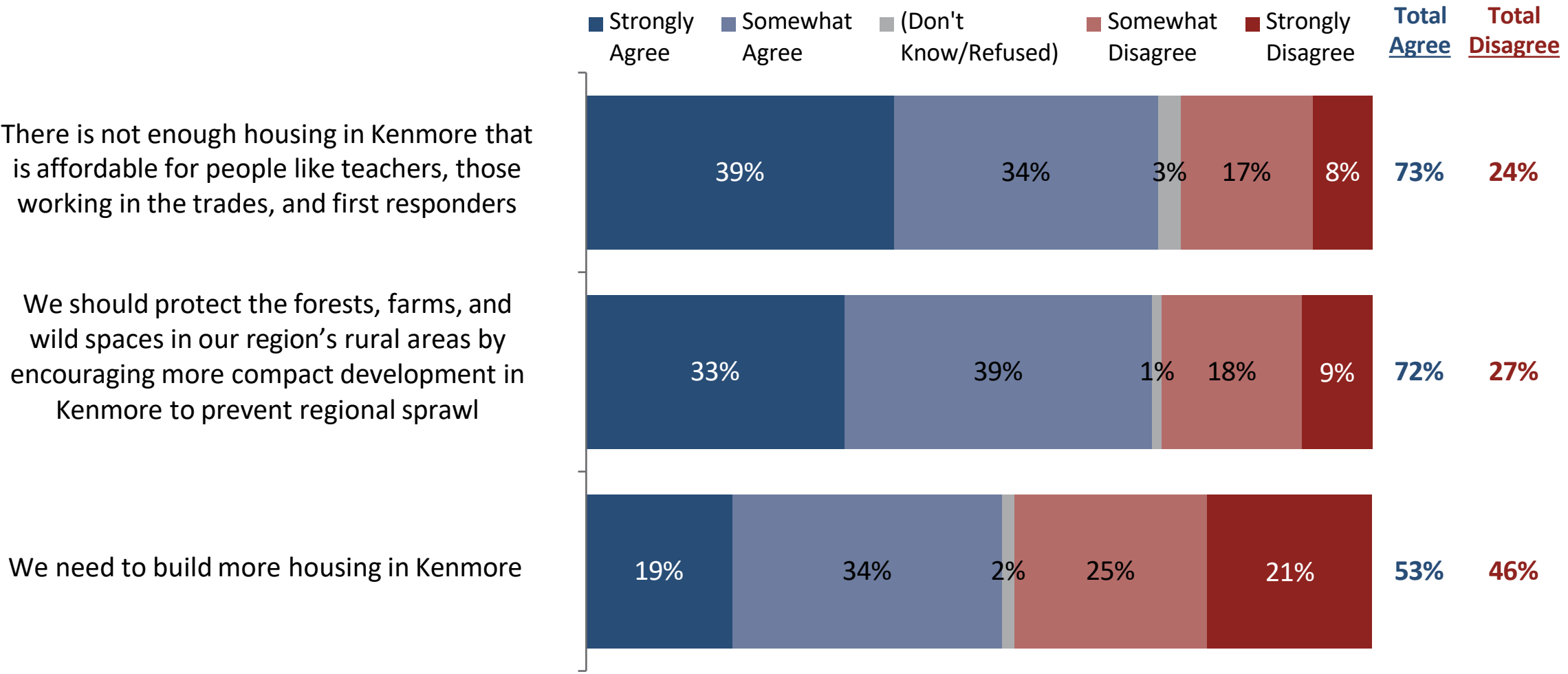
Housing



Housing Attitudes

X.A. Love Where you Live Project Community Survey #1 Results, conducted...

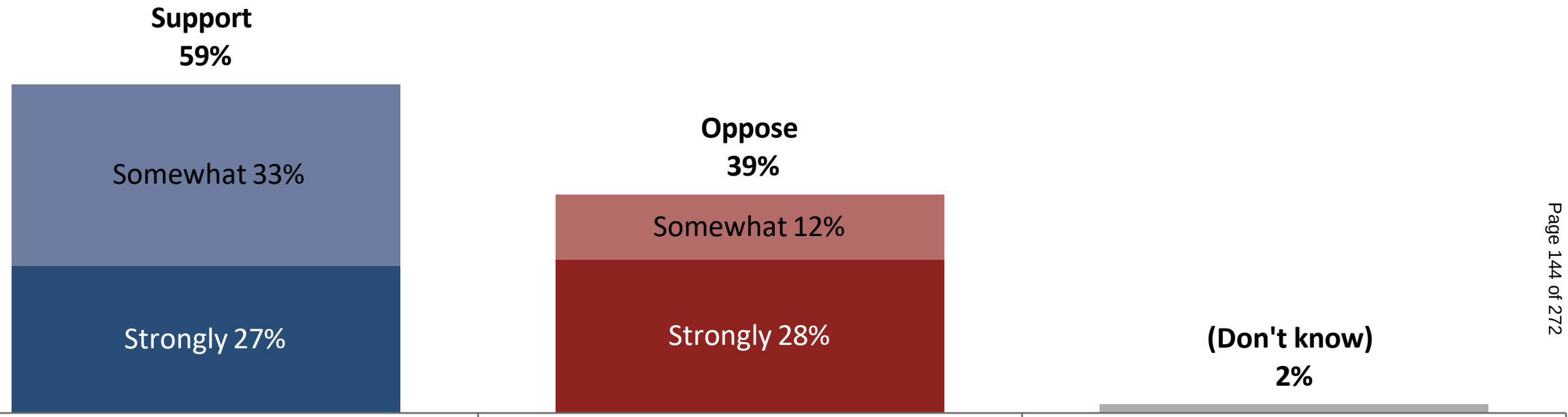
While a strong majority agree there is not enough housing in Kenmore that is affordable for the working class, there is less consensus on the need to build more housing in Kenmore.



Support for “Missing Middle” Housing

About six-in-ten support changing regulations to allow for more duplexes and triplexes in Kenmore’s single-family neighborhoods, with over a quarter strongly supportive.

Kenmore needs to grow its population because tens of thousands of people are coming to the Puget Sound and we are required to make room for Kenmore’s share of the region’s growth. But we do have choices in how we grow. Currently, there are generally two main types of housing allowed in Kenmore: single-family homes and apartment buildings. Some people have suggested that to accommodate growth, we should allow more duplexes and triplexes in Kenmore’s single-family neighborhoods. Do you support or oppose changing regulations to allow for more duplexes and triplexes in Kenmore’s neighborhoods?

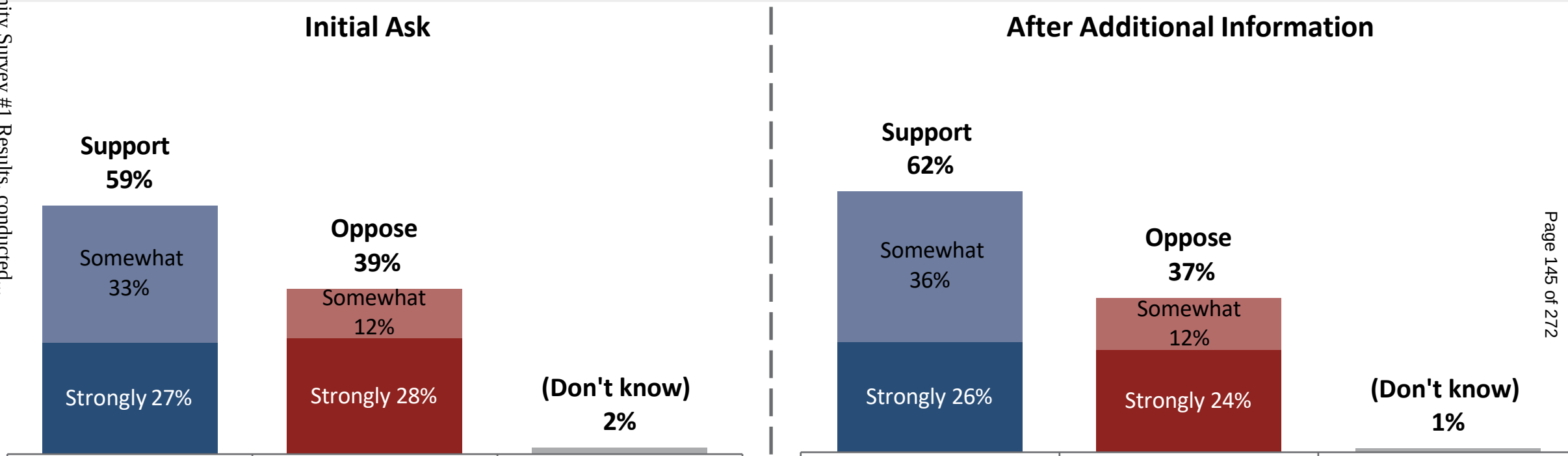


Providing additional information about the need for missing middle housing increases support slightly, but the change is within the margin of error.

Some people say that our neighborhoods should have a range of housing options and that we need more housing choices in Kenmore besides just single-family homes and apartments. They say allowing additional types of housing like duplexes and triplexes would give people who can't afford or don't need a full single-family home more options than just apartments. This would create more attainable housing for more people at different points in their lives. Given what you've heard, do you support or oppose changing regulations to allow for more duplexes and triplexes in Kenmore's neighborhoods?

Initial Ask

After Additional Information



Traffic Enforcement

Page 146 of 272



School Zone Photo Enforcement

Just under six-in-ten support the City's use of photo enforcement of driving speeds in school zones, with a third strongly supportive.

On another topic, Kenmore has recently begun using photo enforcement to ticket drivers who speed in two of the City's five school zones: Arrowhead Elementary on Juanita Drive, and Kenmore Elementary on 73rd Avenue. Since adding these enforcement cameras, average speeds have gone down, increasing safety for pedestrians and other road users. Do you approve or disapprove of the City's use of photo enforcement of driving speeds in school zones?

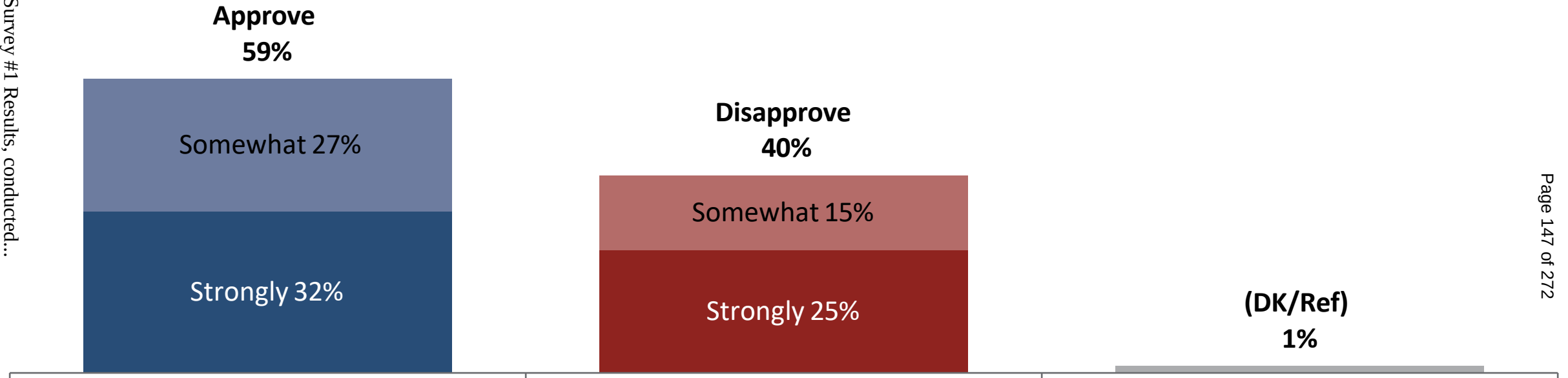
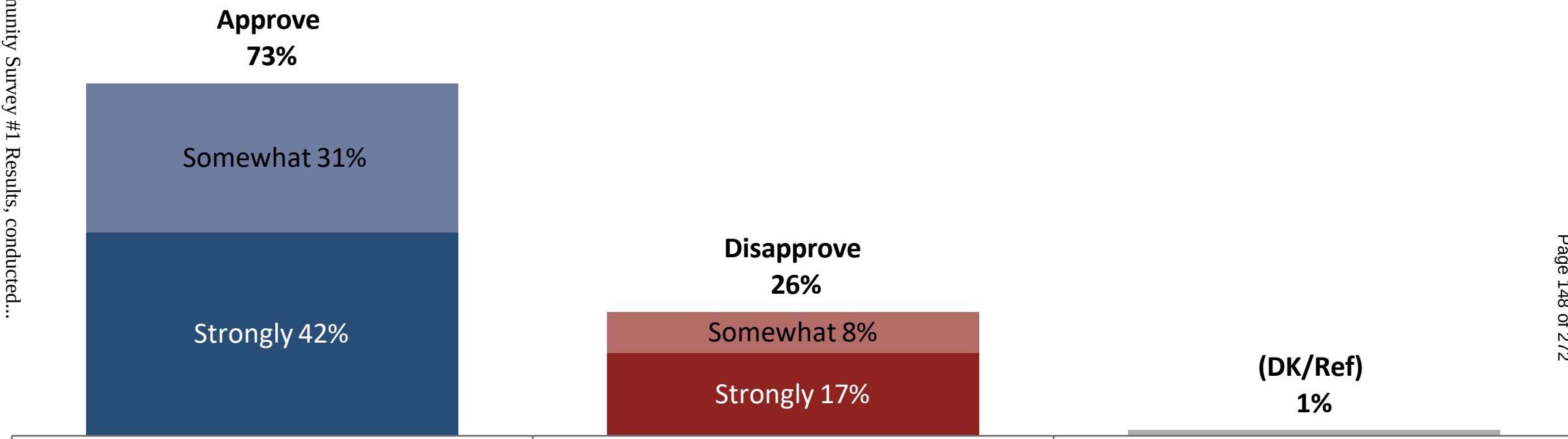


Photo Enforcement Revenue

Nearly three-quarters support expanding the uses of revenue from the photo enforcement of school zones to include police services in addition to traffic safety and road paving and preservation.

Currently, the revenue from photo enforcement of school zone speed limits is used for traffic safety and road paving and preservation. Do you approve or disapprove of allowing some of this revenue to be used to help pay for police services as well?

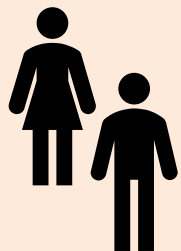


Key Findings

- ▶ Kenmore residents remain optimistic about the direction of the city and most rate City government positively.
- ▶ Maintaining public safety and infrastructure and bringing more businesses to Kenmore are top priorities for the City.
- ▶ When it comes to parks and recreation, waterfront access, restoring habitat, and nature paths and trails are top priorities.
- ▶ Affordable housing is a top-of-mind issue, and most residents are open to missing middle housing, though there is less consensus around the need to build more housing **in** Kenmore.
- ▶ A majority support photo enforcement of school zone speed limits, as well as expanding the use of revenue from photo enforcement to include police services.

Profile of Respondents

Gender



49% Male
51% Female

Age



11% 18-29
18% 30-39
18% 40-49
27% 50-64
26% 65+

Ethnicity



70% Identify as White
1% Identify as Black
5% Identify as Hispanic
7% Identify as Asian or Pacific Islander
1% Identify as Native American
6% Identify as other ethnicity
13% Declined to respond

Education



1% Some high school
4% Graduated high school
4% Technical or vocational school
17% Some college/Less than 4-year degree
38% Graduated college
35% Graduate or professional degree
2% Declined to respond

Housing Status



75% Own/buying
15% Rent/lease
6% Live with family
0% No Stable Housing
4% Declined to respond

Residency Duration



3% Less than 2 years
17% 2-5 years
19% 6-10 years
24% 11-20 years
35% More than 20 years
1% Declined to respond



Ian Stewart

ian@emcresearch.com

206.204.8032

Sianna Ziegler

sianna@emcresearch.com

206.204.8045

Tottionna Bushell

tbushell@emcresearch.com

The Love Where You Live Project

Next Steps

Approved Phase II Community Engagement Plan: Jan – April

- 4 community workshops held in late February and early March
 - Tue, February 27 | 6 pm - 7:30 pm | Kenmore Middle School Cafeteria
 - Thu, February 29 | 7 pm - 8:30 pm | Kenmore Community Club
 - Sat, March 9 | 10 am - 12 pm | The Hangar at Town Square
 - Wed, March 13 | 6 pm - 7:30 pm | Moorlands Elementary School Gym
- A second statistically valid survey conducted by EMC Research in March of 2024, building on the findings from the first survey.
- Exploring opportunities for Lakepointe and downtown development discussions.





City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Update of the Non-Exclusive Dual Franchise Agreement with Comcast Cable Communications Management, LLC Proposed Council Action/Motion: Presentation and Discussion Only	For Council Meeting Agenda of: 02/12/2024 Department: Public Works Engineering Prepared by: John Vicente, Engineering Director <table style="width: 100%;"> <tr> <td style="width: 80%;">Approved by Department Head:</td> <td style="width: 20%; text-align: right;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;">JV 1/29/2024</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;">DR 1/5/2024</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;">NA</td> </tr> <tr> <td></td> <td style="text-align: right;">RK 1/30/2024</td> </tr> </table> Attachments/Exhibits: Attachment A: Draft Ordinance 24-0603 Attachment B: Draft Franchise Agreement Attachment C: List of Changes	Approved by Department Head:	<u>Initial & Date</u>	Approved by City Attorney:	JV 1/29/2024	Approved by Finance Director:	DR 1/5/2024	Approved by City Manager:	NA		RK 1/30/2024
Approved by Department Head:	<u>Initial & Date</u>										
Approved by City Attorney:	JV 1/29/2024										
Approved by Finance Director:	DR 1/5/2024										
Approved by City Manager:	NA										
	RK 1/30/2024										
Summary: The City currently has a franchise agreement with Comcast Cable Communications Management LLC (Comcast) that expired in April 2021 and requires renewal. Council input and discussion only; no action is required at this time. Staff will request Council approval of the ordinance (Attachment A) on March 18, 2024.											
Information/Background: The proposed franchise agreement permits and sets the conditions for Comcast to locate its facilities in the public right of way. The current franchise agreement between the City and Comcast was approved in 2012. The proposed franchise agreement (Attachment B) is for a 10-year term. As a privately owned utility, Comcast is regulated by the Washington Utilities and Transportation Commission. Some of the key provisions in the proposed franchise agreement that have been updated and strengthened include: • Increase in insurance coverages • Improved noticing and provisions for relocating utilities • Customer service to comply with FCC • Updated indemnity and hold harmless language											

Attachment C contains a more comprehensive list of changes made to the franchise.

Fiscal Consideration:

State law allows a Franchise Fee for cable utilities. The City currently collects 5% of gross income which is projected at \$294K for 2023.

In July 2022, City Council approved a utility tax in the amount of 4% of gross income.

The projected revenue from utility tax for Comcast in 2023 is \$300K.

City Council Priority or Budget Objective Being Addressed:

Priority #3 – Enhance Multimodal Transportation Implementation, including Pedestrian and bicycle safety

Priority #8 – Seek opportunities to promote economic development

ATTACHMENT A
**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 24-0603**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, GRANTING
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, A WHOLLY
OWNED DELAWARE LIMITED LIABILITY CORPORATION, A NON-
EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE,
REPLACE, AND REPAIR A CABLE COMMUNICATIONS SYSTEM, IN,
ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW PUBLIC
RIGHTS-OF-WAY OF THE CITY OF KENMORE, WASHINGTON AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Kenmore ("City") is a franchising authority in accordance with Title VI of the Cable Act, 47 U.S.C. § 522(10), and Washington State law; and

WHEREAS, Comcast Cable Communications Management, LLC ("Comcast") is a provider of cable communications; and

WHEREAS, with the adoption of Ordinance 12-0336, the City Council granted Comcast a seven (7) year non-exclusive franchise with an expiration date of June 17, 2019, and the City Council has determined that the renewal of a nonexclusive franchise to Comcast is consistent with the public interest; and

WHEREAS, under the previous franchise, Comcast has installed a Hybrid Fiber Coax Cable System that occupies the rights-of-way within the City, and Comcast desires to continue to use the Hybrid Fiber Coax Cable System to provide cable services; and

WHEREAS, the City Council, having determined that the financial, legal, and technical ability of Comcast is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to grant a franchise for the construction, operation, and maintenance of a cable communications system; and

WHEREAS, the City Council finds that it is desirable and in the best interests of the health, safety and welfare of residents of the Kenmore community to grant a non-exclusive franchise to Comcast for the operation of a cable service system within the City's rights-of-way; and

WHEREAS, the City and Comcast have reached agreement on the terms and conditions of a non-exclusive franchise and the parties have agreed to be bound by those terms and conditions; and

ATTACHMENT A

WHEREAS, in consideration of the renewal of a franchise to Comcast, Comcast's promise to provide cable service to residents of the City of Kenmore pursuant to and consistent with the Cable Act, 47 USC § 521 *et seq.*;

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

Section 1. A non-exclusive franchise authorizing the use of public rights-of-way for a cable service system is granted to Comcast under the terms and conditions stated below.

Section 2. 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 the publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 20__.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.:
DATE OF PUBLICATION:
EFFECTIVE DATE:

ATTACHMENT B

CABLE FRANCHISE AGREEMENT

BETWEEN

THE CITY OF KENMORE, WASHINGTON

AND

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

ATTACHMENT B

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. Definition of Terms.....	1
SECTION 2. Grant of Franchise.....	6
2.1 Grant.....	6
2.2 Franchise Subject to Federal, State and Local Law	6
2.3 Use of Rights of Way for non-Cable Service.....	6
2.4 No Rights by Implication.....	7
2.5 Conveyance of Rights	7
2.6 No Waiver.....	7
2.7 Other Ordinances.....	7
2.8 Term of Franchise	7
2.9 Effective Date.....	7
2.10 Familiarity with Franchise; Effect of Acceptance.....	8
2.11 Reservation of Authority Nothing in this Franchise shall:	8
2.12 Grant Nonexclusive	9
2.13 Other Franchises; Competitive Equity	9
2.14 Conditions of Sale	10
2.15 Transfer upon Revocation	11
2.16 Police Powers	11
SECTION 3. Construction and Maintenance of the Cable System.....	11
3.1 Permits and General Obligations	11
3.2 Conditions on Occupancy of Public Rights-of-Way	11
3.3 Restoration of Rights-of-Way.....	14
3.4 Safety Requirements	14
3.5 Aerial and Underground Construction	14
3.6 Work of Contractors and Subcontractors.....	15
3.7 Construction and Maintenance	15
3.8 One Call Notification	16
3.9 Rights-of-Way Vacation.....	16
3.10 Standards.....	16
3.11 Stop Work.....	17
3.12 Joint Trenching/Boring	17
3.13 GIS Mapping.....	17
3.14 Trimming of Trees and Shrubbery	17
3.15 Reservation of Rights-of-Way	18
3.16 Inspection of Facilities	18
3.17 Removal of Property.....	18
SECTION 4. Service Obligations	18
4.1 General Service Obligation.....	18
4.2 Obscenity	18
4.3 Services for the Disabled	18
4.4 Parental Control Device	19
4.5 No Discrimination.....	19
4.6 New Developments	19

ATTACHMENT B

SECTION 5. Rates, Fees, Charges and Deposits	19
5.1 Rate and Service Change Notification	19
5.2 No Rate Discrimination	19
5.3 Leased Access Channel Rates	20
5.4 Late Fees.....	20
SECTION 6. Customer Service	20
6.1 Customer Service Standards	20
6.2 Privacy Protection	20
SECTION 7. Oversight and Regulation.....	20
7.1 Franchise Fees.....	20
7.2 Payments	20
7.3 Additional Compensation	21
7.4 Quarterly Reports.....	21
7.5 Interest Charge on Late Payments.....	21
7.6 No Release	21
7.7 No Limitation on Taxing Authority	21
7.8 Additional Commitments Not Franchise Fees	21
7.9 Franchise Fee Audit.....	22
7.10 Maintenance of Books, Records, and Files.....	23
7.11 Performance Evaluations.....	25
SECTION 8. Transfer or Renewal of Franchise	25
8.1 Franchise Transfer	25
8.2 Renewal of Franchise.....	27
SECTION 9. Insurance and Indemnity	27
9.1 Insurance Requirements	27
9.2 Verification of Coverage	29
9.3 City Full Availability of Grantee Limits	29
9.4 Indemnification / Hold Harmless	29
9.5 Environmental Liability.....	31
9.6 Security.....	32
SECTION 10. System Description and System Facilities	32
10.1 System Description	32
10.2 Technological Improvements	32
10.3 Technical Requirement	32
10.4 Cable System Performance Testing	32
10.5 Additional Tests.....	33
10.6 Standby Power.....	33
10.7 Emergency Alert System.....	33
SECTION 11. Educational and Governmental Access	33
11.1 Access Channels	33
11.2 Change in Cable System Technology	33
11.3 Management and Control of Access Channel	34
11.4 Underutilized Access Channel.....	34

ATTACHMENT B

11.5	Access Channel Location	34
11.6	Support for Access Capital Costs	34
SECTION 12.	Enforcement of Franchise.....	35
12.1	Notice of Violation or Default	35
12.2	Grantee's Right to Cure or Respond.....	35
12.3	Public Hearing.....	35
12.4	Options Following Public Hearing	35
SECTION 13.	Liquidated Damages	36
13.1	Liquidated Damages	36
13.2	Recovery of Amounts.....	36
SECTION 14.	Termination of Franchise.....	37
14.1	Revocation	37
14.2	Grantee Without Fault	37
14.3	Revocation Notice	37
14.4	Revocation Hearing	37
14.5	Findings and Conclusions.....	38
14.6	Enforcement in Lieu of Revocation	38
14.7	Technical Violation.....	38
SECTION 15.	Miscellaneous Provisions	38
15.1	Authority and Changes in the Law	38
15.2	Actions of Parties	39
15.3	Amendments	39
15.4	Attorneys' Fees	39
15.5	Binding Acceptance	39
15.6	Captions	39
15.7	Costs to be Borne by Grantee.....	39
15.8	Cumulative Rights	39
15.9	Entire Franchise	39
15.10	Force Majeure	39
15.11	Governing Law	40
15.12	Equal Employment Opportunity.....	40
15.13	Modification.....	40
15.14	No Joint Venture.....	40
15.15	Notices	40
15.16	No Third-Party Beneficiaries.....	41
15.17	Reservation of Rights	41
15.18	Preemption.....	41
15.19	Recitals.....	41
15.20	Severability.....	41
15.21	Venue.....	41
15.22	Waiver.....	41
15.23	Independent Review	41

Cable Franchise Agreement

SECTION 1. Definition of Terms

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them herein. The word "shall" is always mandatory and not merely directory.

- 1.1 "Access"
means the availability for noncommercial use by various educational and governmental agencies, institutions and organizations in the community, including the City and its designees, of Channels on the Cable System designated for such use as permitted under applicable law:
 - (1) "Educational Access" means Access where Schools are the primary users having editorial control over programming.
 - (2) "Governmental Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming.
 - (3) "Educational and Governmental Access" or "EG Access" means Educational and Governmental Access.
- 1.2 "Access Channel"
means any Channel, or portion thereof, designated for noncommercial Access purposes or otherwise made available to facilitate or transport Access programming.
- 1.3 "Affiliate(s)" or "Affiliated Entity"
means, when used in connection with Grantee, any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- 1.4 "Bad Debt"
means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.
- 1.5 "Basic Service"
means the Cable Service Tier which includes, at a minimum, the retransmission of local television Broadcast Signals.
- 1.6 "Cable Act"
means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto, 47 U.S.C. § 521 *et. seq.*
- 1.7 "Cable Operator"
means any Person or group of Persons, including Grantee, who:

- (1) provide Cable Service over a Cable System and directly or through one or more Affiliates own a significant interest in such Cable System; or
- (2) who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.

1.8 "Cable Service(s)"
means:

- (1) the one-way transmission to Subscribers of (a) Video Programming, or (b) other programming service, and
- (2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.9 "Cable System"

means Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

- (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (2) a facility that serves Subscribers without using any public right-of-way;
- (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 et seq.), except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (4) an open video system that complies with § 47 U.S.C. § 573; or
- (5) any facilities of any electric utility used solely for operating its electric utility systems, 47 U.S.C. Sec. 522 (7). When used herein, the term "Cable System" shall mean Grantee's Cable System in the Franchise Area.

1.10 "Channel"

means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.

1.11 "City"

means City of Kenmore, a municipal corporation of the State of Washington.

1.12 "Control"

means the ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Grantee's affairs.

1.13 "Day"

means calendar day unless otherwise provided.

- 1.14 "Dwelling Units"
means any residential building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.
- 1.15 "FCC"
means the Federal Communications Commission or its lawful successor.
- 1.16 "Franchise"
means this document which is executed between the City and Grantee, containing the specific provisions and authorizations granted and the contractual agreement created thereby.
- 1.17 "Franchise Area"
means the area within the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.
- 1.18 "Grantee"
means Comcast Cable Communications Management, LLC, a wholly-owned Delaware Limited Liability Corporation, or its lawful successor, transferee, or assignee.
- 1.19 "Gross Revenues"
 - 1.19.1 Gross Revenues means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliate(s) Entity from the operation of Grantee's Cable System to provide Cable Services within the City. Grantee will calculate gross revenues in accordance with General Accepted Accounting Principles ("GAAP"). Gross Revenues shall include, but not be limited to:
 - (1) monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);
 - (2) installation, reconnection, downgrade, upgrade, or similar charges associated with changes in Subscriber Cable Service;
 - (3) fees for service calls;
 - (4) fees for additional outlets;
 - (5) fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
 - (6) converter, remote control, and other Cable Service equipment rentals, leases, or sales;
 - (7) Advertising Revenues as defined in this Section;

- (8) late fees, convenience fees, administrative fees and other multiservice fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- (9) revenues from program guides;
- (10) Franchise Fees;
- (11) FCC Regulatory Fees;
- (12) commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- (13) Revenue from the lease of the Cable System to provide Cable Services in the Franchise Area.
- (14) Payments or other consideration received from programmers for carriage of programming on the Cable System and recognized as revenue under GAAP.

1.19.2 "Advertising Revenues"

means revenues derived from sales of advertising that are made available to Grantee's Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications and Comcast Effectv or their successors or other affiliated advertising agencies associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

1.19.3 "Gross Revenues" shall not include:

- (1) Bad Debt, except any portion of Bad Debt that is written off but subsequently collected shall be included in the Gross Revenues in the period collected [allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- (2) any taxes on services furnished by Grantee which are imposed directly on any Subscriber by the State, City or other governmental unit and which are collected by Grantee on behalf of said governmental unit;
- (3) Educational and Governmental (EG) Fees;
- (4) Launch fees and marketing co-op fees; and
- (5) unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

1.19.4 For the purposes of this definition, if the Cable Service is bundled or integrated functionally with other services, capabilities, or applications, the Franchise Fee shall be applied only to the Gross Revenue attributable to the Cable Service. If Grantee bundles, integrates, ties, or combines Cable Services with nonvideo services creating a bundled package so that Subscribers pay a single fee for more than one class of service or receive a discount on video services, Gross

Revenues shall be determined based on an equal allocation of the package discount, that is, the total price of the individual classes of service at advertised rates compared to the package price, among all classes of service comprising the package. If Grantee does not offer any component of the bundled package separately, Grantee shall declare a stated retail value for each component based on reasonable comparable prices for the product or service for the purpose of determining Franchise Fees based on the package discount described above. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value.

1.19.5 Grantee reserves the right to change the allocation methodologies set forth in this Section 1.19 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will document any changes to such allocation methodologies and Grantee will explain and document the required changes to the City as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.19.6 below. If new Cable Service revenue streams develop from Grantee's operation of its Cable System within the City, those new revenue streams shall be included within Gross Revenues, unless the parties agree otherwise.

1.19.6 Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

- 1.20 "Person"
means an individual, partnership, association, joint venture, trust, corporation, limited liability company or other legally recognized entity, whether for-profit or not-for profit, but does not include the City.
- 1.21 "Public Rights-of-Way" or "Rights-of-Way"
"Right-of-way" means land and the space above and below, property or property interest, such as a right-of-way use easement, as well as bridges, trestles, or other structures, dedicated to, or otherwise acquired by the City of Kenmore for public motor vehicle, pedestrian, bicycle, or other non-motorized transportation purposes, including, but not limited to, roads and trails, whether or not opened, improved or maintained for public transportation purposes.
- 1.22 "School"
means any State accredited K-12 educational institution, public or private, but excluding home schools.
- 1.23 "State"
means the State of Washington.

- 1.24 "Subscriber" or "Customer"
means a Person who lawfully receives Cable Service over the Cable System with Grantee's express permission.
- 1.25 "Video Programming"
means programming by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. Grant of Franchise

- 2.1 Grant
The City hereby grants to Grantee a nonexclusive and revocable Franchise authorizing Grantee to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, upgrade and reconstruct a Cable System for the purposes of providing Cable Services, subject to the terms and conditions of this Franchise and applicable law. This Franchise shall constitute both a right and a responsibility to provide Cable Services required by, and to fulfill the obligations set forth in the provisions of this Franchise. Subject to the City's regulatory authority, Grantee may erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Rights-of-Way within the Franchise Area, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the operation of the Cable System for the provision of Cable Service within the Franchise Area.
- 2.2 Franchise Subject to Federal, State and Local Law
Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing, or hereafter amended, of federal, State and generally applicable local laws, regulations and standards. Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate(s) of the Grantee offering Cable Service over the Cable System in the Franchise Area will also comply with the terms and conditions of this Franchise.
- 2.3 Use of Rights of Way for non-Cable Service
This Franchise expressly authorizes Grantee to provide Cable Services over its Cable System. This Franchise is not a bar to imposition by the City of any lawful conditions on Grantee with respect to non-Cable services, now or in the future. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide non-Cable services or relieve Grantee of its obligations to comply with any such authorization(s) that may be lawfully required. Neither the City nor the Grantee waive any rights they may have under applicable law as to the lawful use of the Cable System for other services and the regulatory obligations related to such services. This Franchise shall not be read as a concession by Grantee that it needs authorization to provide non-Cable services, nor a concession by the City that Grantee does not need authorization to provide non-Cable services.

2.4 No Rights by Implication

No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

- (1) Any other permit or authorization required for the purpose of conducting business within the City pursuant to the ordinances and laws of the City;
- (2) Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or
- (3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise, including, but not limited to, permits and agreements for placing devices on poles, in conduits or in or on other structures or other City-owned property.

2.5 Conveyance of Rights

This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.6 No Waiver

The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Cable Act or any other applicable State or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City, nor to excuse Grantee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.7 Other Ordinances

Grantee agrees to comply with the terms of any lawful, generally applicable provision of the Kenmore Municipal Code and ordinances of general applicability, lawfully enacted, or hereafter lawfully enacted by the City. In the event of a conflict between any ordinance specific to Cable Operator's and any provision of this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the City.

2.8 Term of Franchise

The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be ten (10) years (the "Term") from the Effective Date of this Franchise.

2.9 Effective Date

2.9.1 This Franchise and the rights, privileges and authority granted under this Franchise, and the contractual relationship established hereby shall take effect and be in force from and after the Effective Date of this Franchise. The Effective

Date of this Franchise shall be the date upon which Grantee executes acceptance of this franchise agreement.

- 2.9.2 Upon approval of the Franchise by the City Council, the City Clerk shall promptly forward a certified copy of the ordinance approving the Franchise to Grantee. Within sixty (60) Days after the date of City Council approval of this Franchise and receipt of the approved document, Grantee shall signify its acceptance of this Franchise by executing this Franchise. Grantee shall return the executed Franchise along with any accompaniments as required by this Section 2.9.2 to the City Clerk. The executed Franchise shall be accompanied by the certificates of insurance specified in Section 9.2 and the evidence of the Security as specified in Section 9.6. This Franchise is voidable unless executed and returned with the required accompaniments as specified by this Section 2.9.2 by Grantee within this timeframe.
- 2.9.3 The grant of this Franchise shall have no effect on Grantee's duty under the prior franchise, in effect prior to the Effective Date of this Franchise, to indemnify or insure the City against acts or omissions occurring during the period that the prior franchise was in effect, nor shall it affect Grantee's liability to pay all Franchise Fees which were due and owed under a prior franchise.

2.10 Familiarity with Franchise; Effect of Acceptance

2.10.1 Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise and finds that the same are commercially practicable at this time.

2.10.2 By accepting the Franchise, Grantee:

- (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise;
- (2) accepts and agrees to comply with each and every provision of this Franchise, subject to applicable law; and
- (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.11 Reservation of Authority

Nothing in this Franchise shall:

- (1) abrogate the right of the City to perform any public works or public improvements of any description;
- (2) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City; or

- (3) be construed as a waiver or release of the rights of the City in and to the Public Rights-of-Way.

2.12 Grant Nonexclusive

This Franchise shall be nonexclusive. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise, including, but not limited to, additional franchises for cable systems as the City deems appropriate.

2.13 Other Franchises; Competitive Equity

2.13.1 The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via cable systems or similar wireline systems located in the Rights-of-Way. It is not the City's intent to treat competitors in a discriminatory manner and to advantage one competitor over another by regulation. If the City grants such an additional franchise or authorization to use the Rights-of-Way to provide Video Programming services on a retail basis to residential subscribers via such a system, and Grantee believes the Material Obligations (as defined below) of that franchise are, considered as a whole, more favorable than the Material Obligations under this Franchise, then the provisions of this paragraph will apply.

2.13.2 Material Obligations include Franchise provisions related to: Franchise Fees, insurance, system build-out requirements, security instruments, Access Channel and support, customer service obligations, reports and related record keeping, complimentary services, notice and opportunity to cure breaches.

2.13.3 Within ninety (90) days, of the City's grant of a competitor's franchise or similar authorization, Grantee must notify the City in writing of the Material Obligations in Grantee's Franchise that are materially different from the Material Obligations of the competitor's franchise or similar authorization, and why Grantee believes, considered as a whole, the competitor's obligations are materially more favorable. Grantee's notice must also provide text for any proposed Franchise amendments (together with a written explanation of why the proposed amendments are necessary) and must confirm whether Grantee is willing to accept any additional obligations that may be contained within the new franchise that are not contained within its Franchise. Upon receipt of such written notice, the City shall have sixty (60) days to notify Grantee either: (i) that City is willing to enter into negotiations with Grantee to amend its Franchise; or (ii) that City believes the Material Obligations of the competitor's franchise are, considered as a whole, not materially more favorable than the Material Obligations under this Franchise and that the new competitor is not being afforded a competitive advantage. In the event the City notifies Grantee that paragraph (i) applies, the City and the Grantee shall use best efforts in good faith to negotiate the proposed Franchise modifications to achieve competitive equity of regulatory and financial burdens, consistent with any limitations on the City's regulatory authority with respect to the systems, and will endeavor to conclude such negotiations within sixty (60) days from the date of such notice. In the event the City notifies Grantee that paragraph (ii) applies, Grantee may notify the City that it

elects to immediately commence the renewal process under 47 USC 546 and to have the remaining term of the franchise shortened to not more than 36 months.

2.13.4 The parties agree that in determining whether Material Obligations are materially more favorable, this provision shall not require a word for word identical franchise or similar authorization for a competitive entity so long as the overall regulatory and financial burdens on each entity are materially equivalent such that neither is afforded a material competitive advantage over the other. Nothing in this section is intended to alter the rights or obligations of either party under state law, and it shall only apply to the extent permitted under applicable FCC orders. The parties agree that:

- (1) the Grantee may not withhold, delay or enjoin any performance or otherwise refuse to comply with its obligations whether or not it believes it is entitled to relief under this provision;
- (2) any relief shall be prospective only, and limited to the relief agreed upon, or the modifications obtained through any renewal of this Franchise; and
- (3) the City will not be liable for any damages to Grantee for any breach of this provision. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received; and the Grantee may not obtain any relief from obligations it may have under settlements or other contracts with the City via this provision.

2.13.5 Notwithstanding anything contained herein to the contrary, this provision does not apply if the City is ordered or required to issue a franchise or other authorization on different terms and conditions, or it is legally unable to do so; and the relief is contingent on the new franchisee actually commencing provision of Video Programming service in the City to its first customer, and continuously providing service. Should the new franchisee fail to continuously provide service for a period of six (6) months, the City has the right to implement this Franchise with its original terms upon three (3) months' notice to Grantee. This provision does not apply to:

- (1) open video systems, and common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. Section 571;
- (2) systems that serve less than 10% (ten percent) of the geographic area of the City;
- (3) a system that only provides video services via the public Internet;
- (4) systems where video programming services are only delivered over the public Internet or wireless networks;
- (5) telecommunications services; or
- (6) existing cable franchises for entities occupying the Rights-of-Way as of the date of this Franchise.

2.14 Conditions of Sale

If a renewal or extension of Grantee's Franchise is denied or the Franchise is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its

actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

2.15 Transfer upon Revocation

Grantee and the City agree that in the case of a final determination of a lawful revocation of the Franchise, the City shall give Grantee at least one hundred twenty (120) Days to effectuate a transfer of its Cable System to a qualified third party. Furthermore, Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the City, Grantee and the City may avail themselves of any rights they may have pursuant to federal or State law. It is further agreed that Grantee's continued operation of the Cable System during the one hundred twenty (120) Day period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or Grantee.

2.16 Police Powers

Grantee's rights hereunder are subject to the police powers of City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of City, or hereafter enacted in accordance therewith, by City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

SECTION 3. Construction and Maintenance of the Cable System

3.1 Permits and General Obligations

Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe manner using materials that meet or exceed industry standards. All facilities, poles, conduits, cables, and equipment installed by Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located so as to minimize interference with the designated use of the Public Rights-of-Way at the time of Cable System facilities installation.

3.1.1 Grantee shall obtain an annual ROW Utility Permit for work that requires occupying the right-of-way to perform general maintenance and repair of its facilities.

3.2 Conditions on Occupancy of Public Rights-of-Way

3.2.1 Relocation at Request of City

Except as otherwise provided by law, Grantee agrees to relocate, remove or reroute its facilities as ordered by the City where such relocation is necessary to protect the public health, safety or welfare, at no expense or liability to the City,

except as may be provided under RCW Chapter 35.99. The City's decision to require the relocation of Grantee's facilities shall be made in a reasonable, uniform and non-discriminatory manner.

3.2.2 If the City determines that it is necessary for Grantee to relocate any portion of Grantee's Cable System facilities, then:

- (1) Within a reasonable time, which shall be no less than 90 days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that in the event of an emergency beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;
- (2) The City shall provide the Grantee with copies of information for the project and a proposed location for the Grantee's facilities so that Grantee may relocate its facilities in other Rights-of-Way in order to accommodate the project; and
- (3) The Grantee shall complete relocation of its facilities at no charge or expense to the City so as to accommodate the project timeline. In the event of an emergency as described in this Section, the Grantee shall relocate its facilities within the time period specified by the City.

3.2.3 The Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its facilities as otherwise provided in this Section.

3.2.4 In the event that the City orders the Grantee to relocate its facilities for a project which is primarily for private benefit, or the benefit of a third-party public agency, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

3.2.5 In the event of an unforeseen emergency that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its facilities at its own expense, any other portion of this Section notwithstanding.

3.2.6 Subject to Sect. 3.4 below, in the event of a City-driven facilities relocation project that requires conversion of overhead facilities to underground, such as projects that may include, but not be limited to: road widening, surface grade changes or sidewalk installation, Grantee agrees to bear the costs of converting Grantee's Cable System from an overhead system to an underground system as follows:

- (1) Engineering
To ensure proper space and availability in the supplied joint trench, Grantee shall pay for the work (time and materials) necessary to complete Cable System related engineering and coordination with the other utilities involved in the project.
- (2) Cost(s)
Grantee shall pay its proportionate share of the cost of labor and materials necessary to place its cables, conduits and vaults/pedestals in the supplied joint trench and/or stand-alone cable trench. If, however, the City's costs for Grantee are not agreeable to Grantee, then Grantee shall have the right to hire its own contractor(s) to complete the work within the joint trench.
- (3) If Grantee decides to use its own contractor(s) to complete its portion of the work, then Grantee and its contractor(s) are responsible for coordinating with the City to provide reasonable notice and time to complete the placement of Grantee's cables, conduits and vaults/pedestals in the trench. If the Grantee fails to complete the above work within the time prescribed and to the City's reasonable satisfaction, the City may cause such work to be done and bill the actual cost of the work to the Grantee, including all reasonable costs and expenses incurred by the City due to Grantee's delay. In such an event, the City shall not be liable for any damage to any portion of the Grantee's Cable System, except in the case of negligence on behalf of the City or its contractor. Within forty-five (45) days of receipt of an itemized list of those costs, the Grantee shall pay the City.
- (4) Within the underground conversion area, Grantee shall cooperate with the City and its contractor on any on-site coordination. The City shall be responsible for traffic control, trenching, backfill, and restoration of all work performed by its contractor. The Grantee shall be responsible for traffic control, trenching, backfill, and restoration of all work performed by its contractor for stand-alone cable trenches.

3.2.7 In the event a Local Improvement District (LID) has been created to fund a relocation or conversion project, Grantee shall be reimbursed by the LID for all expenses incurred as a result of the project.

3.2.8 The Grantee shall, upon reasonable prior written request of any private third party, relocate its wires or cables underground; provided that (i) the Grantee may impose a charge for all time and material costs associated with the project to the private third party for the relocation of its facilities, and such charge may be required to be paid in advance of the relocation of its wires or cables, and (ii) if a permit is required, Grantee's permit application is approved by the City; and (iii) Grantee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.9 The Grantee shall utilize existing poles and conduit wherever possible. New poles will not be allowed, except on a case by case basis, to be determined by the City, subject to Grantee obtaining all necessary permits.

3.2.10 This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or of any private third party. In the event an underground conversion of cable facilities is required as part of a street improvement condition of a new land use development that is not associated with a City designated capital improvement project, this Franchise shall in no way limit the Grantee's right to recoup its direct costs associated with the conditioned underground conversion of the Cable System from the private third party responsible for the project.

3.2.11 If Grantee fails to remove or relocate any Cable System facilities by the date established by the City, and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

3.3 Restoration of Rights-of-Way

Whenever Grantee disturbs the surface of any Rights-of-Way for any purpose, Grantee shall promptly restore the Rights-of-Way to a condition as required by City Code and Road Standards. When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its permit. If Grantee fails to promptly restore the Rights-of-Way, the City may, after providing reasonable notice to Grantee, repair, restore, refill or repave any disturbance made by Grantee in the Rights-of-Way, and the reasonable expense thereof shall be paid by Grantee. The City may, after providing reasonable notice to Grantee, repair any work done by Grantee that, in the determination of the City, does not conform to applicable City Code and Road Standards. The reasonable cost thereof, including the costs of inspection and supervision, shall be paid by Grantee.

3.4 Safety Requirements

The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent accidents that may cause damage or injuries. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and State regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Public Rights-of-Way.

3.5 Aerial and Underground Construction

If distribution lines of service providers, as defined in RCW 35.99.010, or a utility service provider (collectively "Service Providers") in any portion of the Franchise Area are underground, Grantee shall place its Cable System's distribution cables underground within that area; provided that such underground locations are actually capable of accommodating Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any portion(s) of the Franchise Area where the distribution lines of any of the respective Service Providers are both aerial and underground, Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. The City shall have the discretion to require undergrounding in a non-discriminatory manner with Service Providers to provide for future planning. In areas where Grantee's wiring is aerial,

Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. In those areas where neither aerial or underground distribution lines of any of the respective Service Providers exists, Grantee shall place its Cable System's distribution cables and other equipment underground. If funds exist, and are set aside for such purpose, or provided by a third party, Grantee may seek reimbursement for its share of funds to offset the cost of placing its facilities underground. Grantee shall utilize existing conduit whenever possible.

- 3.5.1 The City shall not be required to obtain easements for Grantee. Except as allowed in Section 3.2.3, Grantee shall participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where all existing overhead facilities, including utility poles, are being removed and converted to underground facilities.
- 3.5.2 Nothing in this Section shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as Customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment.
- 3.5.3 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for all time and material costs associated with the conditioned underground conversion of cable facilities.

3.6 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's Ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and applicable law. Grantee shall be jointly and severally liable for all property and personal damages and for correcting all damage caused by any contractor or subcontractor working on Grantee's behalf.

3.7 Construction and Maintenance

- 3.7.1 Subject to applicable laws and this Franchise, Grantee shall perform all maintenance, construction, repair and upgrades necessary for the operation of its Cable System in the Rights-of-Way. All work regarding Grantee's System shall, regardless of who performs the work, be and remain Grantee's responsibility.
- 3.7.2 Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in Rights-of-Way by, or under, the City's authority.
- 3.7.3 Grantee shall provide and use any equipment necessary to control and carry Grantee's signals so as to prevent damage to the City's property or property

belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities and equipment to keep them in good repair and in a safe and presentable condition.

3.7.4 Grantee's Cable System shall be located, erected and maintained so as not to endanger the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way or other public property.

3.7.5 Grantee shall give reasonable notice to private property owners of construction work in adjacent Rights-of-Way.

3.7.6 In the event that emergency repairs are necessary, Grantee shall notify the City of the repairs made on the next business day. Grantee may initiate such emergency repairs and shall apply for appropriate permits within two (2) business days after discovery of the emergency, or as soon as reasonably practical.

3.8 One Call Notification

Prior to doing any work in the Rights-of-Way, Grantee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes. Grantee shall also comply with generally applicable ordinances and permitting requirements before digging in the Rights-of-Way.

3.9 Rights-of-Way Vacation

If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the Term of this Franchise, unless the City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to the City, remove its facilities from such Rights-of-Way and restore, repair or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee to restore, repair or reconstruct such Rights-of-Way after ninety (90) Days written notice from the City, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantees Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

3.10 Standards

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. Grantee must comply with all federal, State and local safety requirements, rules, regulations, laws, standards, and practices, and deploy all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electrical Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards in effect at the time of the work being performed.

3.10.1 Grantee shall ensure that all cable drops are properly bonded and grounded at the home, consistent with applicable code requirements. All non-conforming or non-performing cable drops shall be replaced by Grantee as necessary.

- 3.10.2 Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable.
- 3.10.3 All installations of equipment, lines and facilities shall be installed in accordance with good engineering practices and of sufficient height to comply with all federal, State and local regulations, ordinances and laws.
- 3.10.4 Any opening or obstruction in the Rights-of-Way or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible at night.
- 3.10.5 Grantee and the City agree that nothing in this Franchise shall give Grantee the right to construct new poles without prior City approval. Furthermore, nothing contained in this Franchise gives Grantee a right of pole attachment to City facilities or facilities owned by third parties.

3.11 Stop Work

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work and be posted on the work site;
- (3) Be sent to Grantee by electronic mail and overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

3.12 Joint Trenching/Boring

To the extent it is technically and economically feasible, Grantee shall joint trench or share bores or cuts and work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees and franchisees so as to reduce the number of Right-of-Way cuts within the City.

3.13 GIS Mapping

Upon thirty (30) Days written request by the City, Grantee shall provide a route map that depicts the general location of the Cable System facilities placed in the Right-of-Ways. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers.

3.14 Trimming of Trees and Shrubbery

Grantee shall have the authority to trim trees or other natural growth interfering with, damaging, or restricting access to any of its Cable System facilities in the Rights-of-Way. All such trimming shall be done at Grantee's sole cost and expense. Grantee shall be

responsible for any damage caused by such trimming and shall make every attempt to trim such trees and shrubbery in a fashion that maintains their aesthetic appeal.

3.15 Reservation of Rights-of-Way

Nothing in this Franchise shall prevent the City or public utilities from constructing any public work or improvement in the Public Rights-of-Way. All such work shall be done insofar as practicable so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

3.16 Inspection of Facilities

Upon reasonable notice, the City may inspect any of Grantee's Facilities or equipment within the Rights-of-Way and on other public property. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition in a timely manner as directed by the City. The City has the right to inspect, repair and correct the unsafe condition if Grantee fails to do so, and to charge Grantee for the actual costs incurred to do so.

3.17 Removal of Property

In the event that the franchise has been terminated, Grantee shall, within 180 Days of prior written demand from the City, completely remove, at its expense, all property of Grantee's system. Post-removal, the Grantee must promptly restore the street or other affected areas to a condition satisfactory to the City.

SECTION 4. Service Obligations

4.1 General Service Obligation

Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least twenty-five (25) Dwelling Units per strand mile in areas served by overhead facilities and sixty (60) Dwelling Units per strand mile in areas served by underground facilities. Subject to this density requirement, Grantee shall offer Cable Service at standard installation rates to all new Dwelling Units or previously unserved Dwelling Units located within one hundred fifty (150) aerial feet or sixty (60) underground trench feet of the Grantee's distribution cable. Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a line extension or a drop-in excess of the above standards. Any such additional charge shall be the fully allocated cost of the installation that exceeds the standards set forth above.

4.2 Obscenity

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial Control any programming that is obscene under applicable federal, State or local laws.

4.3 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments or successor legislation thereto.

4.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

4.5 No Discrimination

Neither Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial, and other business obligations to Grantee are satisfied. Grantee shall not however be required to continue service to a Subscriber who cannot meet their financial obligations to Grantee or who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.6 New Developments

The City shall provide Grantee with written notice of the issuance of formal approvals for new subdivisions and/or planned developments within the Franchise Area requiring underground installation and/or conversion of cable facilities as part of the approval condition(s). The City agrees to require the developer, as a condition of issuing land use and building permits, to give Grantee access to all open trenches for deployment of cable facilities throughout the development and at least ten (10) business days written notice of the date of availability of open trenches. The developer shall be responsible for the digging and backfilling of all trenches. Grantee shall be responsible for engineering and deployment of labor relative to its installation of cable facilities within the development.

SECTION 5. Rates, Fees, Charges and Deposits

5.1 Rate and Service Change Notification

Grantee shall provide advance notice of any changes in rates and services consistent with applicable federal law, including but not limited to 76.1603, as amended from time to time.

5.2 No Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and shall be nondiscriminatory for all Persons pursuant to the provisions of federal and state law. Nothing herein shall be construed to prohibit:

- (1) the temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;
- (2) the offering of reasonable discounts to similarly situated Persons; or

(3) the offering of bulk discounts for multiple Dwelling Units.

5.3 Leased Access Channel Rates

Grantee shall offer Leased Access Channel capacity on such terms and conditions and rates as may be negotiated with each lessee, subject to the requirements of Section 612 of the Cable Act. Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels or portions of such Channels, provided by Grantee.

5.4 Late Fees

For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable federal, State and local laws. Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of Subscribers.

SECTION 6. Customer Service

6.1 Customer Service Standards

Except as set forth in Section 4.1 Service Obligations, Grantee shall comply in all respects with the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended from time to time.

6.2 Privacy Protection

Grantee shall comply with all applicable federal and State privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7. Oversight and Regulation

7.1 Franchise Fees

Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Service in the Franchise Area ("Franchise Fee"). In accordance with 47 U.S.C. § 542(b), the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year provided, however, that Grantee shall not be compelled to pay any higher percentage of Franchise Fees than any other Cable Operator providing Cable Service in the same portion of the Franchise Area. If during the Term of this Franchise, the FCC, federal or State government, or the courts change the amount a City can collect for Franchise Fees, then this Franchise shall be amended and such change shall be imposed on all similarly situated Cable Operators operating in the same portion of the Franchise Area. Franchise Fees are not a tax.

7.2 Payments

The payment of Franchise Fees shall be made on a quarterly basis and shall be due

forty-five (45) Days after the close of each calendar quarter. Grantee shall be allowed to submit or correct any payments that were inadvertently omitted, provided such correction is made within ninety (90) Days following the close of the calendar quarter for which such payments were applicable, without incurring any interest expenses pursuant to Section 7.5. At City's option, if there are overpayments of Franchise Fees, City may choose to either refund any such overpayments to Grantee, or Grantee shall withhold future Franchise Fee payments until such time as said overpayment is recovered. If City chooses the option to refund such overpayments, then no interest shall accrue on such overpayments provided City refunds the overpayments within sixty (60) Days notice from Grantee. Notwithstanding the foregoing, the parties may agree on a different timeframe or terms of repayment.

7.3 Additional Compensation

In the event that Franchise Fees are prohibited by any law or regulation, Grantee shall pay to the City that amount, if any, which is required in accordance with applicable law.

7.4 Quarterly Reports

Each Franchise Fee payment shall be accompanied by a report prepared by a representative of Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.5 Interest Charge on Late Payments

Late payments for any Franchise Fees due pursuant to this Section, EG Fees due pursuant to Section 11.6 and liquidated damages due pursuant to Section 13.1.1 shall be subject to interest at the then-current rate set forth in RCW 19.52.020, which as of the date of execution of this Franchise is twelve percent (12%) per annum from the date that such payment is due.

7.6 No Release

The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct, nor shall acceptance be construed as a release of any claim which the City may have for additional sums due under this Franchise. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by Grantee was due.

7.7 No Limitation on Taxing Authority

Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. Nothing in this Franchise is intended to preclude Grantee from exercising any right it may have to challenge the lawfulness of any tax, fee, or assessment imposed by the City or any State or federal agency or authority, or intended to waive any rights the Grantee may have under 47 U.S.C. § 542.

7.8 Additional Commitments Not Franchise Fees

7.8.1 The EG Capital Contribution pursuant to Section 11.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset

against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees from such tax. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with applicable law. The City likewise reserves all rights it has under applicable law. Should Grantee elect to offset the "marginal costs" of items set forth herein against the Franchise Fees in accordance with applicable law, Grantee shall provide the City advance written notice and a minimum of one hundred-twenty (120) days for the parties to consider Grantee's election as to an offset from franchise fees or modification of the obligation as set forth in applicable law by amendment of this Franchise. City's failure to determine such offset or act to amend this Franchise shall not preclude Grantee from following through on its notice to the City.

- 7.8.2 In the event applicable law is overturned in whole or in part by a final decision of the FCC or through judicial review or an act of Congress, the City and the Grantee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. If any complimentary video services are discontinued pursuant to this section and subsequently applicable law provides that these complimentary services are no longer included in the definition of "franchise fee," then the City has a right to have these services restored for the betterment of the community on a complimentary basis upon sixty (60) days written notice to Grantee. (See Exhibit A)

7.9 Franchise Fee Audit

- 7.9.1 Upon thirty (30) Days prior written notice, but not more often than once each calendar year, the City shall have the right to inspect Grantee's financial records necessary to enforce the provisions of the Franchise and to calculate any amounts determined to be payable pursuant to this Franchise. Provided Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous three (3) years, unless the City has information relating to previous years beyond the three (3) years which, in its reasonable judgment, raises doubt as to the accuracy of payments made under this or previous franchises, in which case an additional three (3) years may be audited. If the audit shows that there has been an underpayment of Franchise Fees by five percent (5%) or more in a calendar year, then Grantee shall pay the cost of the audit, such amount not to exceed Fifteen Thousand Dollars (\$15,000).
- 7.9.2 Upon the completion of any such audit by the City, the City shall provide to Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, Grantee shall have thirty (30) Days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall seek to agree upon a "Final Settled Amount." For purposes of this Section, the term "Final Settled Amount(s)" shall mean the

agreed upon underpayment, if any, by Grantee to the City. If the parties cannot agree on a "Final Settled Amount," either party may bring an action to have the disputed amount determined by a court of law.

- 7.9.3 Any "Final Settled Amount(s)" due to the City as a result of such audit shall be paid to the City by Grantee within sixty (60) Days from the date the parties agree upon the "Final Settled Amount." Once the parties agree upon a Final Settled Amount and such amount is paid by Grantee, the City shall have no further rights to audit or challenge the payment for that period. If it was found that there was an underpayment of Franchise Fees pursuant to this Section, Grantee shall pay, in addition to the amount due, interest, calculated from the date the underpayment was originally due until the date payment is made by Grantee.
- 7.9.4 In the event the "Final Settled Amount(s)" is an overpayment by Grantee, the City shall either reimburse Grantee within sixty (60) Days of the date the parties agree upon the Final Settled Amount or, upon Grantee's approval, the City may choose to have Grantee withhold future Franchise Fee payments until such time as said overpayment is recovered. If the City fails to refund the overpayment to Grantee within sixty (60) Days, then interest at the rate specified in Section 7.5 shall accrue beginning on the sixty-first (61st) day following the determination of the Final Settled Amount.

7.10 Maintenance of Books, Records, and Files

7.10.1 Books and Records

Throughout the Term of this Franchise, Grantee agrees that the City, upon reasonable prior written notice to Grantee, may review Grantee's books and records necessary to determine compliance with the terms of this Franchise. The review of such books and records shall occur at Grantee's business office (unless a substitute location is otherwise agreed upon), during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by Grantee for a period of six (6) years.

7.10.2 File for Public Inspection

Throughout the Term of this Franchise, Grantee shall maintain a file available for public inspection which shall include all documents required pursuant to the FCC's rules and regulations. The public inspection file shall be maintained at Grantee's business office and will be available to the public during normal business hours.

7.10.3 Proprietary Information

Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such

information. Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or State privacy law. For purposes of this Section 7.10, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, Customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by Grantee to be competitively sensitive.

7.10.4 Public Records Act

Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall endeavor to promptly advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information so that Grantee can take appropriate steps to protect its interests within ten (10) business days of receiving notification of the City’s intended disclosure. Nothing in the Section 7.10.4 prohibits the City from complying with RCW 42.56, other applicable law, or a court order requiring the release of public records, and the City shall not be liable to Grantee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order requested by Grantee which prohibits the disclosure of any such confidential records. In the event a higher court overturns such injunction or court order, Grantee shall reimburse the City for any fines or penalties imposed for failure to disclose such records.

7.10.5 Records Required

Grantee shall provide, upon the City’s written request, but no more frequently than once a year, a report which may include any or all of the following, depending on the needs of the City:

- (1) A compilation of Subscriber complaints, actions taken and resolution, of service calls received by Grantee for the prior year. The term “complaint” as used herein refers to escalated concerns about any aspect of Grantee’s Cable System or cable operations;
- (2) Records summarizing outages for the previous year, indicating date, duration;
- (3) If specifically requested by the City, the most recent annual report Grantee filed with the FCC, and a copy of all FCC filings issued by Grantee or its Affiliate(s) which relate to the operation of the Cable System in the Franchise Area;

- (4) A list of Grantee's Cable Services, rates and Channel line-up; and the number of Subscribers with Basic Service.

7.11 Performance Evaluations

Upon written notification, the City may hold performance evaluation sessions no more than once every twelve months to ensure proper performance of the provisions of this Franchise.

7.11.1 All evaluation sessions shall be open to the public.

7.11.2 Topics which may be discussed at any evaluation session include issues surrounding Grantee's performance of the terms and conditions of this Franchise and such other matters related to the provision of Cable Services, provided nothing in this subsection shall be construed as requiring the renegotiation of this Franchise, or any provision, term, or condition therein, and further provided that this subsection 7.11 need not be followed before other legal or equitable remedies within this Franchise may be sought.

7.11.3 Grantee agrees to participate in such evaluation sessions described in this Section 7.11 in good faith.

SECTION 8. Transfer or Renewal of Franchise

8.1 Franchise Transfer

Subject to Section 617 of the Cable Act, the Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person (hereinafter "Transfer of the Franchise") without the prior written consent of the City, which consent shall not be unreasonably withheld. If such consent is given, such consent shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise.

8.1.1 Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of Control of Grantee. The word "control" as used herein is not limited to majority stock ownership but includes actual working Control in whatever manner exercised. Every change, transfer or acquisition of Control of Grantee, except as noted in Section 8.1.7, shall make this Franchise subject to cancellation unless and until the City shall have consented thereto which consent shall not be unreasonably withheld.

8.1.2 The parties to the Transfer of the Franchise or change of Control shall make a written request to the City for its approval of the Transfer of the Franchise or change of Control and shall furnish all information required by applicable law. In reviewing a request related to a Transfer of the Franchise or change in Control, the City may inquire into any matter reasonably related to the ability and willingness of the prospective transferee or controlling party to perform, in accordance with 47 CFR § 76.502.

- 8.1.3 In seeking the City's consent to any change in ownership or Control, the proposed transferee or controlling party shall indicate whether, as applicable, it:
- (1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law, or is currently under an indictment, investigation or complaint charging such acts;
 - (2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against it by any court of competent jurisdiction;
 - (3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a Cable System;
 - (4) Is financially solvent, by submitting financial data, including financial information as required by FCC Form 394; and
 - (5) Has the legal, financial and technical capability to enable it to maintain and operate the Cable System for the remaining Term of the Franchise.
- 8.1.4 In reviewing a request for the Transfer of the Franchise or change of Control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said Transfer of the Franchise or change of Control upon such terms and conditions as it deems reasonably appropriate and as are consistent with federal law; provided, however, that any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee. Additionally, such Person shall effect changes as promptly as practicable in the operation of the Cable System, if any changes are necessary to cure any violations or defaults presently in effect or ongoing.
- 8.1.5 The City shall act by ordinance or resolution on the request within one hundred twenty (120) Days of the request, provided it has received all information required by law, such as a completed FCC Form 394. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) Days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.
- 8.1.6 Within sixty (60) Days of Closing of any Transfer of the Franchise or change of Control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed(s), agreement(s), lease(s) or other written instrument(s) evidencing such Transfer of the Franchise or change of Control, certified and sworn to as correct by Grantee and the transferee or new controlling entity. In the case of a Transfer of the Franchise or change of Control, the transferee or the new controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.
- 8.1.7 Notwithstanding anything to the contrary in this Section 8.1, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an Affiliate; provided that the proposed assignee or transferee must show legal, technical, and financial responsibility as may be

determined by the City and must agree in writing to comply with all of the provisions of the Franchise, subject to applicable law. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise. In the event of a change in Control, the Grantee will continue to be bound by all provisions of the Franchise.

- 8.1.8 The consent or approval of the City to any Transfer of the Franchise or change in Control shall not constitute a waiver or release of any rights of the City.

8.2 Renewal of Franchise

- 8.2.1 The City and Grantee agree that any proceedings undertaken relative to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as may be amended.
- 8.2.2 In addition to the procedures set forth in Section 626 of the Cable Act, the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the current Franchise Term. The City further agrees that such assessments shall be provided to Grantee promptly so that Grantee has adequate time to submit a proposal under Section 626 of the Cable Act.
- 8.2.3 Notwithstanding anything to the contrary, Grantee and the City further agree that at any time during the Term of the current Franchise, while affording the public appropriate notice and opportunity to comment, the City and Grantee may agree to undertake and finalize informal negotiations regarding renewal of the Franchise and the City may grant a renewal thereof. Grantee and the City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

SECTION 9. Insurance and Indemnity

9.1 Insurance Requirements

9.1.1 General Requirement

Grantee must have adequate insurance during the entire Term of this Franchise (and for a period of twelve (12) months thereafter) to protect the City against claims for death or injuries to persons or damages to property or equipment which in any way relate to, arise from or are connected with this Franchise, or involve Grantee, its employees, agents, representatives, contractors, subcontractors and their employees.

9.1.2 Minimum Insurance Limits

Grantee shall maintain in full force and effect at its own cost and expense each of the following minimum insurance limits set forth herein:

- (1) Commercial General Liability
Five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate for bodily injury, personal injury and property damage.
- (2) Commercial Automobile Liability
Five million dollars (\$5,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Umbrella/Excess Liability
Insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate and be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The City, its officers, officials, boards, commissions, and employees shall be named as an additional insured on the Grantee's Excess or Umbrella Liability insurance policy. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits
- (4) Workers' Compensation
insurance shall be maintained during the Term of this Franchise to comply with State law.

The amounts listed above are the minimum deemed necessary by the City to protect the City's interests in this matter. The City has made no recommendation to the Grantee as to the amount of insurance coverage necessary to protect the Grantee's interests. Any decision by the Grantee to carry or not carry insurance amounts in excess of the above is solely that of the Grantee.

9.1.3 Additional Insured

The City shall be included as an additional insured under each of the insurance policies required in this Section except Workers' Compensation and Employer's Liability Insurance. Except for Workers' Compensation and Employer's Liability Insurance, all insurance policies required hereunder shall provide or be endorsed so that the City is covered as, and have the rights of, an additional insured with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System. Grantee shall provide to the City either:

- (1) a true copy of an endorsement covering City as an Additional Insured for each insurance policy required in this Section and providing that such insurance shall apply as primary insurance on behalf of such Additional Insureds; or
- (2) a true copy of the blanket additional insured clause from the policies. Receipt by City of any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements.

Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the Additional Insureds shall be in

excess of Grantee's insurance and shall not contribute to it. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

9.1.4 Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with the requirements of this Section without forty-five (45) Days written notice first being given to the City. If the insurance is canceled or terminated so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of Commercial General Liability Insurance, for at least one (1) year after expiration of this Franchise. Any failure of Grantee to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify the City for losses the City otherwise would have been covered for as an additional insured.

9.1.5 Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Franchise. The insurance obtained by Grantee shall be with insurers qualified to do business in the State of Washington with a rating of no less than "A VII" by Best Key Rating Guide, Property/Casualty Edition.

9.1.6 These insurance provisions shall survive the expiration or termination of this Franchise.

9.2 Verification of Coverage

In addition to the other requirements of this Section, Grantee shall furnish the City with certificates of insurance reflecting at least the minimum coverage and policy limits required hereunder. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received by the City within forty-five (45) Days of the time of acceptance of this Franchise by Grantee with existing insurance coverage to be maintained by Grantee until that date. Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

9.3 City Full Availability of Grantee Limits

If the Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this permit or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

9.4 Indemnification / Hold Harmless

9.4.1 Grantee shall defend, indemnify, and hold harmless the Public Entity, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to

property, which arises out of Grantee's acts, errors or omissions, or from the conduct of Grantee's business, or from any activity, work or thing done, permitted, or suffered by Grantee arising from or in connection with this Franchise Agreement, except only such injury or damage as shall have been occasioned by the sole negligence of the Public Entity .

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Public Entity, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9.4.2 Defense of Claims

With respect to Grantee's indemnity obligations set forth in this Section 9.4, Grantee shall provide the defense of any claims or actions brought against the City. Nothing herein shall be deemed to prevent the City from cooperating with Grantee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with the City, Grantee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Grantee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the City, and the third party is willing to accept the settlement, but the City does not consent to the terms of any such settlement or compromise, Grantee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

9.4.3 Separate Representation

If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select other counsel without conflict of interest with the City.

9.4.4 Expenses

Grantee shall pay the expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses that are necessary for the City's defense, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

9.4.5 Indemnification for Relocation

Grantee shall indemnify and hold harmless the City for any damages, liabilities,

claims, additional costs, or reasonable expenses assessed against, or payable by, the City arising out of or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

9.4.6 Duty of Defense

The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section 9.4.

9.4.7 Indemnification of Grantee

To the extent permitted by law, the City shall indemnify, defend and hold harmless Grantee from claims arising out of the City's use of the EG Access Channels and/or the Emergency Alert System.

9.4.8 Concurrent Negligence

In the event that a particular activity conducted under this Franchise is subject to RCW 4.24.115, this Section 9.4.8 shall apply. Liability for damages arising out of bodily injury to persons, death, or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, Grantee's liability shall be only to the extent of Grantee's negligence.

9.4.9 Inspection

Inspection or acceptance by the City of any work performed by Grantee pursuant to the grant of this Franchise shall not be grounds for avoidance by Grantee of any of its obligations under this Section 9.4.

9.4.10 The indemnifications under this section 9.4 shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

9.4.11 These indemnity provisions shall survive the expiration or termination of this Franchise.

9.5 Environmental Liability

Grantee shall at its own cost, expense, and liability, comply with all applicable laws, statutes, rules, and regulations concerning Hazardous Substances that relate to Grantee's Cable System. "Hazardous Substances" shall mean any material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations. Grantee shall be solely and separately liable and responsible for the containment, remediation and/or clean-up of any release of Hazardous Substances directly arising from or relating to Grantee's Cable System. Grantee shall indemnify, defend and hold the City harmless from any fines, suits, procedures, claims, costs, damages, expenses, attorneys' fees and actions of any kind arising out of or in any way connected with any release(s) of Hazardous Substances directly arising from or related to Grantee's Cable System. This indemnity includes, but is not limited to:

- (1) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances;
- (2) damages to natural resources caused by Hazardous Substances, including the reasonable costs of assessing such damages;
- (3) liability for the City's costs of responding to Hazardous Substances; and
- (4) liability for any costs of investigation, abatement, mitigation, correction, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws.

9.6 Security

Pursuant to RCW 35A.47.040, Grantee shall provide a performance bond in the amount of twenty thousand dollars (\$20,000) (the "Security") to ensure the faithful performance of its responsibilities under this Franchise and applicable law. Grantee may be required to obtain additional security, such as generally applicable construction bonds, in accordance with the City's permitting requirements. Grantee shall pay all premiums or costs associated with maintaining the Security and shall keep the same in full force and effect at all times. Except as expressly provided herein or as otherwise specified in the City's construction permitting requirements, the Grantee shall not be required to obtain or maintain other security as a condition of being awarded the Franchise. Grantee shall file said Security with the City with the written acceptance of this Franchise.

SECTION 10. System Description and System Facilities

10.1 System Description

Grantee operates a hybrid fiber coaxial (HFC) fiber-to-the-node system architecture Cable System, with fiber optic cable deployed from its headend to nodes and tying into a coaxial system serving Subscribers. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted.

10.2 Technological Improvements

Throughout the Term of this Franchise, Grantee shall incorporate improvements in technology as necessary to reasonably meet the needs and interests of the community, in light of the cost thereof.

10.3 Technical Requirement

Grantee shall operate, maintain and construct the Cable System so as to continue the provision of high quality signals and reliable delivery of Cable Services. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electrical Code, and any other applicable federal law and the laws of the State of Washington, as amended (the "Technical Requirements").

10.4 Cable System Performance Testing

Grantee shall perform all tests on its Cable System as required by the FCC and shall maintain written records of its test results. Copies of such test results will be provided

to the City upon request. If the Cable System fails to meet any portion of a test, Grantee shall promptly take such measures as are necessary to correct any performance deficiencies identified as part of the technical testing. Sites shall be re-tested within five (5) Days following correction until correction has been confirmed and satisfactory results are obtained.

10.5 Additional Tests

Where there exists a pattern of poor technical performance or signal quality, the City may upon thirty (30) Days prior written notice, require Grantee to conduct performance testing. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report if requested, within thirty (30) Days after such testing. This report shall include the following information:

- (1) The nature of the complaint or problem which precipitated the special tests;
- (2) The Cable System component tested;
- (3) The equipment used and procedures employed in testing;
- (4) The method, if any, in which such complaint or problem was resolved; and
- (5) Any other information pertinent to said tests and analysis which may be required.

10.6 Standby Power

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that supply back-up power for at least two (2) hours duration throughout the distribution networks and four (4) hours duration at all nodes and hubs.

10.7 Emergency Alert System

The Grantee shall provide an operating Emergency Alert System (EAS) in accordance with the provisions of State and federal laws, including FCC regulations.

SECTION 11. Educational and Governmental Access

11.1 Access Channels

In order to meet the demonstrated community need for Access Channels and programming, upon one hundred-eighty (180) days prior written notice, Grantee shall make one Educational and Governmental (EG) Access Channel available to the City for its use throughout the remaining Term of this Franchise. Access Channel shall be made available at no extra charge to Subscribers on Grantee's lowest tier of service.

11.2 Change in Cable System Technology

In the event Grantee makes any change in the Cable System technology, which affects the signal quality or transmission of any Access Channel programming, Grantee shall take all necessary technical steps to ensure the delivery of Access programming is not diminished or adversely affected.

11.3 Management and Control of Access Channel

Grantee does not have any editorial Control over the Access Channel programming. The City may authorize Designated Access Providers to Control, operate, and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of the Access Channel. The City or its designee may formulate rules for the operation of the Access Channel. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider. Grantee shall cooperate with City and Designated Access Providers in the use of the Cable System for the provision of Access Channel.

11.4 Underutilized Access Channel

Grantee and the City agree that it is their mutual goal to fully and efficiently use the Channel capacity of the Cable System, which may include Grantee's use of underutilized Access Channel. If Grantee believes that any Access Channel is underutilized, it may file a request with the City to use that Access Channel. The City shall in its sole discretion render a decision regarding the matter within sixty (60) Days of receiving the request. Should the City find that the Access Channel may be used by Grantee, then Grantee may begin using such Channel ninety (90) Days after receipt of the decision. If a Designated Access Provider wants to begin using the Channel and has adequate amounts of programming to place on the Channel, then upon sixty (60) Days written notice from the City, Grantee shall discontinue using the Access Channel.

11.5 Access Channel Location

Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. Grantee shall provide to the City a minimum of sixty (60) Days notice, and use its best efforts to provide ninety (90) Days notice, prior to any relocation of its Access Channel, unless the change is required by federal law, in which case Grantee shall give the City the maximum notice possible. In the event of Access Channel relocation, Grantee shall provide notice to Subscribers in the same manner as notice is provided for any other Channel relocation.

11.6 Support for Access Capital Costs

In an effort to meet the demonstrated community need for Access programming, Grantee shall collect from Subscribers and remit to the City an EG Fee that may be used for Access related capital expenditures, such as production equipment or a studio.

11.6.1 Upon 90 Days from the written notice, Grantee shall collect from Subscribers an amount up to twenty-five (\$.25) cents per Subscriber per month ("EG Fee"). Subsequently, this EG Fee amount may be modified or waived by the City as determined by the City Council no more than once each year, and the EG Fee shall be no greater than twenty-five (\$0.25) cents per Subscriber per month in the Franchise Area. Grantee shall remit the EG Fee at the same time as quarterly Franchise Fee payments.

11.6.2 Grantee shall not be responsible for paying the EG Fees with respect to gratis or Bad Debt accounts. The City can inquire as to the status of any such accounts, and Grantee agrees to meet with the City, upon request, to discuss such matters as necessary.

11.6.3 The City shall have the discretion to allocate the EG Fees in accordance with applicable law and shall submit a summary of capital expenditures from the EG Fees to Grantee within sixty (60) Days of the end of each calendar year. The summary shall include financial information showing all EG Fees received, EG expenses used for EG Access purposes and the ending balance.

11.6.4 To the extent the City makes Access capital investments using City funds prior to receiving the EG Fees, the City is entitled to apply the EG Fee payments from Grantee toward such City capital investments necessary for the programming of its Access Channels. The City and Grantee agree that any EG Fees shall be referred to on Subscribers' bills as an "EG Fee," or language substantially similar thereto.

11.6.5 The EG Fees provided for in this Section shall not be offset or credited against any Franchise Fee payments.

SECTION 12. Enforcement of Franchise

12.1 Notice of Violation or Default

In the event the City believes that Grantee has not complied with a term or provision of the Franchise, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem within a reasonable time frame, the City shall then notify Grantee in writing of the exact nature of the alleged noncompliance (the "Noncompliance Notice").

12.2 Grantee's Right to Cure or Respond

Grantee shall have thirty (30) Days from the receipt of the City's Noncompliance Notice:

- (1) to respond to the City, contesting the assertion of the alleged noncompliance or default;
- (2) to cure such default; or
- (3) in the event that, by nature of the default, such default cannot be cured within the thirty (30) Day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

12.3 Public Hearing

In the event Grantee fails to respond to the City's Noncompliance Notice or that the alleged default is not remedied within thirty (30) Days or the date projected by Grantee (provided such projection is also acceptable to the City), the City may schedule a public hearing to investigate the alleged default. Such public hearing may be held no less than thirty (30) business days therefrom. The City shall notify Grantee in writing of the time and place of such hearing and provide Grantee with a reasonable opportunity to be heard, to present evidence in its defense, and to question witnesses.

12.4 Options Following Public Hearing

If, after the hearing, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall

order Grantee to correct or remedy the default or breach within such reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

- (1) Pursue the revocation of this Franchise pursuant to the procedures in Section 13 in the event of a material breach of this Franchise; or
- (2) Pursue any other legal or equitable remedy available under this Franchise or any applicable law.

SECTION 13. Liquidated Damages

13.1 Liquidated Damages

The City and Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Grantee's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and Grantee agree that Grantee shall pay to the City, the sums set forth below for each Day or part thereof that Grantee shall be in breach of specific provisions of this Franchise. Such amounts are agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of Grantee's breach of such provisions of this Franchise.

13.1.1 Subject to the provision of written notice to Grantee and a thirty (30) Day right to cure period, the City may assess against Grantee liquidated damages as follows: one hundred dollars (\$100.00) per Day for failure to provide the Access Channel(s); one hundred fifty dollars (\$150.00) per Day for each material violation of the Customer Service Standards; fifty dollars (\$50.00) per Day for failure to provide reports or notices as required by this Franchise; and up to two hundred dollars (\$200.00) per Day for any other material breaches of the Franchise.

13.1.2 City shall provide Grantee a reasonable extension of the thirty (30) Day right to cure period described in Section 13.1.1 if Grantee has commenced work on curing the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) Days from the written notice of default.

13.1.3 If liquidated damages are assessed by the City, Grantee shall pay any liquidated damages within forty-five (45) Days after they are assessed. Liquidated damages may be assessed for no more than seventy-five (75) Days for any individual incident.

13.1.4 In the event Grantee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies Grantee that there has been a violation.

13.2 Recovery of Amounts

The recovery of amounts under Section 9.6 and 13.1.1 shall not be construed as a limit on the liability of Grantee under the Franchise or an excuse of unfaithful performance of

any obligation of Grantee. Similarly, the imposition of liquidated damages is not intended to be punitive, but rather, for City cost recovery purposes.

SECTION 14. Termination of Franchise

14.1 Revocation

Notwithstanding Sect. 2.8, this Franchise may be revoked and all rights and privileges rescinded if:

- (1) There is an uncured violation of any material obligation under this Franchise;
- (2) Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;
- (3) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;
- (4) There is a foreclosure or involuntary sale of the Cable System;
- (5) Grantee willfully fails to provide services as specified in this Franchise;
- (6) Grantee becomes insolvent or if there is an assignment for the benefit of Grantee's creditors; or
- (7) There is a pattern or practice of material violation of any requirement of this Franchise.

14.2 Grantee Without Fault

Notwithstanding Section 14.1, none of the foregoing shall constitute a material violation or breach if Grantee is without fault or if the violation or breach occurs as a result of circumstances beyond Grantee's reasonable Control. Grantee shall bear the burden of proof in establishing the existence of such circumstances.

14.3 Revocation Notice

Should the City seek to revoke this Franchise after following the procedures set forth in this Section 14, the City shall give written notice to Grantee of such intent to revoke this Franchise. This notice of intent to revoke ("Revocation Notice") is in addition to the Noncompliance Notice pursuant to Section 12.1. The Revocation Notice shall set forth the specific nature of the noncompliance. Grantee shall have thirty (30) Days from receipt of such Revocation Notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek revocation of the Franchise at a hearing in front of the City's Hearing Examiner (the "Revocation Hearing"). The City shall cause to be served upon Grantee at least thirty (30) Days prior to the Revocation Hearing a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

14.4 Revocation Hearing

At the Revocation Hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the testimony of Persons as permitted by law, and to question and/or cross examine witnesses. The Revocation

Hearing shall be on the record and a written transcript shall be made available to Grantee within ten (10) business days.

14.5 Findings and Conclusions

Following the Revocation Hearing, the Hearing Examiner shall be provided up to thirty (30) Days to submit its proposed findings and conclusions in writing to the City Council and Grantee and thereafter the City Council shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event or default has been cured or will be cured by Grantee. The City Council shall also determine whether to revoke the Franchise based on the information presented or, where applicable, grant additional time to Grantee to effect any cure. If the City Council determines that the Franchise shall be revoked, the City Council shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of the City Council to an appropriate court, which shall have the power to review the decision of the City "de novo". Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within thirty (30) Days of Grantee's receipt of the determination of the City.

14.6 Enforcement in Lieu of Revocation

The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

14.7 Technical Violation

The City agrees that it is not its intention to subject Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

- (1) Instances or matters where a violation or a breach of the Franchise by Grantee was good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or on the City; or
- (2) Where there existed circumstances reasonably beyond the Control of Grantee and which precipitated a violation by Grantee of the Franchise, or which were deemed to have prevented Grantee from complying with a term or condition of the Franchise.

SECTION 15. Miscellaneous Provisions

15.1 Authority and Changes in the Law

The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the City. Grantee and the City shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the Effective Date of this Franchise. Grantee and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

15.2 Actions of Parties

In any action by the City or Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

15.3 Amendments

Amendments to this Franchise shall be mutually agreed upon, in writing by the parties.

15.4 Attorneys' Fees

If any action or suit arises in connection with this Franchise (excluding Franchise renewal proceedings), attorneys' fees, costs and expenses in connection therewith shall be paid in accordance with the determination by the court.

15.5 Binding Acceptance

This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

15.6 Captions

The captions and headings of Sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of this Franchise. Such captions shall not affect the meaning or interpretation of this Franchise.

15.7 Costs to be Borne by Grantee

Grantee shall pay all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing in connection with this Franchise. The City Clerk shall publish a summary of Ordinance 24-0603 approving the Franchise in the official newspaper of the City with Grantee solely responsible for the cost of said publication.

15.8 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

15.9 Entire Franchise

This Franchise, including the Attachments, embodies the entire understanding and agreement of the City and Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.

15.10 Force Majeure

Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such

noncompliance or alleged defaults occurred or were caused by strike, riot, war, pandemic, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Grantee's ability to anticipate or Control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

15.11 Governing Law

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington as amended, federal law including the Cable Act as amended, any applicable rules, regulations, court decisions, and orders of the FCC as amended and applicable local laws now existing or hereafter amended or adopted.

15.12 Equal Employment Opportunity

Grantee shall comply with all applicable federal and State laws affording nondiscrimination in employment to all individuals regardless of their race, color, religion, age, sex, national origin, sexual orientation or physical disability.

15.13 Modification

No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument in writing, duly executed by the City and Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution, ordinance or order by the City, as required by applicable law.

15.14 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.

15.15 Notices

All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class, registered or certified mail, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:
City of Kenmore
City Clerk
18120 68th Avenue NE
Kenmore, WA 98028

To the Grantee:
Comcast Cable Communications Management, LLC
Government Affairs Dept.
900 132nd Street SW
Everett, WA 98204

15.16 No Third-Party Beneficiaries

Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

15.17 Reservation of Rights

Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, Grantee or City may have under Federal or State law unless such waiver is expressly stated herein.

15.18 Preemption

In the event that federal or State law preempts a provision or limits the enforceability of a provision of this Franchise, the provision shall be read to be preempted to the extent required by law. In the event such federal or State law is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no reinstated under the law, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or Grantee.

15.19 Recitals

The recitals set forth in this Franchise are incorporated into the body of this Franchise as if they had been originally set forth herein.

15.20 Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

15.21 Venue

The venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or the King County Superior Court.

15.22 Waiver

The failure of either party at any time to require performance by the other of any provision hereof shall in no way be a waiver thereof unless specifically waived in writing. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.23 Independent Review

The City and Grantee each acknowledge that they have had opportunity to receive independent legal advice in entering into this Franchise and that both the City and Grantee understand and fully agree to each and every provision of this Franchise.

The provisions of this franchise agreement are agreed to and hereby accepted. By accepting this franchise agreement, The City and Grantee agree to perform and be bound by each and every term and condition of this franchise agreement.

CITY OF KENMORE

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

By:_____

By:_____

Its:_____

Its:_____

Dated:_____

Dated:_____

EXHIBIT A
MUNICIPAL BUILDINGS AND PUBLIC SCHOOLS CURRENTLY PROVIDED FREE CABLE SERVICE

Kenmore City Hall:* 18120 68th Avenue NE

Northshore Fire District Headquarter Station #51: 7220 NE 181st Street

King County Library System Kenmore Library: 6531 NE 181st Street

Northshore Utility District Headquarters: 6830 NE 185th Street

Northshore Fire Station #54** 15036 70th Avenue NE

Inglemoor High School: 15500 Simonds Road NE

Kenmore Junior High School: 20323 66th Avenue NE

Arrowhead Elementary School: 6725 NE Arrowhead Drive

Kenmore Elementary School: 19121 71st Avenue NE

Moorlands Elementary School: 15115 84th Avenue NE

King County Police Precinct** 18118 73rd Avenue NE

* For this location only, the Franchisee has provided up to 3 outlets at no additional charge to the City.

**If occupied by a government agency

KEY PROVISION CHANGES

PROVISION	OLD FRANCHISE		RENEWED FRANCHISE	
	Section	Previous Requirement	Section	Proposed Change
Gross Revenue Definition	1.17	-All revenue from Grantee or an Affiliate from all sources in accordance w/ GAAP, including Ad sales, Leased Access Fees, Home Shopping revenue, Franchise Fee, late fees, rental fees, change fees -Excluding: Bad debt; sales taxes; PEG or other passthrough taxes/fees, launch fees	1.19	Same with the addition of FCC Fees to gross revenue. Expanded definitions on how franchise fees are based upon
Public Right of Way Definition	1.21	see franchise	1.21	Updated to match KMC 12.05.030 definition
Use of Right of Way for non-Cable Service	2.3	see franchise	2.3	Reorganized text. Adds additional provision to tighten provision for non-cable services
Competitive Equity Definition	2.14	Regulatory and financial burdens are materially equivalent	2.13	Comcast must notify city if it believes additional franchise Obligations are materially different

KEY PROVISION CHANGES

PROVISION	OLD FRANCHISE		RENEWED FRANCHISE	
	Section	Previous Requirement	Section	Proposed Change
Permits and General Obligations	3.1	General permit requirements, no provision for obtaining an annual permit	3.1.1	Requirement to obtain annual ROW permit for maintenance activities
Conditions on Occupancy of Public Rights of Way	3.1.10	Requirements for relocation in the right of way	3.2	Expanded on requirements and established protocols for requests for relocation and considerations for changes to the request. Moved undergrounding to this section
Aerial to Underground Construction	3.4	Establishes requirement when to underground facilities	3.5	Requires undergrounding on Comcast led projects when City has future plans to underground an area. Moved city led underground requirements to 3.2
Right of Way Vacations	3.7	Requirements if the City elects to vacate portions of the right of way	3.9	expands on process if Comcast does not address their facilities in vacated right of way
Removal of Property	--	New provision	3.17	Requires PSE to remove property within 180 days in the event of franchise termination
General Service Obligations	4.1	Cable service availability to customers	4.1	cable service offering to customers changed from within 125 feet to within 150 feet of existing aerial system
Broad Programming Categories	4.2	Identifies minimum programming categories to be provided	--	Deleted

KEY PROVISION CHANGES

PROVISION	OLD FRANCHISE		RENEWED FRANCHISE	
	Section	Previous Requirement	Section	Proposed Change
Deletion or Reduction of Broad Programming Categories	4.3	Deletion not allowed if within Comcast control	--	Deleted
Complimentary Cable Service	4.4	Voluntary one outlet to city owned and occupied buildings for government, admin or education uses	7.8	Voluntary initiative and Comcast to provide 120 days' notice to offset cost against Franchise Fees
Rate and service change Notification	5.1	Subject to regulation by the City	5.1	Advanced notice of rate and service changes consistent with federal law
Customer Service Requirements	6.1	Comply with City standards in Appendix A	6.1	Comply with FCC requirements
Franchise Fee	7.1	5% of annual gross revenues	7.1	No Change
Additional Commitments not Franchise Fees	--	New	7.8.2	Provisions for if the applicable law is overturned
Bundled Services	7.10	Franchise fee only applicable to cable services	--	Moved to 1.19.4
Reporting requirements	7.11	General open books - Annual report	7.10	No Change
Annual Report	7.11.4	Upon request - customer complaints - outages - trouble calls - installations for previous year	7.10.5	Upon request -Customer complaints -Outages -FCC filings -Rate/ Channel card

KEY PROVISION CHANGES

PROVISION	OLD FRANCHISE		RENEWED FRANCHISE	
	Section	Previous Requirement	Section	Proposed Change
Insurance Limits	9.1	- Commercial General Liability Insurance: \$2M per occ - Auto Insurance: \$2M per occ - Employer's Liability: \$1M - Excess Liability: \$3M	9.1.2	- Commercial General Liability Insurance: \$5M gen and agg - Auto Insurance: \$5M - Excess Liability: \$5M - Workers Comp: As required by State L&I
Indemnification/Hold Harmless	9.3	Indemnity language	9.4	Update per WCIA.
Security	9.4	Sets bonding at \$15K	9.6	Increases bond to \$20000
Environmental Liability	--	New	9.5	establishes environmental protections
Performance Testing	10.4	As required by FCC, copies to city upon request, city may witness tests	10.4	As required by FCC, copies to city upon request
Access Channels	11.1	1 Gov channel and 1 Ed channel, upon request	11.1	1 EG channel with 180 days' notice
Return Connectivity	11.7	Allow for additional EG connections at City's cost	--	Deleted
Interconnection	11.8	Requires Comcast to interconnect access channels with adjacent cable system not owned by comcast	--	Deleted

CITY OF KENMORE
Engineering

Comcast Franchise Agreement

February 12, 2024



Why Are We Amending?

- Franchise Expired June 2021
- Changes to KMC and Telecom Regulations



Changes Proposed All Sections

- Formatting changes
- Clarifying/simplifying language that didn't change the original intent of the section/subsection



Changes Proposed

Section 1 (Definition of Terms)

- Gross Revenue, included
 - Added
 - convenience fees
 - Administrative fees
 - Lease of cable system
 - Other considerations received from programmers recognized by General Accepted Accounting Principals (GAAP)
 - Deleted
 - Music services fees
 - Gross Revenue, not included
 - Added Educational and Governmental fees
 - Removed sales of assets or surplus equipment
-



Changes Proposed

Section 1 (Definition of Terms)

- Gross Revenues, continued
 - Expanded on franchise fee calculation for bundled services
 - Added provisions for changes based upon accounting principals
 - Public Rights of Way changed to reflect current KMC Title 12



Changes Proposed

Section 2 Grant of Franchise (Previously Grant of Authority)

- Clarifies grantee to obtain city approval to provide non-cable services if required by law
- Term of franchise set at 10 years. No option for extension
- Expands on requirements for petitioning equity in granting franchises to other cable providers



Changes Proposed

Section 3 (Construction and Maintenance of Cable System)

- Requires Comcast to secure an annual maintenance permit
- Increases relocation notice from 30 to 90 days
- Third-party benefit relocations – noted private and other public agencies as third parties
- Prohibits the use of new poles without city approval
- Add provisions for untimely relocations/removals
- Adds ROW restoration requirements per city code
- Adds requirements for removal of property in the event of franchise termination



Changes Proposed

Section 4 (Service Obligation)

- Changed service availability from 125 to 150 feet of comcast facilities
- Deleted
 - Broad Programming Categories
 - Deletion or Reduction in Broad Programming Categories
- Complimentary cable services noted in Exhibit A and mentioned in 7.8.2



Changes Proposed

Section 5 and 6 (Rates, Fees, Charges, and Deposits) (Customer Service)

- No significant changes



Changes Proposed

Section 7 (Oversight and Regulation)

- Establishes steps if applicable laws are changed
- Bundled services moved to 1.19.4
- Added requirements/exemptions regarding Public Records Act
- Annual report excludes records of installations, reconnections, requests for services, adds rates and channel line-up



Changes Proposed

Section 8 (Transfer or Renewal of Franchise)

- No significant changes



Changes Proposed

Section 9 (Insurance and Indemnification)

- Insurance requirements increased to \$5M each
- Allows access to full grantee insurance limits
- Indemnification/hold harmless updated to current City requirements
- Provision added for environmental impacts liability
- Bonding increased from \$15K to \$20K



Changes Proposed

Section 10 (System Description and System Facilities)

- No significant changes



Changes Proposed

Section 11 (Educational and Government Access)

- Access to Educational and Governmental channel changed from 120 to 180 days
- Notice to collect access channel fees changes from 45 to 90 days
- Return connectivity and Interconnection sections deleted



Changes Proposed

Section 12, 13 & 14 (Enforcement of Franchise, Liquidated Damages, Termination of Franchise)

- No significant changes



Changes Proposed

Section 15 (Miscellaneous Provisions)

- Incidental cost recovery from Comcast deleted



Changes Proposed

Exhibit A (Customer Service Standards)

- Deleted in lieu of federal regulation referenced



Changes Proposed Next Steps

- Council adoption March 18th



Comments and questions:

John Vicente
Engineering Director, PW Engineering
jvicente@kenmorewa.gov
425 398 8900





City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Kenmore Municipal Code Title 13 Update Discussion Proposed Council Action/Motion: No action needed	For Council Meeting Agenda of: 02/12/2024 Departments: Public Works Engineering Prepared by: John Vicente, Engineering Director <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Approved by Department Head:</td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>JV 1/25/2024</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>DR 1/23/2024</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>NA</u></td></tr> <tr> <td></td><td style="text-align: right;"><u>RK 1/25/2024</u></td></tr> </table> Exhibits/Attachments: Attachment A: Title 13 Div. 1 Red Lined Changes Attachment B: Title 13 Div. 1 Changes, Clean Copy Attachment C: Summary of Changes Attachment D: Draft Ordinance	Approved by Department Head:	<u>Initial & Date</u>	Approved by City Attorney:	<u>JV 1/25/2024</u>	Approved by Finance Director:	<u>DR 1/23/2024</u>	Approved by City Manager:	<u>NA</u>		<u>RK 1/25/2024</u>
Approved by Department Head:	<u>Initial & Date</u>										
Approved by City Attorney:	<u>JV 1/25/2024</u>										
Approved by Finance Director:	<u>DR 1/23/2024</u>										
Approved by City Manager:	<u>NA</u>										
	<u>RK 1/25/2024</u>										
RECOMMENDATION: No recommendation at this time, seeking discussion and council feedback											
INFORMATION/BACKGROUND: Kenmore Municipal Code (KMC) Title 13 focuses on utilities and public works. Division 1 of Title 13 focuses on water and sewer systems and currently consists of 5 chapters. Of those 5 chapters, 2 have been repealed as they are not applicable to City business. Some of the general changes made with the title were global in nature and meant to improve consistency and organization of the title. In general, those changes consisted of: • Grammatical corrections/edits • Consolidation of definitions • Defined terms were italicized for consistency with the rest of the KMC • Renaming of terms to be consistent with other documents Additional changes were made to match what the city is currently responsible for regulating, to close gaps in the code, and to revise out-of-date information. Several sections have been repealed or simplified as they are not the responsibility of the city and fall in the jurisdiction of Northshore Utility District. The remaining sections fall under the City's responsibility which the current code refers to Seattle King County Public Health for rules, permitting, and enforcement. Attachment A shows all											

changes proposed within Title 13 in red-lined/strike-through format. Attachment B contains the changes to Title 13 in a clean format for easier reading. Attachment C is summary of all changes made to Division 1 of Title 13. A draft ordinance (Attachment D) has been included for review.

Staff will be seeking approval of this ordinance at the February 26th council meeting.

FISCAL CONSIDERATIONS:

None. Staff and legal review time were spent working on this update.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goal 2: Implement the Adopted Climate Action Plan and **Promote Environmental Stewardship**, including Water, Air, Forest, and Habitat Restoration and Preservation.

Council Goal 7: Support public safety.

Title 13

UTILITIES AND PUBLIC WORKS

Chapters:

Division I. Water and Sewer Systems

- 13.05 Side Sewer Work and Connections**
- 13.10 Design, Installation and Repair of Disposal Systems**
- 13.15 Sewerage Cleaning and Removal**
- 13.20 ~~Repealed~~Federal Funding of Sewerage Disposal Systems**
- 13.25 ~~Repealed~~Water and Sewer System Condition Reports**

Division II. Surface and Stormwater Utility

- 13.30 General Provisions**
- 13.32 Technical Terms and Definitions**
- 13.35 Surface Water Runoff Policy**
- 13.40 Surface Water Management Program**
- 13.45 Water Quality**

Division III. Utility Lines

- 13.50 Utility Extensions**

Chapter 13.05

SIDE SEWER WORK AND CONNECTIONS

Sections:

- 13.05.010 Definitions.
- 13.05.020 Connection with public sewer required.
- 13.05.030 ~~City Public health~~ may connect and assess cost.
- 13.05.040 Opening public sewer.
- 13.05.050 Side sewers ~~in public street~~ ~~Bond required.~~
- 13.05.060 Restoration of public streets.
- 13.05.070 Traffic control at sewer excavations.
- 13.05.080 ~~Opening public sewer~~ ~~Permit required.~~ ~~Repealed~~
- 13.05.090 ~~Repealed~~ Side sewer permit ~~How obtained.~~
- 13.05.100 ~~Fees for permits~~ ~~Repealed.~~
- 13.05.110 ~~Repealed~~ Charges for service.
- 13.05.120 ~~Collection of charges~~ ~~Repealed.~~
- 13.05.130 ~~Repealed~~ Lien for delinquent charges.
- 13.05.140 ~~Sewer connection charges~~ ~~Repealed.~~
- 13.05.150 ~~Repealed~~ Inspection of side sewers.
- 13.05.160 ~~Repealed~~ Work without permit to be stopped.
- 13.05.170 ~~Permit fee when sewer district has agreement with City~~ ~~Repealed.~~
- 13.05.180 ~~Repealed~~ Side sewers ~~Requirements, materials and workmanship.~~
- 13.05.190 ~~Repealed~~ Use of the public sewers.
- 13.05.200 ~~Protection from damage~~ ~~Repealed.~~
- 13.05.210 ~~Repealed~~ Powers and authority of inspectors.
- 13.05.220 ~~Repealed~~ Repair of broken or obstructed side sewers.
- 13.05.230 ~~Repealed~~ Planting of certain trees and shrubbery prohibited ~~Removal of obstructions in sewers.~~
- 13.05.240 ~~Repealed~~ Pumps and pressure lines.
- 13.05.250 ~~Repealed~~ Developer extensions of the public sewer.
- 13.05.260 ~~Repealed~~ Rules and regulations.
- 13.05.270 ~~Repealed~~ Collection of costs.
- 13.05.280 -Constitutionality.
- 13.05.290 -Enforcement.

13.05.010 Definitions.

A. Certain words and phrases in this chapter, unless otherwise clearly indicated by their context, mean as follows:

1. ~~"Approved" means approved in writing by the director of public health.~~
2. ~~"City" means the City of Kenmore~~
3. ~~"City manager" means the City of Kenmore city manager or their designee(s).~~
4. "Director of public health" means the director of the King County department of public health or their authorized assistants or inspectors.
3. ~~"Industrial waste" means any liquid, solid or gaseous substances, or combination thereof, resulting from any process of industry, manufacturing, commercial food processing, business, trade or research, including the development, recovery or processing of natural resources.~~
5. ~~"District" means the Northshore Utility District.~~
6. ~~"District code" means the rules and regulations established by the Northshore Utility District.~~
7. "Person" means any individual, firm, association, ~~eo~~partnership, copartnership, corporation, governmental agency or political subdivision, whether acting by themselves or as a servant, agent or employee.

58. "Public health department" means the Seattle-King County Department of Public Health or their successors.

9. "Public sewer" means any sewer or appurtenant facility other than a side sewer, either owned or operated by the Northshore Utility District or within the jurisdiction of the City of Kenmore.

610. "Repair" means the replacement, addition, or alteration of a sewer line (side or main); septic tank; distribution box; tight line or other appurtenances to an existing individual sewage disposal system; and including any replacement, addition, or alteration to a subsurface disposal field where at least a portion of the original subsurface disposal field is used. In those instances where no portion of the existing drainfield or septic system is to be used, it will be considered the same as a new system and will require a design.

11. "Sanitary drainage system" means the piping which conveys sewage from plumbing fixtures to a public sewer or private sewage disposal system.

12. "Sewage" means water-carried waste discharged from the sanitary facilities of buildings occupied or used by people, or liquid or liquid-borne waste which contains animal or vegetable matter in suspension or solution, or liquid or liquid-borne waste which may contain chemicals in solution, and which may be lawfully discharged into a public sanitary sewer.

713. "Sewage disposal system" means sanitary drainage systems, septic tanks, leaching pits, surface and subsurface leaching filter beds, and appurtenances, or other approved facilities for the disposal of sewage by means other than through a public sewer.

14. "Side sewer" means any sewer line used or installed by any ~~person~~person to conduct waste from any property to a public sanitary sewer.

8. "Residence" means a building designed and/or used to house a single family. The definition of residence shall include trailers on an individual lot and condominium units.

9. "Commercial" means premises used for or housing commercial or industrial concerns. For the purposes of this chapter, multifamily dwellings of two or more units, condominiums and mobile home courts shall be included in this definition.

10. "City sewerage systems" means any sewerage system consisting of sewerage facilities owned and/or operated by the City.

11. "Residential customer equivalent (RCE)" means each 900 cubic feet of water used or metered sewage flow shall be considered as one residential customer equivalent.

B. Definition of Additional Terms. Words, terms or expressions peculiar to the art or science of sewerage not herein defined shall have the respective meanings given in the most recent edition of the District code, Glossary, Water and Sewage Control Engineering, published in 1949, prepared by a joint committee representing American Public Health Association, American Society of Civil Engineers, American Water Works Association, and Water Pollution Control Federation.[Ord. 98-0023 §§ 1, 2 (KCC 13.04.010).]

13.05.020 Connection with public sewer required.

A. The owner or occupant of lands or premises shall connect the *sewage* waste pipes located thereon with the nearest accessible *public sewer* whenever, ~~in the case of platted lands, there is a public sewer within one block thereof or, in the case of unplatted lands, within 150-200 feet thereof from any point abutting the right of way or a utility easement.~~ The ~~director of public works~~*District* shall prescribe the manner in which such connection shall be made. When in the opinion of the ~~director of public works~~*city manager* or the *director of public health* a sewer connection is unreasonable or impossible, another method of sewage disposal may be specified.

B. The *director of public health* is authorized and empowered, and it shall be ~~his~~*their* duty to prohibit the use of any privy, well, septic tank or vault upon any premises whenever the use and maintenance thereof is detrimental or dangerous to public health and safety, to order any such privy, well, septic tank or vault to be disinfected and filled

with fresh earth, and to order the plumbing installed in any structure or building located thereon to be connected with a *public sewer* system. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.020).]

13.05.030 ~~City-Public health~~ may connect and assess cost.

Whenever the public health or public safety requires that any building or premises be connected with the *public sewer* in the manner provided in KMC 13.05.020, the *director of public health, the city manager, or the District* shall serve upon the owner, agent or occupant of said premises a notice in writing, specifying the time within which such connection must be made, which shall not be more than 60 days from the date of service of such notice. If such owner, agent or occupant fails, neglects or refuses to connect said building or premises with the *public sewer* within the time specified in such notice, the ~~City of Kenmore District~~ may make such connection, and the cost of the connection shall be assessed against the property so connected. ~~If payment is not received in the time frame stated in the notice, the District may collect as provided in the district code and the amount thereof shall become a lien upon the premises so connected.~~ [Ord. 98-0023 §§ 1, 2 (KCC 13.04.030).]

13.05.040 Opening public sewer.

It is unlawful for any person to make any opening in any *public sewer* or to connect any private sewer or *side sewer* therewith, or to lay, repair, alter or connect any private sewer or *side sewer* in a public street, avenue, alley or other public place without ~~complying with the provisions of this chapter~~securing an approved permit by the District and an approved permit issued by the City as required per KMC Title 12. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.040).]

13.05.050 Side sewers in public street—Bond required.

~~Side sewers shall be installed, maintained, repaired, and removed in accordance with the District rules and regulations including obtaining permits from the District and permits issued by the City as required per KMC Title 12. It is unlawful for any person to make any opening in any public sewer situated in a public street or to excavate for the purpose of sewer installation in any public street, avenue, alley or other public place unless such person has first obtained and filed with the director of public works a surety bond in the sum of \$2,000. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.050).]~~

13.05.060 Restoration of public streets.

Where, in order to make a connection to a *public sewer*, it is necessary to excavate in any public street, avenue, alley or other public place, such excavation shall be restored promptly and expeditiously following inspection and approval of the new line. The requirements for such excavation and restoration shall be ~~as follows~~in accordance with KMC Title 12.:

A. Bituminous or Asphaltic Concrete Surfaces.

~~1. Surfacing shall be cut completely through before removal. Surfacing shall be cut a minimum of one foot wider than the subbase trench excavation. Edges of the existing surfacing shall be trimmed to a neat line. Where excavations are made for the full width of the surfaced streetway, existing surfacing shall be cut a sufficient width to permit the use of an eight-ton roller for compaction of the new asphalt concrete surfacing.~~

~~2. Backfilling shall be with select material. Native material may be used for backfill only when specifically authorized by the director of public works.~~

~~3. Backfill material shall be installed in six-inch lifts, and each lift shall be mechanically tamped and compacted to 95 percent of maximum density as measured by the modified AASHO method.~~

~~4. The top six-inch lift of backfill material shall be three-quarters-inch crushed surfacing.~~

~~5. All asphaltic concrete or bituminous surfaces shall be restored by the application of one course of two inches of compacted Class B asphaltic concrete produced by an asphalt plant approved by the director of public works.~~

~~Applicable items of Section 32 of the Washington State Department of Highways Standard Specifications shall apply. Asphalt paint shall be applied to the joints of existing surfacing prior to application of new surface material. Where excavations are made the full width of the surfaced streetway, a minimum eight-ton roller shall~~

~~be used for compaction of the new asphalt surfacing. If final restoration of surfacing is delayed for weather or other reasons, a temporary repair shall be made by the installation of cold mix asphalt.~~

~~B. Concrete Paving and Concrete Base with Asphalt Surfacing. The tunnel method or the cut and tunnel method shall be used in preference to the open cut method of excavation in concrete or concrete base pavement. Where cutting is necessary, the following shall be required:~~

- ~~1. Line drilling with rotary drills shall be required along the trench or cut outline. Six inch spacing center to center shall be required for drill holes in pavement nine inches or less in depth. Drill holes shall be perpendicular to the surface. Drill holes parallel to a longitudinal joint will not be required if the panel removed extends to the joint itself.~~
- ~~2. Backfilling shall be with select material. Native material shall be used for backfill only when specifically authorized by the director of public works.~~
- ~~3. Backfill material shall be installed in six inch lifts, and each lift shall be mechanically tamped and compacted to 95 percent of maximum density as measured by the modified AASHO method.~~
- ~~4. The top four inch lift of backfill material shall be five eighths inch, minus crushed surfacing.~~
- ~~5. Concrete surfacing or concrete base shall be Class A cement concrete pavement. Applicable items of Section 33 of the Washington State Department of Highways Standard Specifications shall apply.~~
- ~~6. Asphaltic concrete surfacing shall be Class A asphaltic concrete.~~
- ~~7. If final restoration of surfacing is delayed for weather or other reasons, a temporary repair shall be made by the installation of cold mix asphalt.~~

~~C. Unsurfaced Right of Way Areas. Trench backfill through right of way areas other than surfaced areas shall be native material except where native material shall be deemed unsuitable by the director of public works. Backfill through unsurfaced right of way areas shall be compacted to 90 percent of maximum theoretical density. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.060).]~~

13.05.070 Traffic control at sewer excavations.

~~A. On arterials or other streets designated by the director of public works, all traffic lanes must be open for rush hours. The use of uniformed flagmen may be required. All work performed on public roads shall be done in accordance with KMC Title 12 and the City's road standards. Generally, construction on such arterials, streets will be restricted to the hours between 9:30 a.m. and 3:00 p.m.~~

~~B. On residential streets, avenues, alleys or other public areas where sewer excavations are made perpendicular to traffic flow, one half of the street or alley shall be kept open for moving traffic at all times.~~

~~C. All work shall be carried on with due regard for the safety and convenience of the public. Open trenches shall be provided with barricades that can be seen at a reasonable distance, and at night shall be adequately lighted. Lighted signs for detours and construction in progress shall be provided. Traffic control devices shall be in accordance with Manual on Uniform Traffic Control Devices—Part V, Traffic Controls for Highway Construction and Maintenance Operations, published by the U.S. Department of Commerce, Bureau of Public Roads, 1961. Safety instructions from the director of public works shall be strictly observed but following of such instructions shall in no way relieve the person doing construction of his responsibility or liability. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.070).]~~

13.05.080 Opening public sewer – Permit required.

~~It is unlawful for any to make an opening in any *public sewer*, or to connect any private sewer or *side sewer* therewith, or to lay, *repair*, alter or construct any sewer to be connected to a *public sewer* unless such person has first obtained a side sewer permit from the ~~District~~*District* director of public works. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.080).]~~

13.05.090 Side sewer permit – How obtained.

~~A. In order to obtain the permit provided for in KMC 13.05.080, the owner, occupant or the side sewer contractor employed to do the work shall file an application with the director of public works stating the name of the owner or occupant of the premises to be connected, giving lot, block, and addition or other legal description, the number of buildings on said premises, and the purpose for which they are, or are to be used, together with plans drawn to a satisfactory scale, and specifications showing the whole course of the line from the public sewer or other outlet, to its connections with the plumbing or drain from the building or premises and all branches to be connected. The plans and specifications shall be submitted to the director of public works for approval, and he may change or modify the same and designate the manner in which such connecting sewers shall be connected to the building plumbing, the place where such connections with the public sewer shall be made, and specify the material, size, and grade of such connecting sewer, and shall endorse his approval on such plans and specifications as originally prepared or as modified and changed.~~

~~B. Upon approval of said plans and specifications, and upon payment of all required fees and charges and upon approval of a surety bond, if required, the director of public works shall issue a permit to perform the work.~~

~~C. The director of public works shall have the right, and is authorized, to refuse to issue a permit to any person, or side sewer contractor, where a reasonable doubt exists that such person, or side sewer contractor, may refuse to or be unable to comply with the provisions of this chapter. If, in the judgment of the director of public works, the reputation or past performance of any person indicates a lack of ability to install a side sewer in accordance with the accepted standards of the trade, and the provisions of this chapter, a side sewer permit shall be denied that person. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.090).]~~

13.05.100 Fees for permits.

~~A. The fee for a permit issued as herein provided shall be imposed by the city council by resolution. Permit fee shall include the cost of the required inspection. Work shall be completed under the terms of the permit within a period of 60 calendar days. In the event that work is not completed within 60 calendar days, a new permit must be obtained and an additional fee imposed by the city council by resolution paid.~~

~~B. Low Income Elderly Discount. The City service charge for residents of City operated sewer systems who satisfy the criteria set forth in this section may receive a low income elderly discount of \$2.20 applied to the City service charge portion of the base sewer rate.~~

~~C. The criteria shall be that:~~

~~1. The head of household or spouse is 62 years of age or older;~~

~~2. The gross household income may not exceed \$10,764 for a one person household or \$14,076 for a two person household;~~

~~3. Water service to the dwelling is separately metered. [Ord. 02-0139 § 1; Ord. 98-0023 §§ 1, 2 (KCC 13.04.100).]~~

13.05.110 Charges for service.

~~All property to which City operated sewer service is available shall pay the service charges set forth in the following schedule:~~

~~A. The base sewer rate shall be imposed by the city council by resolution.~~

~~B. The base sewer rate shall be the minimum monthly charge per connection for the first RCE or any portion thereof.~~

~~C. Charges for water used or effluent metered beyond the initial 900 cubic feet shall be proportional to the quantity used or metered.~~

~~D. Costs not included in the City portion of base sewer rate and which are specific to a particular City operated sewerage system shall be as set forth below:~~

~~1. Trend ULID No. 1. The monthly service for connections to the Trend ULID sewerage system shall include amounts imposed by the city council by resolution.~~

~~2. Metro. In addition to the Metro treatment and disposal charge reflected in the base sewer rate, the City shall bill each customer any additional amount which the City is billed by Metro for that customer.~~

~~E. Commercial customers served by a City operated sewer system, who can demonstrate to the satisfaction of the director of public works that a portion of the customer's water usage does not enter the sanitary sewer system may receive a reduction in the service charge. [Ord. 02-0139 § 1; Ord. 98-0023 §§ 1, 2 (KCC 13.04.110).]~~

13.05.120 Collection of charges.

~~All City operated sewer systems shall be charged in accordance with the provisions of RCW 36.94.140. The service charge for connections to the City operated sewer systems may be billed bimonthly with charges due and payable to the City within 30 days of the billing date. A late payment penalty of 10 percent of the amount due will be imposed if payment is not received within 50 days of the billing day. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.120).]~~

13.05.130 Lien for delinquent charges.

~~A. The City of Kenmore shall have a lien for delinquent service charges together with interest at eight percent per year from the date due until paid.~~

~~B. A lien may be filed against the property if payment is not received within 90 days of the due date. The lien shall be for all charges, interest, and penalties and shall be attached to the premises to which the services were furnished. The lien shall be superior to all other liens and encumbrances except general taxes and local and special assessments of the City.~~

~~C. Upon the expiration of 60 days after the attachment of the lien, the City may bring suit in foreclosure by civil action in the Superior Court of King County. In addition to the costs and disbursements provided by statute, the court may allow the City a reasonable attorney's fee. The lien shall be foreclosed in the same manner as foreclosure of real property tax liens. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.130).]~~

13.05.140 Sewer connection charges.

~~A sewer connection charge shall be paid to the City before any structure not previously served by a City sewer system is connected to the system. The connection charge shall be computed according to the following schedule.~~

~~The connection charge for any structure not previously served by a City-operated sewer system, or for additional water meter connections to property previously served, shall be based upon the size of the water meter serving the property. The connection charge shall be imposed by the city council by resolution.~~

~~In cases where the water meter size is increased, an additional charge for the differential between the smaller and larger meter sizes shall be made. [Ord. 02-0139 § 1; Ord. 98-0023 §§ 1, 2 (KCC 13.04.140).]~~

13.05.150 Inspection of side sewers.

~~A. It is unlawful for any person to cover or back-fill any side sewer, private sewer or lateral without having called for and received an inspection and approval by the director of public works. The director of public works or his authorized inspectors shall be given 24 hours' notice when such construction is ready for inspection. The director of public works shall inspect and make such tests deemed necessary to ensure that the new work meets all requirements of the plans, specifications and permit and is in strict accordance with all applicable provisions of this chapter in respect to materials and workmanship.~~

~~B. The director of public works may require side sewers to be tested by means of water or air. Such tests, where required, shall be at the expense of the person installing the side sewer. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.150).]~~

13.05.160 Work without permit to be stopped.

~~It shall be the duty of the director of public health or the director of public works in case they find any person engaged in the work of breaking ground for the purpose of making connection with a public sewer, to ascertain if such person has a permit from the director of public works to make such sewer connection, and in the event that such person has no permit for making such connection it shall be the duty of the director of public works to notify the offending person to stop work immediately. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.160).]~~

13.05.170 Permit fee when sewer district has agreement with City.

~~In all sewer districts having agreements and bonds posted with the City of Kenmore guaranteeing restoration of streets after construction of sewer system the fee imposed by the city council by resolution for digging in the street for a sewer connection shall be waived on all permits issued until the street has been satisfactorily restored and accepted by the City of Kenmore, except if in the opinion of the city street engineer the contractor or sewer district are unnecessarily delaying restoration of any street they shall be notified by the City that all connections in said street from then on shall be subject to the fee. [Ord. 02-0139 § 1; Ord. 98-0023 §§ 1, 2 (KCC 13.04.170).]~~

13.05.180 Side sewers – Requirements, materials and workmanship.

~~A. All side sewers installed shall conform to the following minimum requirements:~~

- ~~1. Minimum grade: two percent;~~

~~2. Minimum size: four inches;~~

~~3. Minimum cover at edge of surfaced area of street, avenue, alley or other public way: four feet;~~

~~4. Minimum cover at property line: one foot, six inches;~~

~~5. Minimum cover inside property line: one foot.~~

~~B. Side sewers shall be constructed of any of the following materials, or other equivalent materials when approved by the director of public works:~~

~~1. Concrete sewer pipe, ASTM C 14, with rubber gasket joints;~~

~~2. Vitrified clay pipe, nonglazed, ASTM C200-55T, with "Speed Seal" or equal joints;~~

~~3. Cement asbestos pipe, ASTM C296 or C428 with standard gasket joints;~~

~~4. Soil pipe, ASTM A21.6 or A21.8 with mechanical joints or roll on type rubber joints;~~

~~5. Cast iron pipe, ASTM A21.6 or A21.8 with mechanical joints or roll on type rubber joints.~~

~~C. Cast iron pipe or soil pipe shall be used where a side sewer is constructed within 10 feet of a potable water pipe. Special pipe bedding consisting of gravel or concrete may be required where, in the judgment of the director of public works, unsuitable ground conditions exist.~~

~~D. The connection of the side sewer into the public sewer shall be made at a wye or tee if such is available at a suitable location. If no properly located wye or tee is available, a neat hole shall be cut into the public sewer to receive the side sewer. The spigot end shall be cut so as to not extend past the inner surface of the public sewer. Entry to the public sewer shall be made at an angle of not less than 45 degrees. A smooth, neat joint shall be made and the connection made secure and watertight by encasement in concrete. Special fittings may be used for the connection when approved by the director of public works.~~

~~E. All side sewer pipes shall be laid in a straight line between bends. All changes in grade or line shall be made with a one eighth bend or a wye.~~

~~F. Whenever a situation exists involving an unusual danger of backups from the public sewer, the director of public works may prescribe a minimum elevation at which the side sewer may be discharged to the public sewer. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.180).]~~

13.05.190 Use of the public sewers.

~~A. It is unlawful for any person to discharge or cause to be discharged any of the following into any public sewer or into any side sewer discharging into any public sewer: subsoil, foundation, footing, window well, door well, yard, or unroofed basement floor drains; unpolluted industrial process water; roof drains or downspouts from areas exposed to rainfall or other precipitation; surface or underground water from any source.~~

~~B. The director of public works is authorized and empowered and it shall be his duty to prohibit the discharge of stormwater, rainwater, roof runoff, cooling water or unpolluted industrial process waters or wastes directly or indirectly into any public sewer, and to prohibit the discharge of:~~

~~1. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit;~~

~~2. Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease;~~

~~3. Any gasoline, benzine, naphtha, fuel oil, or other flammable liquid, solid or gas;~~

~~4. Any garbage that is not properly shredded garbage;~~

~~5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system;~~

~~6. Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewer system;~~

~~7. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;~~

~~8. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;~~

~~9. Any noxious or malodorous gas or substance capable of creating a public nuisance.~~

~~C. When, in the judgment of the director of public works, the use of grease, oil and sand traps is required and necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, such traps shall be installed by the owner or occupant of any property or premises before such property or premises is connected to the public sewers. Where installed, all grease, oil and sand traps shall be maintained by the owner or occupant, at his expense, in continuously efficient operation at all times.~~

~~D. It is unlawful to admit into the public sewers any waters or wastes having:~~

~~1. A five-day biochemical oxygen demand greater than 300 parts per million by weight; or~~

~~2. Containing more than 350 parts per million by weight of suspended solids. Where necessary, in the opinion of the director of public works, the owner or occupant of property or premises producing waste of such objectionable characteristics shall, at his own expense, provide such preliminary treatment as is required to bring the waste into conformity with the requirements of this chapter.~~

~~E. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.~~

~~F. All waste discharged to the public sewers shall be in conformity with the current requirements of the municipality of metropolitan Seattle. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.190).]~~

13.05.200 Protection from damage.

~~It is unlawful for any person to maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the public sewer system. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.200).]~~

13.05.210 Powers and authority of inspectors.

~~The director of public works and the director of public health, their inspectors and other authorized employees, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing and making connection of sanitary facilities of any structure or premises to the public sewer in accordance with the provisions of this chapter. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.210).]~~

13.05.220 Repair of broken or obstructed side sewers.

~~When any house connection or side sewer is constructed, laid, connected or repaired and does not comply with the provisions of this chapter or where it is determined by the *director of public health* or the director of public works that a house connection or side sewer is obstructed, broken or inadequate and is a menace to health or is liable to cause damage to public or private property, the *director of public health* or the director of public works shall give notice to the owner, agent, or occupant of the property at which such condition exists and if such owner, agent, or occupant fails to repair the same after 10 days when notified to do so by the *director of public health* or director of public works, the City of Kenmore may perform such work as may be necessary to comply with this chapter. The reasonable cost of such work as done by the City of Kenmore shall be collected from the responsible for such~~

~~condition, or the amount thereof shall become a lien upon the said property and the prosecuting attorney is authorized, empowered and directed to collect such cost either by the foreclosure of said lien or by a suit against the owner or occupant of such property, or other responsible for such condition, the suit shall be maintained in the name of the City of Kenmore, as plaintiff, in any court of competent jurisdiction. Such action shall be commenced within eight months. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.220).]~~

13.05.230 Planting of certain trees and shrubbery prohibited – Removal of obstructions in sewers.

~~It is unlawful to plant willow, poplar, cottonwood, soft maples, or gum, or any other tree or any shrub whose roots are likely to obstruct public or private sewers within 30 feet of any public sewer. The director of public works is authorized to remove any trees or shrubs from any public street, or the roots of any trees or shrubs which extend from any public street, when said roots or trees thereof are obstructing, or when he shall determine that they are liable to obstruct public or private sewers; provided, however, that he shall give 10 days' notice in writing to the owner or occupant of the abutting property to remove the same. If such owner or occupant fails or refuses to do so, the reasonable cost of such removal when done by the City of Kenmore shall be a lien upon the abutting property from which such trees or shrubs are removed. The prosecuting attorney is authorized, empowered and directed to collect such charge by suit maintained in the name of the City of Kenmore as plaintiff, in any court of competent jurisdiction. Such action shall be commenced within eight months. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.230).]~~

13.05.240 Pumps and pressure lines.

~~In the event that buildings, structures, or premises are situated at an elevation which does not allow for the proper gravity flow of sewage to the public sewer, such sewage may be lifted by artificial means and discharged into the public sewer. Pumps and pressure lines shall remain the private property of the owner or occupant and he shall be responsible for their operation and maintenance. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.240).]~~

13.05.250 Developer extensions of the public sewer.

~~A. Private developers, owners, or occupants of property not serviced by public sewers may be authorized by the city manager to construct extensions to public sewers. Such extensions shall be designed by a licensed professional engineer experienced in the design of public sewers. Contracts for extensions of the public sewer shall provide: that the property to be served shall be annexed to the area of the sewer district; that the developer shall pay all costs and fees related thereto including, but not restricted to, engineering, inspection, construction, permits, fees, legal costs; that upon completion of all work and restoration and the payment of all fees and costs thereto, and upon acceptance of the work by the director of public works, a bill of sale and all easements required shall be furnished the sewerage and drainage district. A performance bond, written by a surety authorized to do business in the State of Washington, shall be provided prior to beginning of the construction work. This performance bond, written for the dollar amount of the construction contract, shall guarantee the work for a period of one year after acceptance by the director of public works.~~

~~B. The director of public works may contract with developers of such extensions to collect a latecomer's fee for the reimbursement of such owners and their assigns, for a period not to exceed 15 years, by any owner of real estate who did not contribute to the original cost of such sewer facilities and who subsequently tap onto or use the same, of a fair pro rata share of the cost of the construction of said sewer facilities, including not only those directly connected thereto, but also users connected to laterals or branches connecting thereto. Said contract will be recorded with the City.~~

~~C. The director of public works may, by agreement with the developer, retain 20 percent of said latecomer fees for administrative costs.~~

~~D. Before construction work may commence on extensions of the public sewer, the plans and specifications of the proposed work shall be reviewed by the Washington State Department of Ecology and the Washington State Department of Social and Health Services and formal approval of said plans and specifications shall be received by the director of public works from both State agencies, in accordance with the provisions of RCW 43.21A.060, 56.020.060 and 90.48.110. Plans and specifications on proposed extensions to the public sewers shall be submitted to the municipality of metropolitan Seattle for its review and approval. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.250).]~~

13.05.260 Rules and regulations.

~~The director of public works or director of public health may make and issue such additional rules and regulations as may be expedient and necessary to carry out the provisions of this chapter. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.260).]~~

13.05.270 Collection of costs.

~~Whenever any sum of money is to be charged as a lien against a particular property upon which work is to be done by the City of Kenmore under the terms and provisions of this chapter, the manner and method of collecting said amounts shall be substantially as follows:~~

~~The owner or agent of the property shall be given a notice in writing by the City of Kenmore. Said owner or agent is required to do the particular work at the expense of the property owner. The notice shall be in substantially the following form:~~

~~To _____ Owner, and _____ Agent, of that certain
property described as:~~

~~_____~~

~~You are hereby notified to perform the following work upon the above described property
within ten (10) days of the date of the service of this notice upon you, viz:~~

~~_____~~

~~And you are further notified that if you do not perform said work within said period of ten
(10) days, then the City of Kenmore will perform the same and charge the amount of said
work against said property, and will proceed to collect the same according to law.~~

~~CITY OF KENMORE~~

~~By _____~~

~~A copy of this notice shall be posted upon the property affected and a further copy shall be mailed to the agent or
owner at his last known address. In case the agent or owner fails to perform said work within 10 days after said
notice has been mailed and posted, then the work shall be done by the City of Kenmore. As soon as practicable after
said work is performed, the owner or agent shall be notified in the same manner as provided above, that the work
has been done by the City of Kenmore and the amount of the charge for doing said work.~~

~~The owner or agent shall be required to pay to the City of Kenmore said amount within 30 days after the date of the
posting and mailing of said notice to him.~~

~~The form of notice just provided for shall be substantially as follows:~~

~~TO _____ Owner, and _____ Agent, of~~

~~_____~~

~~You are hereby notified that pursuant to a former notice given you upon the ____ day, of
____, 20__, that the City of Kenmore has performed the work required to be done pursuant to
the said former notice, and that the cost and expense of doing said work is the sum of _____
dollars. You are further notified that unless you pay said amount to the Comptroller or file
objections against said amount with the director of public works within 30 days of the date of
service of this notice upon you, that the same shall be a lien against the above described real
property and will be collected by the City of Kenmore according to law.~~

~~CITY OF KENMORE~~

~~By _____~~

~~A person may appeal within 30 days charges resulting from the director of public works' actions, as described in KMC 13.05.180 and 13.05.190, by filing written objections on forms provided by the director of public works. The director of public works shall transmit a copy of the completed form and other papers received in connection with the appeal to the City of Kenmore. The City of Kenmore shall within 60 days of the initial filing with the director of public works set a hearing date on the appeal. The City of Kenmore shall adopt such procedures and regulations that may be necessary for conducting a hearing and rendering a decision.~~

~~After said hearing, or after the expiration of the 30-day period provided for filing objection, the amount thereof shall become a lien against the property upon which said work was performed, and the prosecuting attorney is authorized to proceed to collect said amount in any lawful manner. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.270).]~~

13.05.280 Constitutionality.

If any provisions of this chapter shall be construed by any court to be unconstitutional, such invalidity shall not affect the other provisions of this chapter. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.280).]

13.05.290 Enforcement.

~~Where authority is given to each, the director of the Seattle King County department of public health, the District, and the city manager is are~~ authorized to enforce the provisions of this chapter, the ordinances and resolutions codified in it, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of Chapter 1.20 and Chapter 12.55 KMC. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.290).]

Chapter 13.10
DESIGN, INSTALLATION AND REPAIR
OF DISPOSAL SYSTEMS

Sections:

- 13.10.010 Definitions.
- 13.10.020 ~~RepealedChapter not retroactive.~~
- 13.10.030 ~~RepealedDesigner's certificate.~~
- 13.10.040 ~~Installer's certificateRepealed.~~
- 13.10.050 Permits.
- 13.10.060 Mobile home and recreational vehicle park inspection fee.
- 13.10.070 Where private sewage disposal systems required.
- 13.10.080 ~~Location ofPrivate sewage disposal~~ systems.
- 13.10.090 Design of systems.
- 13.10.100 Installation and alteration.
- 13.10.110 Inspection.
- 13.10.120 ~~RepealedApproval or disapproval of system—Notice.~~
- 13.10.130 Maintenance of system.
- 13.10.140 ~~RepealedSewage disposal technical advisory committee.~~
- 13.10.150 Enforcement.
- 13.10.160 Severability.

13.10.010 Definitions.

Certain words and phrases in this chapter, unless otherwise clearly indicated by their context, ~~mean as follows~~are defined in KMC 13.05.010.:

~~A. "Approved" means approved in writing by the director of public health.~~

~~B. "Director of public health" means the director of the Seattle King County department of public health or his authorized representative.~~

~~D. "Sewage" means any liquid or liquid borne waste from the ordinary living processes, or liquid or liquid borne waste which contains animal or vegetable matter in suspension or solution, or liquid or liquid borne waste which may contain chemical in solution, and which may be lawfully discharged into a public sanitary sewer.~~

~~F. "Repair" means the replacement, addition, or alteration of a septic tank, distribution box, tight line, or other appurtenances to an existing individual sewage disposal system, and including any replacement, addition, or alteration to a subsurface disposal field where at least a portion of the original subsurface disposal field is used. In those instances where no portion of the existing drainfield or septic system is to be used, it will be considered the same as a new system and will require a design.~~

~~G. "Sanitary drainage system" means the piping which conveys sewage from plumbing fixtures to a public sewer or private sewage disposal system.~~

~~E. "Sewage disposal system" means sanitary drainage systems, septic tanks, leaching pits, surface and subsurface leaching filter beds, and appurtenances, or other *approved* facilities for the disposal of sewage by means other than through a public sewer.~~

~~G. "Resident owner or intended resident owner" means a person who constructs not more than one residence in any one year for his own occupancy. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.010).]~~

13.10.020 Chapter not retroactive.

~~This chapter shall not apply to any work on a sewage disposal system for which a permit had been issued by the director of public health, and which permit was valid and existing at the time of adoption of the ordinance codified herein, but any such work shall be subject to applicable resolutions existing at the time such permit was issued. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.020).]~~

13.10.030 Designer's certificate.

~~A. It is unlawful to engage in business as a sewage disposal system designer without a currently valid sewage disposal system designer's certificate of competency, as provided for in this chapter, or a currently valid State of Washington sanitary or civil engineer's license.~~

~~B. The fee for a sewage disposal system designer's certificate of competency shall be \$50.00 per year.~~

~~C. The fee for the sewage disposal system designer's examination shall be \$25.00, payable in advance and not refundable. Separate, special examinations shall be given to those licensed designers desiring to design dosing systems and/or prepare subdivision reports. The fees for these additional examinations shall be \$10.00 each, payable in advance and not refundable.~~

~~D. The director of public health may suspend or revoke any sewage disposal system designer's certificate of competency for incompetency, negligence, misrepresentation, or failure to comply with this chapter or the rules and regulations of the director of public health adopted pursuant to this chapter. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.030).]~~

13.10.040 Installer's certificate.

~~A. It is unlawful to engage in business as a sewage disposal system installer without a currently valid sewage disposal system installer's certificate of competency.~~

~~B. The fee for a sewage disposal system installer's certificate of competency shall be \$100.00 per year.~~

~~C. Prior to the issuance of a commercial installer's certificate of competency, the applicant must provide a surety bond approved as to form by the City of Kenmore prosecuting attorney in the sum of \$1,000 running to the City of Kenmore, Washington, executed by a surety company authorized to do business in the State of Washington. The bond shall be conditioned that the holder of the certificate of competency and his agents in performing work governed by the ordinance shall exercise all reasonable care and skill and shall fully comply with all provisions of this chapter pertaining to sewage disposal.~~

~~D. Application for a sewage disposal system installer's certificate of competency shall be made to the director of public health, who may examine the applicant, and may deny the application if in his judgment the applicant is not qualified to install sewage disposal systems.~~

~~E. The director of public health may suspend or revoke any sewage disposal system installer's certificate of competency for incompetency, negligence, misrepresentation, or failure to comply with this chapter or the rules and regulations of the director of public health adopted pursuant to the ordinance codified in this chapter.~~

~~F. Sewage disposal system installer's certificates of competency shall expire December 31st of each year. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.040).]~~

13.10.050 Permits.

~~A. It is unlawful to construct, install, *repair* or alter a *sewage disposal system* without a ~~sewage disposal system~~ permit. Such permit shall be posted on the building or premises where the work permitted is being done, before the work is begun, and unless revoked shall not be removed until such work has been finally *approved* by the *director of public health*.~~

~~B. The fee for a *sewage disposal system* permit shall be ~~\$15.00 for such system serving a single family residence, or \$25.00 for any other such system~~ per the most recent fee schedule approved by King County.~~

~~C. Application for a *sewage disposal system* permit shall be in accordance with the rules and regulations of the public health department, ~~made to the director of public health~~, who may deny the application if in his judgment the~~

~~physical features of property on which it is proposed to locate the sewage disposal system, or the design of the proposed sewage disposal system, are not adequate for safe operation of such system.~~

~~D. Application for a sewage disposal system permit shall be supported by the following:~~

- ~~1. A completely dimensioned plot plan, drawn to scale, showing direction of surface drainage, approximate slope, and other topographical features relevant to the design and installation of an adequate and efficient sewage disposal system.~~
- ~~2. Construction plans and specifications.~~
- ~~3. A log of soil formation and groundwater level as determined by test holes in the proposed disposal field.~~
- ~~4. A statement of absorption characteristics of the soil as determined by percolation tests made in the proposed disposal field.~~
- ~~5. Such other information as the director of public health may require.~~

~~Provided, however, that subsection (D)(1) through (D)(4) of this section are not applicable when application is made for a sewage disposal permit for repairs to an existing system.~~

~~E. Sewage disposal system permits shall expire one year from date of issue. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.050).]~~

13.10.060 Mobile home and recreational vehicle park inspection fee.

An annual fee shall be charged by the ~~Seattle-King County~~public health department for inspection of mobile home parks and recreational vehicle parks, based on the ~~following most current fee schedule approved by King County schedule:~~

Spaces	Fee
Two to 10 mobile homes or recreational vehicle spaces, inclusively	\$50.00 per year
For each additional space over 10	\$2.50 per year

~~[Ord. 98-0023 §§ 1, 2 (KCC 13.08.055).]~~

13.10.070 Where private sewage disposal systems required.

Every plumbing fixture and every *sanitary drainage system* not connected to a *public sewer*, or not required by law to be connected to a *public sewer*, shall be connected to a *private sewage disposal system*. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.060).]

13.10.080 ~~Location of~~Private sewage disposal systems.

~~In the urban growth area, nA.~~ No new on-site sewage systems shall be allowed within the City unless otherwise approved by the city manager and in accordance with King County Code. The city manager may approve installation of new on-site sewage systems in the following cases:

1. Connection to the public sanitary sewer system is determined unfeasible by the city manager
2. Connection to the public sanitary sewer system would pose a greater long-term harm to sensitive areas as opposed to an on-site sewage system.
3. Public sanitary sewer system is located at the distance greater than noted in KMC 13.05.020.
4. At the sole discretion of the city manager, an on-site sewage system would be in the interest of the public's welfare.
5. See King County Code 13.24.136 for additional requirements.

~~New on-site sewage systems may be installed as a permanent system on lots located in rural and resource areas of the City of Kenmore. On-site sewage systems shall be located on the same lot as the buildings they are designed to~~

~~serve, or may be approved by the director of public health on another property if an easement is obtained and recorded. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.070).]~~

13.10.090 Design of systems.

~~Sewage disposal systems shall be designed and approved in accordance with rules and regulations of the public health department.A. Sewage disposal systems shall be designed by a sewage disposal systems designer, certificated as provided in this chapter, or by a sanitary or civil engineer licensed by the State of Washington, except that a resident owner, or intended resident owner, may personally design a system for his own single family residence, provided he designs not more than one system in any one calendar year. The fee for plan review of the design shall be \$10.00.~~

~~B. Design of sewage disposal systems shall be such as to accommodate all sewage from the buildings and premises to be served, and in accordance with this chapter and the rules and regulations of the director of public health adopted pursuant to this chapter. The type of system shall be determined by location, soil porosity, groundwater level and other relevant conditions.~~

~~C. After the plumbing stub out has been installed and prior to the installation of the sewage disposal system, the designer shall inspect the site to determine compatibility with his original design criteria. Before an installation permit will be issued, the health department shall be notified by the designer that the preinstallation inspection is acceptable. In the event the sewage disposal system must be installed prior to construction of the building, waiver of the plumbing stub out requirement may be made. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.080).]~~

13.10.100 Installation and alteration.

~~Installation and alterations of sewage disposal systems shall be in accordance with the rules and regulations of the public health department.A. Sewage disposal systems shall be constructed, installed or repaired only by a sewage disposal system installer, certificated as provided in this chapter, except that a resident owner, or intended resident owner, may personally construct, install or repair a system for his own single family residence, provided he constructs not more than one system in any one calendar year.~~

~~B. Construction, installation or repair of sewage disposal systems shall be such as to accommodate all sewage from the buildings and premises to be served, and in accordance with this chapter and the rules and regulations of the director of public health adopted pursuant to the ordinance codified herein. No down spout or footing drain shall be directly or indirectly connected to a sewage disposal system except when on site systems are no longer used for sewage disposal upon connection to public sewers. Down spouts must be connected directly to the drainfield unless the septic tank is cleaned out prior to connection. Sewage disposal systems shall be so constructed and installed that surface water or groundwater will not interfere with the operation of such system. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.090).]~~

13.10.110 Inspection.

~~Sewage disposal systems shall be inspected in accordance with the rules and regulations of the public health department.A. Any work done on a sewage disposal system, and any material used, may be inspected by the director of public health at any reasonable time, and if he shall find that any work done, or material used, is not in accordance with this chapter or with the rules and regulations of the director of public health adopted pursuant to the ordinance codified herein he may revoke the permit for the work or he may notify the owner or installer to make such changes in the work as he shall specify, and if such changes are not made within a reasonable time, the director of public health shall then revoke the permit and it shall be unlawful to use such sewage disposal system.~~

~~B. When the work of constructing or installing a sewage disposal system has been otherwise completed, it shall be left open and uncovered. The owner shall be notified, and he shall cause an inspection of such work and such system to be made by a designer. When the work of repairing a sewage disposal system has been completed under a waiver of design as provided for in KMC 13.10.050(D), it shall be left open and uncovered. The owner shall be notified, and he shall call for an inspection of such work and such system to be made by the director of public health.~~

~~C. If upon inspection by him following work on a sewage disposal system, a designer finds that such work or system is not in accordance with this chapter, he shall so notify the owner who shall cause such changes in the work as are specified by the designer, and shall then again notify a designer that such work is ready for inspection.~~

~~D. When upon inspection by him following work on a sewage disposal system, a designer finds that such work and system are in accordance with this chapter, he shall so certify to the director of public health, and shall submit to the director of public health with such certification, a detailed "as built" drawing of such system. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.100).]~~

13.10.120 Approval or disapproval of system – Notice.

~~A. Within a reasonable time after receipt of certification by a designer that work done on a private sewage disposal system and such system are in accordance with this chapter, the director of public health shall approve or disapprove thereof.~~

~~B. If the director of public health disapproves such work or system, he shall so notify the owner, stating his reasons for such disapproval, and it is then unlawful to use such system.~~

~~C. If the director of public health finally approves such work and such system, he shall so notify the owner, and then such work shall be covered, and such system may be used. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.110).]~~

13.10.130 Maintenance of system.

All on-site sewage systems shall be maintained in accordance with this chapter and the rules and regulations of the ~~director of public health~~ department adopted pursuant to the ordinance codified herein. No on-site sewage system shall be used which directly or indirectly discharges upon the surface of the ground or into any waters within the City. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.120).]

13.10.140 Sewage disposal technical advisory committee.

~~A. There is established a sewage disposal technical advisory committee, the members of which shall be the director of public health, ex officio, and 12 appointive members, one representative of each of the following:~~

- ~~1. Sanitary or civil engineer licensed by the State of Washington;~~
- ~~2. Sewage disposal system designer holding currently valid certificate of competency in the City of Kenmore;~~
- ~~3. Sewage disposal system installer holding currently valid certificate of competency in the City of Kenmore;~~
- ~~4. Civil or sanitary engineer, department of housing and urban development;~~
- ~~5. Washington State Department of Social and Health Services, Division of Health, Water and Waste Section;~~
- ~~6. U.S. Department of Agriculture, Soil Conservation Service;~~
- ~~7. Washington State Department of Ecology;~~
- ~~8. Seattle King County board of realtors;~~
- ~~9. King County policy development commission;~~
- ~~10. Land surveyor with a designer's certificate of competency and a subdivision report permit;~~
- ~~11. Consumer.~~

~~B. Members of the sewage disposal technical advisory committee, other than ex officio, shall be appointed by the city manager, subject to confirmation by the city council. Appointments shall be for a term of three years ending December 31st of the third year of such term, subject to reappointment; provided, that any vacancy shall be filled for the unexpired term in the same manner as original appointments; and provided, further, that the term of office for the~~

~~first members shall be staggered so that four serve for a term ending December 31, 1973, and four serve for a term ending December 31, 1974. Members shall serve without compensation.~~

~~C. The sewage disposal technical advisory committee shall organize and elect a chairman and secretary who shall serve at the pleasure of the members. Such committee may adopt rules of procedure for its own government and shall meet at the call of the chairman subject to three days' written notice to each member of the time and place of such meeting.~~

~~D. The sewage disposal technical advisory committee may examine sewage disposal ordinances, rules and regulations adopted by the director of public health pursuant thereto, make recommendations thereon and may review and recommend new methods and techniques of sewage disposal, but shall act in an advisory capacity only. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.130).]~~

13.10.150 Enforcement.

The director of ~~public health~~the Seattle-King County department of public health is authorized to enforce the provisions of this chapter, ~~the ordinances and resolutions codified in it,~~ and any rules and regulations promulgated thereunder pursuant to King County Code Title 23 or the city manager may enforce the provisions of this chapter the enforcement and penalty pursuant to the provisions of Chapter 1.20 KMC. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.140).]

13.10.160 Severability.

Should any part of this chapter be declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of the remainder. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.150).]

Chapter 13.15

SEWERAGE CLEANING AND REMOVAL

Sections:

13.15.005 Definitions

13.15.010 Certificate required for cleaning disposal units.

13.15.020 Application for registration and inspection certificate.

13.15.030 ~~Repealed~~~~Examination of applicant – Inspection of disposal site – Registration and inspection fee –~~
~~Painting registration number on vehicles.~~

13.15.040 ~~Repealed~~~~Approval required for alternate disposal sites.~~

13.15.050 Maintenance of disposal sites.

13.15.060 Enforcement.

13.15.070 Severability.

13.15.005 Definitions.

Certain words and phrases in this chapter, unless otherwise clearly indicated by their context, are defined in KMC 13.05.010.

13.15.010 Certificate required for cleaning disposal units.

It is unlawful for any ~~person, firm or corporation~~ to carry on or engage in the business of cleaning of septic tanks, cesspools, grease traps or seepage pits or to transport over the highways or to dispose of the cleanings therefrom in the City of Kenmore unless ~~he or it holds~~ an unrevoked registration and inspection certificate has been issued by the ~~public health department~~~~King County health officer~~ to the person for carrying on such business. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.010).]

13.15.020 Application for registration and inspection certificate.

All applicants for registration for sewage system inspection, cleaning, and removal, under this chapter shall be filed with the public health department. Applications, review, and approval shall be in accordance with the rules and regulations of the public health department. Fees shall be per the approved fee schedule established by King County~~King County health officer~~. The application shall state the name in full, if a partnership, then the names of the partners, the relation of the applicant to the firm or partnership, the name of the corporation, if a corporation, the place of business and place of residence of the applicant, and of each of the partners in the business if a partnership and the place of business of the corporation. The application shall also state the number of vehicles to be used and the type, and the legal description of the site that the applicant is planning to use to dispose of the contents of septic tanks, cesspools, grease traps and seepage pits, and the name and address of the person, firm or corporation who is responsible for the operation of the disposal site. A written statement acknowledging responsibility and signed by the person, firm or corporation responsible for the disposal site must accompany the application. The application shall be signed by the authorized officer of the corporation, if a corporation, or by the managing partner, if a partnership, or by the individual owner, if owned by an individual. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.020).]

13.15.030 Examination of applicant – Inspection of disposal site – Registration and inspection fee – Painting registration number on vehicles.

~~A. Registration shall be issued only after a satisfactory examination by the King County health officer or his authorized representative of the equipment to be used, the applicant's knowledge of sanitary principles affecting public health and nuisances, the reliability of the applicant in observing sanitary laws, ordinances and directions, and in selecting laborers who collect and transport and dispose of the contents of septic tanks, cesspools, grease traps or seepage pits without endangering human health or comfort. An inspection shall also be made of the applicant's disposal site to determine its suitability for the disposal of contents of septic tanks, cesspools, grease traps or seepage pits.~~

~~B. The health officer shall be required to act upon each applicant within 30 days.~~

~~C. Registration and inspection fee shall be \$25.00 per year, said fee to be paid to the health department and to be used to defray expenses in issuing registration certificates, conducting inspections and otherwise administering this chapter.~~

~~D. After registration has been approved by the King County health officer, the applicant will be issued a registration number. Said numbers, preceded by the letters K.C. No., shall be painted on each applicant's collecting vehicles in a contrasting color to that of the vehicle and in letters at least three inches high and placed in a conspicuous place designated by the health officer.~~

~~E. Applicants may be registered under such terms, conditions, orders and direction as the health officer may deem necessary for the protection of human health and comfort. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.030).]~~

13.15.040 Approval required for alternate disposal sites.

~~Should a holder of a certificate of registration and inspection desire to dispose of the contents of the septic tanks, cesspools, grease traps or seepage pits at a disposal site other than the site listed in his application for registration, he shall first obtain written approval of said site from the King County health officer. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.040).]~~

13.15.050 Maintenance of disposal sites.

Any ~~person, firm or corporation~~ responsible for the operation of a refuse site on which the contents of septic tanks, cesspools, grease traps or seepage pits are disposed of shall maintain said disposal site in a safe and sanitary condition according to the instructions of the public health department. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.050).]

13.15.060 Enforcement.

The director of ~~the Seattle-King County department of public health~~ is authorized to enforce the provisions of this chapter, ~~the ordinances and resolutions codified in it,~~ and any rules and regulations promulgated thereunder pursuant to King County Code Title 23, the enforcement and penalty provisions of Chapter 1.20 KMC. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.060).]

13.15.070 Severability.

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.070).]

Chapter 13.20

FEDERAL FUNDING OF SEWERAGE DISPOSAL SYSTEMS

Sections:

~~13.20.010 — Health officer to approve disposal systems in federal government buildings.~~

~~13.20.020 — Bond or escrow fund required.~~

~~13.20.030 — Charge against bond or escrow fund authorized.~~

~~13.20.010 — Health officer to approve disposal systems in federal government buildings.~~

~~No individual person, firm or corporation shall cause to be constructed, built or installed any sewerage disposal system financed or insured directly or indirectly by the federal government for any house, houses or buildings, unless said sewerage system is approved by the health officer or his agent. [Ord. 98-0023 §§ 1, 2 (KCC 13.16.010).]~~

~~13.20.020 — Bond or escrow fund required.~~

~~The King County health officer or his agent may require either a bond executed by a reputable bonding company doing business within the State of Washington, or a cash deposit to be held in escrow for a period of one year after occupancy of the premises, or until approval by the Seattle King County health department, whichever is the longer period of time, that the bond or cash so deposited in trust or escrow be used as a guarantee that the sewerage disposal system will work effectively and comply with all sanitary regulations. [Ord. 98-0023 §§ 1, 2 (KCC 13.16.020).]~~

~~13.20.030 — Charge against bond or escrow fund authorized.~~

~~In the event that repairs or changes are necessary in the sewerage disposal system during the aforementioned period, the bond or escrow funds shall be subject to any charge or expense that may be incurred in the repairing or change of the sewerage system. [Ord. 98-0023 §§ 1, 2 (KCC 13.16.030).]~~

Chapter 13.25

WATER AND SEWER SYSTEM CONDITION REPORTS

Sections:

~~13.25.010 — Application for information.~~

~~13.25.020 — Fee for report.~~

~~13.25.030 — Submittal of water samples for analysis — Fee.~~

~~13.25.010 — Application for information.~~

~~Any person, agency or company desiring a report on the condition of a water supply or sewage disposal system shall make application for such information to the department of public health on a form provided by that department.~~

~~[Ord. 98-0023 §§ 1, 2 (KCC 13.20.010).]~~

~~13.25.020 — Fee for report.~~

~~Application for a report on such water supply or individual sewage disposal system shall be accompanied by a fee as imposed by the city council by resolution. [Ord. 02-0139 § 1; Ord. 98-0023 §§ 1, 2 (KCC 13.20.020).]~~

~~13.25.030 — Submittal of water samples for analysis — Fee.~~

~~Any person, agency or company may submit water samples to the department of public health for analysis. The fee for each water sample is imposed by the city council by resolution. [Ord. 02-0139 § 1; Ord. 98-0023 §§ 1, 2 (KCC 13.20.030).]~~

Title 13

UTILITIES AND PUBLIC WORKS

Chapters:

Division I. Water and Sewer Systems

- 13.05 Side Sewer Work and Connections**
- 13.10 Design, Installation and Repair of Disposal Systems**
- 13.15 Sewerage Cleaning and Removal**
- 13.20 *Repealed***
- 13.25 *Repealed***

Division II. Surface and Stormwater Utility

- 13.30 General Provisions**
- 13.32 Technical Terms and Definitions**
- 13.35 Surface Water Runoff Policy**
- 13.40 Surface Water Management Program**
- 13.45 Water Quality**

Division III. Utility Lines

- 13.50 Utility Extensions**

Chapter 13.05

SIDE SEWER WORK AND CONNECTIONS

Sections:

- 13.05.010 Definitions.
- 13.05.020 Connection with public sewer required.
- 13.05.030 Public health may connect and assess cost.
- 13.05.040 Opening public sewer.
- 13.05.050 Side sewers
- 13.05.060 Restoration of public streets.
- 13.05.070 Traffic control at sewer excavations.
- 13.05.080 *Repealed*
- 13.05.090 *Repealed*
- 13.05.100 *Repealed*
- 13.05.110 *Repealed*
- 13.05.120 *Repealed*
- 13.05.130 *Repealed*
- 13.05.140 *Repealed*
- 13.05.150 *Repealed*
- 13.05.160 *Repealed*
- 13.05.170 *Repealed*
- 13.05.180 *Repealed*
- 13.05.190 *Repealed*
- 13.05.200 *Repealed*
- 13.05.210 *Repealed*
- 13.05.220 *Repealed*
- 13.05.230 *Repealed*
- 13.05.240 *Repealed*
- 13.05.250 *Repealed*
- 13.05.260 *Repealed*
- 13.05.270 *Repealed*
- 13.05.280 Constitutionality.
- 13.05.290 Enforcement.

13.05.010 Definitions.

A. Certain words and phrases in this chapter, unless otherwise clearly indicated by their context, mean as follows:

1. “Approved” means approved in writing by the *director of public health*.
- 2 “City” means the City of Kenmore
3. “City manager” means the City of Kenmore city manager or their designee(s).
4. “Director of public health” means the director of the King County department of public health or their authorized assistants or inspectors.
5. “District” means the Northshore Utility District.
6. "District code" means the rules and regulations established by the Northshore Utility District.
7. “Person” means any individual, firm, association, partnership, copartnership, corporation, governmental agency or political subdivision, whether acting by themselves or as a servant, agent or employee.
8. “Public health department” means the Seattle-King County Department of Public Health or their successors.

9. "Public sewer" means any sewer or appurtenant facility other than a side sewer, either owned or operated by the Northshore Utility District or within the jurisdiction of the City of Kenmore.

10. "Repair" means the replacement, addition, or alteration of a sewer line (side or main); septic tank; distribution box; tight line or other appurtenances to an existing individual sewage disposal system; and including any replacement, addition, or alteration to a subsurface disposal field where at least a portion of the original subsurface disposal field is used. In those instances where no portion of the existing drainfield or septic system is to be used, it will be considered the same as a new system and will require a design.

11. "Sanitary drainage system" means the piping which conveys sewage from plumbing fixtures to a public sewer or private sewage disposal system.

12. "Sewage" means water-carried waste discharged from the sanitary facilities of buildings occupied or used by people, or liquid or liquid-borne waste which contains animal or vegetable matter in suspension or solution, or liquid or liquid-borne waste which may contain chemicals in solution, and which may be lawfully discharged into a public sanitary sewer.

13. "Sewage disposal system" means sanitary drainage systems, septic tanks, leaching pits, surface and subsurface leaching filter beds, and appurtenances, or other *approved* facilities for the disposal of sewage by means other than through a public sewer.

14. "Side sewer" means any sewer line used or installed by any *person* to conduct waste from any property to a public sanitary sewer.

B. Definition of Additional Terms. Words, terms or expressions peculiar to the art or science of sewerage not herein defined shall have the respective meanings given in the most recent edition of the *District code*. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.010).]

13.05.020 Connection with public sewer required.

A. The owner or occupant of lands or premises shall connect the *sewage* waste pipes located thereon with the nearest accessible *public sewer* whenever there is a *public sewer* within 200 feet from any point abutting the right of way or a utility easement. The *District* shall prescribe the manner in which such connection shall be made. When in the opinion of the *city manager* or the *director of public health* a sewer connection is unreasonable or impossible, another method of *sewage* disposal may be specified.

B. The *director of public health* is authorized and empowered, and it shall be their duty to prohibit the use of any privy, well, septic tank or vault upon any premises whenever the use and maintenance thereof is detrimental or dangerous to public health and safety, to order any such privy, well, septic tank or vault to be disinfected and filled with fresh earth, and to order the plumbing installed in any structure or building located thereon to be connected with a *public sewer* system. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.020).]

13.05.030 Public health may connect and assess cost.

Whenever the public health or public safety requires that any building or premises be connected with the *public sewer* in the manner provided in KMC 13.05.020, the *director of public health*, the *city manager*, or the *District* shall serve upon the owner, agent or occupant of said premises a notice in writing, specifying the time within which such connection must be made, which shall not be more than 60 days from the date of service of such notice. If such owner, agent or occupant fails, neglects or refuses to connect said building or premises with the *public sewer* within the time specified in such notice, the *District* may make such connection, and the cost of the connection shall be assessed against the property so connected. If payment is not received in the time frame stated in the notice, the *District* may collect as provided in the *district code*. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.030).]

13.05.040 Opening public sewer

It is unlawful for any person to make any opening in any *public sewer* or to connect any private sewer or *side sewer* therewith, or to lay, repair, alter or connect any private sewer or *side sewer* in a public street, avenue, alley or other public place without securing an approved permit by the *District* and an approved permit issued by the City as required per KMC Title 12.. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.040).]

13.05.050 Side sewers

Side sewers shall be installed, maintained, repaired, and removed in accordance with the District rules and regulations including obtaining permits from the District and permits issued by the City as required per KMC Title 12.

13.05.060 Restoration of public streets.

Where, in order to make a connection to a *public sewer*, it is necessary to excavate in any public street, avenue, alley or other public place, such excavation shall be restored promptly and expeditiously following inspection and approval of the new line. The requirements for such excavation and restoration shall be in accordance with KMC Title 12.

13.05.070 Traffic control at sewer excavations.

All work performed on public roads shall be done in accordance with KMC Title 12 and the *City's* road standards.

13.05.080 Opening public sewer – Permit required.

13.05.090 Side sewer permit – How obtained.

13.05.100 Fees for permits.

13.05.110 Charges for service.

13.05.120 Collection of charges.

13.05.130 Lien for delinquent charges.

13.05.140 Sewer connection charges **13.05.150 Inspection of side sewers.**

13.05.160 Work without permit to be stopped.

13.05.170 Permit fee when sewer district has agreement with City.

13.05.180 Side sewers – Requirements, materials and workmanship.

13.05.190 Use of the public sewers.

13.05.200 Protection from damage.

13.05.210 Powers and authority of inspectors.

13.05.220 Repair of broken or obstructed side sewers.

13.05.230 Planting of certain trees and shrubbery prohibited – Removal of obstructions in sewers.

13.05.240 Pumps and pressure lines.

13.05.250 Developer extensions of the public sewer.

13.05.260 Rules and regulations.

13.05.270 Collection of costs.

13.05.280 Constitutionality.

If any provisions of this chapter shall be construed by any court to be unconstitutional, such invalidity shall not affect the other provisions of this chapter. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.280).]

13.05.290 Enforcement.

Where authority is given to each, the *director of public health*, the *District*, and the *city manager* are authorized to enforce the provisions of this chapter, the ordinances and resolutions codified in it, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of Chapter 1.20 and Chapter 12.55 KMC. [Ord. 98-0023 §§ 1, 2 (KCC 13.04.290).]

Chapter 13.10
DESIGN, INSTALLATION AND REPAIR
OF DISPOSAL SYSTEMS

Sections:

- 13.10.010 Definitions.
- 13.10.020 *Repealed*
- 13.10.030 *Repealed*
- 13.10.040 *Repealed*
- 13.10.050 Permits.
- 13.10.060 Mobile home and recreational vehicle park inspection fee.
- 13.10.070 Where private sewage disposal systems required.
- 13.10.080 Private sewage disposal systems.
- 13.10.090 Design of systems.
- 13.10.100 Installation and alteration.
- 13.10.110 Inspection.
- 13.10.120 *Repealed*
- 13.10.130 Maintenance of system.
- 13.10.140 *Repealed*
- 13.10.150 Enforcement.
- 13.10.160 Severability.

13.10.010 Definitions.

Certain words and phrases in this chapter, unless otherwise clearly indicated by their context, are defined in KMC 13.05.010.

- 13.10.020 Chapter not retroactive.

13.10.030 Designer's certificate.

13.10.040 Installer's certificate.
- 13.10.050 Permits.**

A. It is unlawful to construct, install, *repair* or alter a *sewage disposal system* without a permit. Such permit shall be posted on the building or premises where the work permitted is being done, before the work is begun, and unless revoked shall not be removed until such work has been finally *approved* by the *director of public health*.

B. The fee for a *sewage disposal system* permit shall be per the most recent fee schedule approved by King County.

C. Application for a *sewage disposal system* permit shall be in accordance with the rules and regulations of the *public health department*.

13.10.060 Mobile home and recreational vehicle park inspection fee.

An annual fee shall be charged by the *public health department* for inspection of mobile home parks and recreational vehicle parks, based on the most current fee schedule *approved* by King County.

13.10.070 Where private sewage disposal systems required.

Every plumbing fixture and every *sanitary drainage system* not connected to a *public sewer*, or not required by law to be connected to a *public sewer*, shall be connected to a *private sewage disposal system*. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.060).]

13.10.080 Private sewage disposal systems.

A. No new on-site sewage systems shall be allowed within the *City* unless otherwise *approved* by the *city manager* and in accordance with King County Code. The *city manager* may approve installation of new on-site sewage systems in the following cases:

1. Connection to the public sanitary sewer system is determined unfeasible by the *city manager*

2. Connection to the public sanitary sewer system would pose a greater long-term harm to sensitive areas as opposed to an on-site sewage system.
3. Public sanitary sewer system is located at the distance greater than noted in KMC 13.05.020.
4. At the sole discretion of the *city manager*, an on-site sewage system would be in the interest of the public's welfare.
5. See King County Code 13.24.136 for additional requirements.

[Ord. 98-0023 §§ 1, 2 (KCC 13.08.070).]

13.10.090 Design of systems.

Sewage disposal systems shall be designed and *approved* in accordance with rules and regulations of the *public health department*.

13.10.100 Installation and alteration.

Installation and alterations of *sewage disposal systems* shall be in accordance with the rules and regulations of the *public health department*.

13.10.110 Inspection.

Sewage disposal systems shall be inspected in accordance with the rules and regulations of the *public health department*.

13.10.120 Approval or disapproval of system – Notice 13.10.130 Maintenance of system.

All on-site sewage systems shall be maintained in accordance with this chapter and the rules and regulations of the *public health department*. No on-site sewage system shall be used which directly or indirectly discharges upon the surface of the ground or into any waters within the *City*. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.120).]

13.10.140 Sewage disposal technical advisory committee.

13.10.150 Enforcement.

The *director of public health* is authorized to enforce the provisions of this chapter and any rules and regulations promulgated thereunder pursuant to King County Code Title 23 or the *city manager* may enforce the provisions of this chapter pursuant to the provisions of Chapter 1.20 KMC. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.140).]

13.10.160 Severability.

Should any part of this chapter be declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of the remainder. [Ord. 98-0023 §§ 1, 2 (KCC 13.08.150).]

Chapter 13.15

SEWERAGE CLEANING AND REMOVAL

Sections:

- 13.15.005 Definitions
- 13.15.010 Certificate required for cleaning disposal units.
- 13.15.020 Application for registration and inspection certificate.
- 13.15.030 *Repealed*
- 13.15.040 *Repealed*
- 13.15.050 Maintenance of disposal sites.
- 13.15.060 Enforcement.
- 13.15.070 Severability.

13.15.005 Definitions.

Certain words and phrases in this chapter, unless otherwise clearly indicated by their context, are defined in KMC 13.05.010.

13.15.010 Certificate required for cleaning disposal units.

It is unlawful for any *person* to carry on or engage in the business of cleaning of septic tanks, cesspools, grease traps or seepage pits or to transport over the highways or to dispose of the cleanings therefrom in the City of Kenmore unless an unrevoked registration and inspection certificate has been issued by the *public health department* to the *person* for carrying on such business. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.010).]

13.15.020 Application for registration and inspection certificate.

All applicants for registration for sewage system inspection, cleaning, and removal, under this chapter shall be filed with the *public health department*. Applications, review, and approval shall be in accordance with the rules and regulations of the *public health department*. Fees shall be per the *approved* fee schedule established by King County.

13.15.030 Examination of applicant – Inspection of disposal site – Registration and inspection fee – Painting registration number on vehicles

Repealed

13.15.040 Approval required for alternate disposal sites.

13.15.050 Maintenance of disposal sites.

Any *person* responsible for the operation of a refuse site on which the contents of septic tanks, cesspools, grease traps or seepage pits are disposed of shall maintain said disposal site in a safe and sanitary condition according to the instructions of the *public health department*. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.050).]

13.15.060 Enforcement.

The *director of public health* is authorized to enforce the provisions of this chapter and any rules and regulations promulgated thereunder pursuant to King County Code Title 23. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.060).]

13.15.070 Severability.

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. [Ord. 98-0023 §§ 1, 2 (KCC 13.12.070).]

Chapter 13.20

FEDERAL FUNDING OF SEWERAGE DISPOSAL SYSTEMS

Repealed

Chapter 13.25

WATER AND SEWER SYSTEM CONDITION REPORTS

Repealed

City of Kenmore**Title 13 Revision****Summary of Changes Made****Chapter 13.05 - Side Sewer Work and Connections**

This chapter establishes requirements for side sewer connections from private properties.

Chapter/Section	Purpose	Changes Made
13.05.010 - Definitions	Established definitions for terms within this Division	- Terms only used in repealed sections were - All definitions in Division 1 were consolidated under this section - New definitions added for clarity - Made reference to the district code for any other definitions
13.05.020 - Connection with public sewer	establishes requirements to connect to public sewer	- Replaced the department of health with Northshore Utility District (District) - Replaced director of PW with district or city manager where appropriate - established clear requirements for when a private property owner must connect to a public sewer
13.05.030 - Public health may connect and assess cost		- adds city manager and District as approving authority and enforcement - Changed Kenmore to District for making connections - provides District authority to collect costs for making connections
13.05.040 - Opening public sewer		- clarifies requirement that property owners must secure permits from District and Kenmore
13.05.050 - Side sewers		- Revised section name - simplified to establish requirements per the District and City code
13.05.060 - Restoration of public streets		Referred requirements to Title 12 of KMC
13.05.070 - Traffic control at sewer excavations		Referred requirements to Title 12 of KMC and the road standards
13.05.080 thru 13.05.270	Establishes rules for installing side sewers and connections to the sewer main line.	Sections repealed as these sections address issues that are under the jurisdiction of Northshore Utility District.
13.05.290 Enforcement	Establishes enforcement protocols for noncompliance with this chapter	- Expands enforcement to the City and the District - Includes Chapter 12.55 as a means for enforcement

City of Kenmore**Title 13 Revision****Summary of Changes Made**

Chapter 13.10 - Design,
Installation, and Repair of
Disposal Systems

This chapter establishes requirements for on-site disposal systems.

Chapter/Section	Purpose	Changes Made
13.10.010 Definitions	Established definitions for terms within this Division	Moved definitions to 13.05.010
13.10.020 Chapter not retroactive	Establishes applicability of this chapter	Sections are repealed. Proposing to simplify this chapter and make references to king county health department and King County code. References made later in this chapter address these issues
13.10.030 Designer's certificate	Establishes certification requirements	
13.10.040 Installer's certificate		
13.10.050 Permits	Establishes permitting requirements	Simplified by referring to King County and the public health department.
13.10.060 Mobile Home...Inspection fee	Establishes inspection fees for mobile home and rec. vehicle park	Simplified and referred to most current approved fees by King County
13.10.080 Private sewage disposal systems	Establishes when a private property may use a private sewage system	- Chapter title changed - Added exemptions to the restriction for allowing private sewage systems per King County Code.
13.10.090 Design of system	Establishes requirements for having a private sewage system	Simplified by referring to the public health department
13.10.100 Installation and alteration		
13.10.110 Inspection		
13.10.120 Approval or disapproval of system -Notice	Noticing requirements for approving/disapproving of private sewage system	Repealed. This is addressed under the public health department as referred to in other sections
13.10.140 Sewage disposal technical advisory committee	Establishes an advisory committee	Repealed. This is a department of health led committee. Other sections are referring to public health and the King Co. code with regards to private sewage systems.
13.10.150 Enforcement	Establishes enforcement protocols for noncompliance	- Expands enforcement to the City - Added the appropriate King County Code

City of Kenmore**Title 13 Revision****Summary of Changes Made**

Chapter 13.15 - Sewerage

Cleaning and Removal

This chapter establishes cleaning and removal requirements for on-site disposal systems.

Chapter/Section	Purpose	Changes Made
13.15.005 Definitions	Established definitions for terms within this Division	New section added
13.15.010 Certificate required for cleaning...	General requirement established for disposal/cleaning	General clean up to match definitions
13.15.020 Application for registration and inspection certification	Requirements for getting certified	Simplified by referring to the public health department
13.15.030 Examination of application	Establishes requirements for applicants	Repealed. This is covered under 13.15.020 and cites the public health department
13.15.040 Approval required for alternative disposal sites		
13.15.050 Maintenance of disposal sites	Establishes maintenance requirement	General clean up to match definitions
13.15.060 Enforcement	Establishes enforcement protocols for noncompliance with this chapter	- Matching definitions - A public health managed issue so changing the enforcement requirement from KMC to King County Code

Chapter/Section	Purpose	Changes Made
13.20 Federal funding of sewerage disposal systems	Restricts federally funded disposal systems and establishes a bonding requirement	Repealed. Sewage disposal systems are referenced in 13.10 and 13.15 and generally referred to public health requirements. This chapter would be covered under those general requirements
13.25 Water and sewer system condition reports	Requires agency to provide reporting on the system	- Repealed. - Sewage disposal systems are addressed by the public health department as referred to in other sections - Water supply is the responsibility of the District

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 23-0585**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON
AMENDING DIVISION 1 OF TITLE 13 OF THE MUNICIPAL
CODE RELATING TO PROVISIONS FOR WATER AND
SANITARY SEWER REQUIREMENTS .**

WHEREAS, the Kenmore Municipal Code includes provisions for water and sanitary sewer requirements; and

WHEREAS, the City does not regulate water or sanitary sewer systems within the City; and

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

WHEREAS, on February 12, 2024, the City Council was presented and considered changes to Title 13; and

WHEREAS, the City Council desires to amend Division 1, Chapters 13.05-13.25, of Title 13;

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

Section 1. Amendment. The City Council amends Division 1 of Title 13 of the Kenmore Municipal Code as set forth in Exhibit 1, attached hereto and incorporated by reference.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, phrase or word thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or words be declared unconstitutional.

Section 3. 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 MEETING THEREOF ON THE ____TH DAY OF _____, 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Ordinance No.:

Date of Publication:

Effective Date:

CITY OF KENMORE

Engineering

KMC Title 13 Amendments

February 12, 2024



What Are We Amending?

- Division 1 – Utilities and Public Works
 - Chapters 13.05 – 13.25
- No changes proposed to
 - Division 2 (Surface and Stormwater Utility) and
 - Division 3 (Utility Lines)



Why Are We Amending?

- Last update - 2002
- Many sections are NUD jurisdiction
- Simplifying/removing redundancies
- Standardizing to align with other parts of KMC



Changes Proposed

Chapter 13.05 (Side Sewer Work and Connections)

- Consolidating definitions to this section
- Section 13.05.020 – 13.05.070
 - Replacing authorities with NUD and City where appropriate
 - Clarifying when to connect to public sewer
 - Referring to NUD code or other parts of KMC
- Section 13.05.080 – 13.05.270 – Repealed, NUD jurisdiction
- Section 13.05.290
 - Expanding enforcement authority to City and NUD
 - Including KMC 12.55 as means of enforcement



Changes Proposed

Chapter 13.10 (Design, installation, and repair of disposal systems)

- Moved definitions to 13.05.010
- Section 13.10.020 – 13.10.040, 13.10.120, & 13.10.140
 - Repealed, King Co. Dept of Public Health (DOPH) is authority, covered elsewhere by reference
- Section 13.10.050, 13.10.060, & 13.10.090 – 13.10.110
 - Simplified by referencing KC Code and/or DOPH
- Section 13.10.080
 - Changed title to “Private sewage disposal system”
 - Added exemptions per KC Code
- Section 13.10.150
 - Expanding enforcement authority to City
 - Adding appropriate KC Code



Changes Proposed

Chapter 13.15 (Sewerage cleaning and removal)

- Added definitions section
- Section 13.15.010 & 13.15.050
 - General cleanup to match definitions
- Section 13.15.020
 - Simplified by referring to DOPH
- Section 13.15.030 & 13.15.040
 - Repealed, DOPH is authority, covered elsewhere by reference
- Section 13.15.060
 - General cleanup to match definitions
 - Transferring enforcement to DOPH



Changes Proposed

Chapter 13.20 (Federal funding of sewerage disposal systems)

- Repealed – disposal systems referenced in 13.10 and 13.15

Chapter 13.25 (Water and sewer system condition reports)

- Repealed
 - Sewage disposal systems referenced in 13.10 and 13.15
 - Water supply is NUD jurisdiction



For comments and questions:

John Vicente
Engineering Director, PW Engineering
jvicente@kenmorewa.gov
425 398 8900

