

City of Kenmore



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

City Council Regular Meetings Agenda

April 19, 2021, 7 PM via Zoom

LINK: <https://us02web.zoom.us/j/86817256092>

Or iPhone one-tap :

US: +12532158782,,86817256092# or +13462487799,,86817256092#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 868 1725 6092

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PROCLAMATIONS

A.

[Earth Day - April 22 , Proclamation to be received by Aditi Jain and Sofia Leotta](#)
[Arbor Day - April 30, Proclamation to be received by Aditi Jain and Sofia Leotta](#)

VI. PUBLIC COMMENTS

- A. We want to welcome our community members to the Council's meeting. In this forum, the Council cannot engage or dialogue with the public; the primary role of the Council is to listen. All comments must be addressed to the Mayor and City Council. Please use the "raise hand" feature if you wish to speak. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name, city of residence for the record and keep your comments to the allotted time. Your time cannot be granted to another and your clock time will not be reset unless there are extenuating circumstances *and* the Presiding Officer has expressly allowed it. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. This meeting is being recorded. Thank you for taking the time to express your comments.

VII. CONSENT AGENDA

- A. Approve Minutes:
[City Council March 15, 2021 Regular Meeting Minutes](#)
[City Council March 22, 2021 Regular Meeting Minutes - Revised 4/16](#)

[City Council March 25, 2021 Special Meeting Minutes](#)[City Council April 5, 2021 For the Love of Kenmore Participation](#)

- B. Approve Total Check #s 46898 through 46988 totaling \$2,616,475.28 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dates 03/12/2021 totaling \$161,370.44.
[Voucher Approval Report dated 3/19/21](#)
- C. Adopt the Integrated Aquatic Vegetation Management Plan 2020 Update
[Agenda Bill - IAVMP Update](#)
[IAVMP 2020 Update](#)
- D. Authorize the City Manager to execute Contract 21-C2678 with PRR, Inc. in an amount not to exceed \$87,120 (contract authorization amount includes a 10% contingency), for the purpose of assisting with the Public Participation Plan and Community Survey component of the mandated Comprehensive Plan Update.
[Agenda Bill - PRR Contract](#)
- E. Authorize the City Manager to Execute an Interlocal Agreement with King County District Court for Provision of Municipal Court Services
[Agenda Bill - Interlocal Agreement for Municipal Court Services](#)
- F. Approve Public Works Maintenance and Operations Facility Site Selection Criteria
[Agenda Bill - Public Works Maintenance and Operations Facility Site Selection & Process](#)
[2021 - Property Selection Criteria - Final](#)
[Strategic Civic Investment Area](#)
- G. Confirm Adopted Proclamations Policy
[Agenda Bill - Proclamations](#)
[Proclamations Policy](#)
[Proclamations Calendar](#)
- H. Authorize the City Manager to Execute Addendum No. 2 to Contract 14-C1329 with WhatsUP Stand Up Paddle and Surf
[Agenda Bill - WhatSUP Addendum](#)
[Attachement #1- Contract 14-C1329 - WhatsSUP Log Boom Park](#)
[Attachment # 2 - Addendum No. 1 to Contract 14-C1329](#)
[Attachment #3 - Amendment No. 2 to Contract 14-C1329](#)
[Attachment A to Amendment No. 2 \(Exhibit A\)](#)

VIII. BUSINESS AGENDA

- A. Climate Action Plan, presented by Environmental Services Manager Richard Sawyer, Administrative Specialist Sammie Roeun, and guests Angela Pietschmann and Alejandro Paredes of Cascadia Consulting Group, for *Discussion and Action*
[Agenda Bill - Climate Action Plan Update](#)
[Draft Community Engagement Plan](#)

IX. STUDY SESSION AGENDA

- A. Tree Preservation Workshop, presented by Senior Planner Samantha Loyuk, and Development Services Director Bryan Hampson, *for Discussion and Direction*
[Agenda Bill - Tree Regulations Informational Presentation](#)
[Attachment 1-PowerPoint Presentation](#)
- B. Park Naming Policy, Presented by Community Development Director Debbie Bent, *for Discussion and Direction*
[Agenda Bill - Park Naming Policy](#)
[Park Naming Policy Memorandum](#)
[Attachment 1 - Bainbridge Island park naming policy](#)
[Attachment 2 - Bothell park naming policy](#)
[Attachment 3 - Edmonds park naming policy](#)
[Attachment 4 - Gig Harbor park naming policy](#)
[Attachment 5 - Kirkland park naming policy](#)
[Attachment 6 - Shoreline park naming policy](#)
[Attachment 7 - Woodinville park naming policy](#)
[Attachment 8 - Coast Salish village names](#)

X. STAFF REPORT

- A. Ratification of Amendments to King County Planning Policies, presented by Community Development Director Debbie Bent, *for Information*
[Staff Memorandum - Countywide Planning Policies Ratification](#)
[Attachment 1 to memo - King County Transmittal Letter](#)
[Attachment 2 to memo](#)
[Attachment 3 to memo](#)
[Attachment 4 to memo](#)
- B. Pandemic Update
- C. Other

XI. COUNCILMEMBER INITIATIVES

XII. ADJOURNMENT

UPCOMING MEETINGS:

April 26, 2021

May 10, 2021

City of Kenmore, Washington

Earth Day

PROCLAMATION

WHEREAS, all species play a unique role in the complex web of life and contribute to the ecosystem services on which all life on Earth depends, and hence, protecting our species is crucial to the survival of this planet and its inhabitants; and

WHEREAS, wild animal populations have declined on average by more than half and the Earth is facing an era of mass extinction; and

WHEREAS, by 2050, between 60-70% of all people will live in cities and species provide important services to city dwellers such as generating oxygen and purifying the air; controlling other animals considered pests or that spread disease; pollinating plants and crops; providing recreation opportunities, and promoting well-being, etc.; and

WHEREAS many plants, wild animals, and pollinators live in urbanized landscapes, and cities thereby have a responsibility to examine the ecological impacts of expanding urban areas and how to protect biodiversity; and

WHEREAS, it is understood that sustainability will only be achieved by meeting the needs of the present without compromising the needs of future generations; and

WHEREAS, it is essential to expand and diversify the global environmental movement to achieve maximum progress; and

WHEREAS, Earth Day is an annual reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts;

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **Thursday, April 22nd** as **EARTH DAY** throughout the City of Kenmore. We encourage all our community members, businesses, and institutions to use Earth Day to celebrate the Earth and promote the protection of our species.

IN WITNESS WHEREOF, signed this 19th day of April 2021.



Signed: _____

Mayor David Baker

Attested: _____

City Clerk Anastasiya Warhol



City of Kenmore, Washington

National Arbor Day

PROCLAMATION

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska: and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **Friday, April 30th** to be Arbor Day in the City of Kenmore. We urge all our community to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, we urge our community members to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, signed this 19th day of April 2021.

Signed: _____

Mayor David Baker

Attested: _____

City Clerk Anastasiya Warhol

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
March 15, 2021**

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.

CALL MEETING TO ORDER:

Mayor Baker called the meeting to order at 7:00 p.m. via Zoom.

PRESENT:

Councilmembers:	Mayor David Baker	<u>FL</u>
	Deputy Mayor Nigel Herbig	<u>AG</u>
	Councilmember Joe Marshall	<u>SA</u>
	Councilmember Debra Srebnik	<u>LU</u>
	Councilmember Corina Pfeil	<u>TE</u>
	Councilmember Melanie O’Cain	Ma
	Councilmember Angela Kugler	yor
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Staff:	City Manager Rob Karlinsey	led
	City Clerk Anastasiya Warhol	the
	City Attorney Dawn Reitan	fla
	Public Works Operations Manager Jennifer Gordon	g
	Environmental Services Manager Richard Sawyer	sal
	Finance and Administration Director Leticia Salcido	ute.
Speaking Guests:	Stacey Valenzuela, Kenmore Resident	<u>AG</u>
	John Peeples, Kenmore Resident	<u>EN</u>
	Patrick O’Brien, Kenmore Resident	<u>DA</u>
	David Morton, Redmond Resident	<u>AP</u>
	Mark Prince, Kenmore Resident	<u>PR</u>
	Elizabeth Mooney, Kenmore Resident	<u>OV</u>
		<u>AL</u>

The agenda was approved as written.

PUBLIC COMMENT:

Stacey Valenzuela, a Kenmore resident, thanked the Council for support for House Bill 10-83. She spoke in favor of changing Squire’s Landing to a Native American name.

John Peeples, a Kenmore resident, expressed concern over the DEI curriculum presented to staff. He thanked the Council for reciting the pledge of allegiance.

Patrick O'Brien, a Kenmore resident, expressed comments about the recent Kenmore Clean Air Coalition discussions. Note: guest difficult to understand due to technical competitiveness issues.

David Morton, a Redmond resident, expressed concern over the emission factor rating of the Cadman Asphalt Plant.

Mark Prince, a Kenmore resident, offered comments about the Public Works Shop site selection process. He suggested that properties under an acre should be considered.

Elizabeth Mooney, a Kenmore resident, thanked the City for hosting the recent Clean Air Coalition meeting. She highlighted the upcoming WRIA 8 work supporting salmon habitats.

CONSENT AGENDA

- A. Approve Minutes:
[City Council February 22, 2021, Special and Regular Meeting](#)
- B. Authorize the City Manager to Execute Contract No. 21-C2693 with Judha of Lion Landscaping and Services LLC for Right-of-Way Landscape Maintenance
[Agenda Bill - SR522 ROW Landscape Maintenance](#)
[Contract 21-C2693 Juhda of Lion](#)

MOTION: Deputy Mayor Herbig moved to approve the consent agenda as presented, including the items listed above. Councilmember Pfeil seconded the motion.

VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

STUDY SESSION AGENDA

- A. ***Public Works Site Selection Criteria and Public Involvement Plan, presented by Public Works Operations Manager Jennifer Gordon***
[Agenda Bill - Public Works Maintenance and Operations Facility Site Selection Process](#)
[Original Subcommittee Recommendations - Review Process for Identifying PW Facility 9-28-20](#)

Public Works Operations Manager Jennifer Gordon led the discussion on the public works site selection criteria. The Council offered suggestions and edits. Staff agreed to hold another discussion at an upcoming meeting.

- B. ***Review of Open Public Meetings Act & Public Records Act, presented by City Attorney Dawn Reitan***
[OPMA & PRA Presentation - Inslee Best](#)

City Attorney Dawn Reitan presented an overview of the Open Public Meetings Act and the Public Records Act.

BUSINESS AGENDA

A. ***December 2020 Financial Report, presented by Finance and Administration
Director Leticia Salcido***

[Agenda Bill - December 2020 Financial Report](#)

Finance and Administration Director Leticia Salcido offered an update on the December 2020 financials. In addition, the report highlighted trends projected vs. actual revenues and expenditures.

STAFF REPORTS

City Manager Rob Karlinsey gave a brief COVID phasing update; there were no significant changes yet.

ADJOURNMENT

Mayor Baker adjourned the special meeting at approximately 9:41 p.m.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
March 22, 2021**

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.

CALL MEETING TO ORDER:

Mayor Baker called the meeting to order at 7:00 p.m. via Zoom.

PRESENT:

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

Staff: City Manager Rob Karlinsey
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan
Recreation Coordinator Rita Moreno
Police Chief Brandon Moen
Environmental Services Director Richard Sawyer

Speaking Guests: DeAnn Adams, Friends of Youth
Fran Gatica, Dawson Place
Monisha Harrell, Equal Rights Washington
David Morton, Redmond Resident
Janet Hays, Kenmore Resident
David Dorian, Kenmore Resident
Patrick O’Brien, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
Becca Chen, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Jeremiah Ingersoll, Lieutenant Northshore Fire Department
Mike Millman, Deputy Chair Woodinville Fire Commission
David Maehren, Kenmore Resident and Fire Commissioner
Eric Adman, Kenmore Resident
Roger Collins, Chair of Woodinville Fire Commission
Hans Hurn, Woodinville Fire, and Rescue
Jeremy Jamerson, Lieutenant with Northshore Fire Department
Rik Holley, Kenmore Resident

Matt Hochstein, Battalion Chief Northshore Fire Department
Todd Wollum, Kenmore Resident and Paramedic
Rick Verlinda, Northshore Fire Commissioner
Catherine Breault, Public Information Officer with Woodinville
Fire and Rescue
Becca Chen, a Kenmore Resident
Doug Loeser, Shoreline Fire Fighters Local 1760

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ker led the flag salute.

AGENDA APPROVAL

The agenda was approved as modified to include Business Item E: Proclamation In Solidarity with our Asian, Asian-American, and Pacific Islander Neighbors.

PROCLAMATIONS

Mayor Baker read the Safe Place Week - National Safe Place Program Proclamation. It was accepted by DeAnn Adams, Chief Program Officer of Friends of Youth.

Mayor Baker Proclaimed April to be Child Abuse Prevention month; it was accepted by Fran Gatica, Community Education Specialist with Dawson Place - Child Advocacy Center.

Mayor Baker proclaimed April to be Sexual Assault Awareness Month.

PUBLIC COMMENT:

David Morton, a Redmond resident, expressed both environmental and regulatory permitting concerns over Kenmore's Cadman Asphalt Plant operations.

Janet Hays, a Kenmore resident, expressed concern over odors and avenues to report odor complaints.

David Dorian, a Kenmore resident, commended the Council for their Proclamations this evening supporting victims of hate crimes, providing avenues for care, and ongoing Diversity, Equity, and Inclusion efforts.

Patrick O'Brien, a Kenmore resident, spoke in opposition to Resolution No. 21-361. He further commented on the recent Kenmore Clean Air Coalition meeting.

Stacey Valenzuela, a Kenmore resident, thanked the City Council for not considering mobile home parks as a site in the Public Works Shop criteria.

Becca Chen, a Kenmore resident, spoke in favor of a proclamation honoring Asian and Pacific-Islanders of Kenmore.

Elizabeth Mooney, a Kenmore resident, and a member of People for an Environmental Responsible Kenmore (PERK) affirmed comments made by Mr. Morton, Mr. O'Brien, and Ms. Valenzuela.

CONSENT AGENDA

- A. Approve Minutes:
[City Council Regular Meeting of March 8, 2021](#)
[Community Meeting Attendance on March 11, 2021](#)
- B. Approve Total Check #s 46795 through 46897 totaling \$588,798.05 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dates 02/26/2021 totaling \$168,880.93.
[Voucher Approval Report 2/20/21-3/05/2021](#)
- C. Authorize the City Manager to enter into an agreement with King County for Indigency Screening Services
[Agenda Bill - Indigent Screening Services and Memorandum of Agreement](#)
- D. Receive and File Department Report on Distribution of Federal Coronavirus Relief Act Funds - Revenues/Expenditures
[Agenda Bill- Distribution of Coronavirus Relief Act Funds](#)
- E. Approve the Amended Pandemic and Public Health Emergency Response and recovery Proclamation 2-02.4.
[Agenda Bill - Pandemic Policy 20-02.4](#)
[20-02.4 - Amendment Pandemic Policy](#)
- F. Cancel April 12 Regular Council Meeting

MOTION: Councilmember Pfeil moved to approve the consent agenda as presented, including the items listed above. Deputy Mayor Herbig seconded the motion.
VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

BUSINESS AGENDA

King County Fire Protection District No. 16, Proposition No. 1, Merger of Northshore Fire Department into Woodinville Fire & Rescue, *for Discussion.*

Pursuant to RCW 42.17A.555(1), members of the public and council were afforded an approximately equal opportunity for expression of an opposing view.

PUBLIC COMMENT

Jeremy Ingersoll, a Fire Lieutenant, spoke in opposition to the merger between Northshore Fire Department and Woodinville Fire & Rescue.

Mike Millman, a Woodinville Fire Commissioner, spoke in favor of the merger between the Northshore Fire Department and Woodinville Fire & Rescue.

David Maehren, a Commissioner speaking as a private citizen, spoke in favor of the merger between the Northshore Fire Department and Woodinville Fire & Rescue.

Eric Adman, a Kenmore resident, spoke in opposition to the merger between Northshore Fire Department and Woodinville Fire & Rescue.

Roger Collins, a Fire Commissioner, spoke in favor of the merger between Northshore Fire Department and Woodinville Fire & Rescue.

Hans Hurn, a paramedic with Woodinville Fire and Rescue, spoke in opposition to the merger between Northshore Fire Department and Woodinville Fire & Rescue.

Jeremy Jamerson, a lieutenant with the Northshore Fire Department, spoke in opposition to the merger between Northshore Fire Department and Woodinville Fire & Rescue.

Rik Holley, a Kenmore resident, expressed his opinion that those opposed are overwhelmingly firefighters.

Matt Hochstein, a Battalion Chief with the Northshore Fire Department, spoke in opposition to the merger between Northshore Fire Department and Woodinville Fire & Rescue.

Todd Wollum, a Kenmore resident and paramedic for Shoreline Fire Department, spoke in opposition to the merger between Northshore Fire Department and Woodinville Fire & Rescue.

Rick Verlinda, a Northshore Fire Commissioner, speaking as a private resident, spoke in opposition to the merger between Northshore Fire Department and Woodinville Fire & Rescue.

Catherine Breault, a Public Information Officer for Woodinville Fire and Rescue, commented on her efforts to provide information with input from all parties involved in the prospective merger.

Becca Chen, a Kenmore resident, expressed support for local firefighters.

Doug Loeser, a representative of Shoreline Fire Fighters Local 1760, spoke in opposition to the merger between Northshore Fire Department and Woodinville Fire & Rescue.

MOTION: Deputy Mayor Herbig moved to Adopt and Approve a Resolution in Opposition to the April 27 Ballot Measure Proposition No. 1, concerning the merger of Northshore Fire Department and Woodinville Fire and Rescue. Councilmember Srebnik seconded the motion. VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.
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Safe Place Program, presented by Police Chief Brandon Moen, for ~~Approval~~Adoption by Proclamation.

Chief Moen unveiled Kenmore's Safe Place program. This program capitalizes on a partnership between law enforcement and participating businesses in responding to cases of hate or bias crimes. At the core, the program is designed to assist victims of hate crimes collaboratively and in real-time.

Mayor David Baker ~~issued~~ read into the record the Safe Place Proclamation, marking the beginning of Kenmore's Safe Pace Program. Monisha Harrell, a Director with Equal Rights Washington, accepted the Proclamation on behalf of the City.

Addendum No. 1 to Contract 18-C1863 Agreement with the Northshore Canoe and Kayak Club for Public Recreational Programming.

Recreation Coordinator Rita Moreno highlighted the proposed amendment in response to the construction set to occur in Squire's Landing starting September 2021.

MOTION: Councilmember Srebnik moved to authorize the City Manager to execute Addendum No. 1 to Contract 18-C1863 pertaining to the Northshore Canoe and Kayak Club. Councilmember O'Cain seconded the motion.
VOTE: 6 Yes, 0 No, 1 Abstain. MOTION CARRIED.

State Transportation Revenue Package, Resolution No. 21-361, expressing support for a Comprehensive Transportation Revenue Package, Presented by City Manager Rob Karlinsey, for Approval

MOTION: Councilmember Pfeil moved to approve Resolution No. 21-361, expressing support for a Comprehensive Transportation Revenue Package. Mayor Baker seconded the motion.
VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

Proclamation expressing solidarity with our Asian, Asian-American, and Pacific Islander neighbors.

At the request of Mayor Baker, Councilmember Kugler read the following proclamation as a statement of the Council:

As a City we are outraged by the increase in hate incidents directed at members of our Asian American Pacific Islander communities in this country. Anti-Asian hate crime rose 33% from 2019 to 2020 in Seattle and rose in the aggregate 149% during the same period in 16 of our country's largest cities, including Seattle.

The tragic murder of eight individuals, six of whom were of Asian descent, in Atlanta has increased the fear and anxiety that many Asian Americans feel. Locally and recently, there was a violent attack against Noriko Nasu, a Japanese American Inglemoor High School teacher, and her partner while in the Seattle Chinatown International District. Now, many in the Asian community are afraid for their personal safety.

All residents in Kenmore must work together to fight against racism, xenophobia, and bigotry in whatever form they take. We must be silent no more. We must speak up against misinformation, call out scapegoating and condemn violence. Individually, we can do better. Collectively we will do better.

We hereby proclaim, on behalf of the City of Kenmore, our renewed and ongoing commitment to be an open, inclusive, and welcoming place for all. Kenmore stands strongly against hate, and we stand together in solidarity with our Asian and Asian American and Pacific Islander neighbors.

MOTION: Councilmember Pfeil moved to accept and issue the statement/proclamation.
Councilmember O’Cain seconded the motion.
VOTE: 7 Yes, 0 No, 0 Abstain. **MOTION CARRIED.**

STAFF REPORTS

Environmental Services Director Richard Sawyer provided a brief update on the Climate Action Plan.

City Manager Rob Karlinsey offered an update on the Pandemic phases.

ADJOURNMENT

Mayor Baker adjourned the special meeting at approximately 9:32 p.m.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
March 25, 2021**

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.

CALL SPECIAL MEETING TO ORDER:

Deputy Mayor Herbig called the meeting to order at 6:00 p.m. via Zoom.

PRESENT:

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

Staff: City Manager Rob Karlinsey
City Clerk Anastasiya Warhol
Development Services Director Bryan Hampson
Code Compliance Officer Bridgit Baker
City Attorney Dawn Reitan

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to RCW 42.30.110(1)(i), for pending and potential litigation, the Council entered an executive session for approximately 40 minutes. No final action was taken.

At 6:40 p.m., Deputy Mayor Herbig publicly announced that the executive session would be extended by ten minutes, scheduled to conclude around 6:50p.m.

ADJOURNMENT

Deputy Mayor Herbig adjourned the special meeting at approximately 6:55 p.m.

ATTEST:

Nigel Herbig, Deputy Mayor

Anastasiya Warhol, City Clerk

Council Attendance & Participation
“For the Love of Kenmore” Event
April 5, 2021

NOTICE OF POTENTIAL QUORUM:

On Thursday, April 1, notice was given that there was a potential of a Council quorum at an upcoming community meeting scheduled for April 5, 2021, at 7 pm to be held virtually.

QUORUM:

A quorum of the Council did appear at the community meeting. In attendance were Mayor David Baker, Councilmember Corina Pfeil, Councilmember Angela Kugler, Deputy Mayor Nigel Herbig, Councilmember Debra Srebnik.

PRESENT:

Rob Karlinsey, City of Kenmore City Manager
Rita Moreno, City of Kenmore Staff
Sammie Roeun, City of Kenmore Staff
Janet Quinn, City of Kenmore Staff
Kent Vaughan, City of Kenmore Staff
Lauren Chomiak, City of Kenmore Staff
Maura Query, City of Kenmore Staff
Samantha Loyuk, City of Kenmore Staff
Stephanie Brown, City of Kenmore Staff
Nancy Ousley, City of Kenmore Staff
Suzanne Greathouse, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
Tracy Banaszynski, Kenmore Resident
Aubrey Schultz, Kenmore Resident
David Evans, Kenmore Resident
Karlinseys, Kenmore Residents
Jason Tyler, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Landon Schultz, Kenmore Resident

DISCUSSION:

The group participants learned about “**Love Notes**” in Kenmore and created flag designs. Activities and discussions were all designed to harness and capture the lovable aspects of the community and ways to tangibly show love for City.

COUNCIL ACTION:

No final action was taken by Council at the meeting.

CONCLUSION:

The meeting concluded at 8:30 p.m.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

03/06/2021 - 03/19/2021

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

Total Check #s 46898 through 46988: \$2,616,475.28

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 03/12/2021: \$161,370.44

RJ Kog 3/25/21
City Manager / Date

[Signature] 3/19/2021
Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
AMERICAN GENERAL LIFE GPO/400S	46898	03/12/2021	Life Insurance	279.92
CITY OF KENMORE	46899	03/12/2021	Wages Overpayment Reimbursement	50.00
ICMA RETIREMENT C/O ALLFIRST BANK/109964	46900	03/12/2021	City of Kenmore 401a	18,301.22
ICMA RETIREMENT TRUST 457/304745	46901	03/12/2021	ICMA 457 Deferred Comp	7,636.41
STATE OF FLORIDA DISBURSEMENT UNIT	46902	03/12/2021	Employee Deduction	275.00
INTERMOUNTAIN SLURRY SEAL	46903	03/12/2021	Sept. - Nov. Pavement Sealing Project	19,783.00
PUGET SOUND ENERGY	46904	03/12/2021	12/14-1/13 City Hall Electricity	2,434.86
AGORA REFRESHMENTS	46905	03/19/2021	1st Floor City Hall Filtered Water System	50.59
AM TEST, INC	46906	03/19/2021	Swamp Creek Water Testing Svcs	200.00
AMERICALL	46907	03/19/2021	Feb. After Hours Call Out Phone Svc.	161.73
ASPECT CONSULTING LLC	46908	03/19/2021	Boyd's Dry Cleaner Site Remediation	1,044.25
AURORA RENTS	46909	03/19/2021	Scissor Lift Rental	792.01
AURORA RENTS	46910	03/19/2021	Generator Rental for Surface Water Dept.	61.66
BANNER BANK BAKER	46911	03/19/2021	Natl. League of Cities/Zoom	95.54
BANNER BANK NO	46912	03/19/2021	Shutterstock/Wix.com	37.43
BANNER BANK RK	46913	03/19/2021	Zoom	16.50
BCN TELECOM, INC.	46914	03/19/2021	City Hall Telephone System	669.26
CADMAN MATERIALS, INC.	46915	03/19/2021	Asphalt for Streets Project	219.45
CADMAN MATERIALS, INC.	46916	03/19/2021	Asphalt Purchase for Stormwater Work	86.45
CALPORTLAND COMPANY	46917	03/19/2021	Rock Purchase for Northshore Summit Park	278.18

VII. B. Approve Total Check #s 46898 through 46988 totaling \$2,616,475.2...

CASCADE PEST CONTROL	46918	03/19/2021	Rhododendron Park Monthly Pest Control	143.13
CASCADIA CONSULTING GROUP, INC.	46919	03/19/2021	21-C2679 1/27-2/25 Climate Action Plan Proj. Mgmt	4,671.25
CASCADIA LAW GROUP	46920	03/19/2021	20-C2229 Jan. Special Counsel/Cadman Asphalt Plant	12,318.75
CECCANTI, INC.	46921	03/19/2021	19-C1977 Feb. W. Samm Bridge Construction	1,966,930.60
CITY OF BELLEVUE	46922	03/19/2021	Qtr 1 MyBuilding Permit Subscription	3,640.17
CITY WIDE FENCE COMPANY, INC	46923	03/19/2021	Fence Repair @ Public Works Yard	825.75
COMCAST	46924	03/19/2021	City Hall & Hangar Internet Feb. Svcs	1,655.10
COMCAST	46925	03/19/2021	City Hall Phones	382.01
COMCAST	46926	03/19/2021	City Hall Hangar & Internet Jan. Svcs	1,610.64
COMCAST BUSINESS	46927	03/19/2021	3/10-4/9 Squire's Landing Internet	79.95
COMCAST BUSINESS	46928	03/19/2021	3/14-4/13 City Hall Cable & Internet	162.09
EARTHWORKS	46929	03/19/2021	17-C1780 Monthly SR522 ROW Maint.	4,454.92
ELECTRONIC BUSINESS MACHINES	46930	03/19/2021	2nd Floor Copier Feb. B\W & Color Charges	169.14
FOCUS TOOLS & ENGINEERING, INC.	46931	03/19/2021	Balance Due on Boathouse Rack System	11,723.40
FORCE AMERICA DISTRIBUTING LLC	46932	03/19/2021	Maintenance on 312 De-Icer Truck	440.40
HDR ENGINEERING, INC	46933	03/19/2021	Feb. Juanita Drive Prof. Svcs	168,469.23
HIATT PARK LLC	46934	03/19/2021	Overpayment of Impact Fees BLD20-0177	12,766.20
HOME DEPOT CREDIT SERVICES	46935	03/19/2021	Public Works Supplies & Equipment	1,019.35
HONEY BUCKET	46936	03/19/2021	3/8-4/4 Rental @ Public Works Yard	156.75
HORIZON DISTRIBUTORS INC	46937	03/19/2021	Turfgr for ROW & Parks	112.85
KING COUNTY FINANCE	46938	03/19/2021	Feb. Road Svcs - Signs/Signals	6,217.09
KING COUNTY RADIO COMM SERVICES	46939	03/19/2021	1/31-4/28 Emergency Radio Communications	300.57
KING COUNTY TREASURY	46940	03/19/2021	Lot 16 Blk 3 Lakewood Villa 7353 NE 175th	247.69
LIGHTHOUSE CONSULTING INC	46941	03/19/2021	Feb. Backup/Archiving/Protection/Web Hosting	8,886.17
LIGHTHOUSE CONSULTING INC	46942	03/19/2021	Feb. IT Consulting Svcs	2,579.92
MILLER STEPHENS, MARY	46943	03/19/2021	Feb. Public Defense Svcs @ SCORE	1,250.00
MOJO STRATEGIES	46944	03/19/2021	Kenmore Quarterly Winter 2021	1,562.50
MORUP SIGNS, INC.	46945	03/19/2021	Signs for 68th Ave Ped/Bike Project	2,087.50
MR. T'S TROPHIES & AWARDS LLC	46946	03/19/2021	Phenolic Label for PSE Street Lighting Cabinet	13.76
NATIONAL BARRICADE CO., LLC	46947	03/19/2021	Rental Signs for Median Work on SR522	737.68
NORTHSHORE UTILITY DIST	46948	03/19/2021	Feb. Fleet Maint. & Fuel	8,030.49
NORTHWEST ELECTRIC AND SOLAR	46949	03/19/2021	Electrical Work @ Hangar Bldg.	536.74
OFFICE DEPOT	46950	03/19/2021	USB Flash Drives for Police Dept.	52.84
OFFICE DEPOT	46951	03/19/2021	Manila Folders/Index Dividers	9.79
OFFICE DEPOT	46952	03/19/2021	Misc. Office Supplies	298.35
OFFICE DEPOT	46953	03/19/2021	Ruler/Erasers	14.39

VII. B. Approve Total Check #s 46898 through 46988 totaling \$2,616,475.2...

OFFICE DEPOT	46954	03/19/2021	Office Equipment 3 Hole Punch/Electric Stapler	52.85
OLSON BROTHERS PRO VAC	46955	03/19/2021	19-C1978 October Vactor/CCTV Truck Services	26,247.17
OLSON BROTHERS PRO VAC	46956	03/19/2021	19-C1978 Vactor Services	2,100.00
O'REILLY/FIRST CALL	46957	03/19/2021	Fleet Maintenance Supplies	34.41
PACIFIC TOPSOILS	46958	03/19/2021	1/26-2/25 Mulch/Rock Purchase & Dump Fees	564.12
PUGET SOUND ENERGY	46959	03/19/2021	1/13-2/11 City Hall Electricity	2,332.07
PUGET SOUND ENERGY	46960	03/19/2021	2/3-3/3 Street Lights	77.20
PUGET SOUND PLANTS	46961	03/19/2021	Replacement of Street Trees	711.48
QUALITY BUSINESS SYSTEMS / WELLS FARGO	46962	03/19/2021	3/5-4/4 Photocopier Rental	676.14
QUALITY WATER FINANCIAL	46963	03/19/2021	Public Works Office Filtered Water System	66.00
QUALITY WATER FINANCIAL	46964	03/19/2021	City Hall 2nd Floor Filtered Water System	50.59
SALCIDO, LETICIA	46965	03/19/2021	Moving Expense Reimbursement	1,016.68
SCORE	46966	03/19/2021	Feb. Inmate Housing & Medical	5,860.00
SCORE	46967	03/19/2021	Jan. Outside Health Services	133.46
SEATTLE TIMES	46968	03/19/2021	Legal Notices 1/26-2/22/21	524.05
SHRED IT USA LLC	46969	03/19/2021	Monthly Shredding Service	90.65
SISKUN POWER EQUIPMENT	46970	03/19/2021	Maint. Supplies for Street Equipment	417.18
STAPLES ADVANTAGE	46971	03/19/2021	Parks & Facility Maint. Supplies	900.11
STATE OF WA DEPARTMENT OF LICENSING	46972	03/19/2021	Notary Name Change Application Fee	20.00
STEWART MACNICHOLS HARMELL, INC.	46973	03/19/2021	Feb. Public Defense Services	5,000.00
T MOBILE USA, INC.	46974	03/19/2021	Staff Cell Phones & Data Plans	1,008.71
THE ORIGINAL POOP BAGS	46975	03/19/2021	Pet Waste Bags & Dispensers	2,223.79
THOMCO CONSTRUCTION, INC.	46976	03/19/2021	20-C2144 Juanita Drive Ped/Bike Construction	273,369.46
TOTAL LANDSCAPE CORP	46977	03/19/2021	Northshore Summit/Squire's/Moorlands Landscaping	2,257.05
TOTAL LANDSCAPE CORP	46978	03/19/2021	Monthly Parks & City Hall Landscaping	5,030.02
TOWN CENTER HARDWARE	46979	03/19/2021	Parks & ROW Materials	115.26
UTILITIES UNDERGROUND LOCATION CTR	46980	03/19/2021	February Locate Services	181.89
WA STATE DEPT OF LABOR & INDUSTRIES	46981	03/19/2021	5/1/21-5/1/22 Elevator Operating Certificate	147.20
WILLIAMS, KASTNER & GIBBS PLLC	46982	03/19/2021	Feb. Special Counsel Kenmore v. El-Sharawy	482.50
WM CORPORATE SVCS-COLUMBIA RIDGE LANDFILL 46983		03/19/2021	Street Sweeper Dump Fee	15.57
WM CORPORATE SVCS-COLUMBIA RIDGE LANDFILL 46984		03/19/2021	Street Sweeper Dump Fees	4,811.92
WM CORPORATE SVCS-COLUMBIA RIDGE LANDFILL 46985		03/19/2021	Street Sweeper Dump Fees	1,038.05
WM CORPORATE SVCS-COLUMBIA RIDGE LANDFILL 46987		03/19/2021	Street Sweeper Dump Fees	1,225.31
ZIPLY FIBER	46988	03/19/2021	2/28-3/27 City Hall Phone Svc	663.77
DRS 457	DFT0000943-944	03/12/2021	DRS 457 Deferred Comp	1,075.99

VII. B. Approve Total Check #s 46898 through 46988 totaling \$2,616,475.2...

AVIDIA HEALTH	DFT0000945	03/12/2021	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0000946-951	03/12/2021	Public Employees Retirement	32,836.47
NAVIA	DFT0000952	03/12/2021	Employee Flexible Spending Account	516.54
BANK OF AMERICA 941	DFT0000953	03/12/2021	Federal Taxes	18,283.67
PAYROLL	Electronic Dep.	3/12/2021	Direct Deposit	108,557.77
TOTAL				<u>\$ 2,777,845.72</u>



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2021 - 03/19/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	668.00
0037	BASTYR UNIVERSITY	50,000.00
0064	CASCADE PEST CONTROL	429.13
0067	CENTER FOR HUMAN SERVICES	3,750.00
0076	CITY OF BELLEVUE	22,460.50
0081	CITY OF KENMORE	150.00
0083	CITY OF LAKE FOREST PARK	49,950.00
0099	CONSOLIDATED PRESS	4,296.81
0106	CROWN PRODUCTS LLC	514.20
0109	DAILY JOURNAL OF COMMERCE	305.30
0121	REPUBLIC SERVICES	1,984.62
0130	EMPLOYMENT SECURITY DEPARTMENT	2,712.91
0145	FRUHLING SAND & TOPSOIL	35.00
0151	CALPORTLAND COMPANY	1,153.94
0169	HERRERA ENVIRONMENTAL CONSULTANTS	2,717.56
0173	HOME DEPOT CREDIT SERVICES	1,345.36
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	54,804.37
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1,365.48
0191	INTERNATIONAL INST OF MUNI CLERKS	210.00
0197	JET CITY PRINTING	385.00
0206	KENMORE MIDDLE SCHOOL	2,750.00
0212	KING COUNTY FINANCE W.L.R.D.	1,052.86
0219	KING COUNTY FINANCE	31,873.28
0230	KING COUNTY RADIO COMM SERVICES	300.57
0235	KING COUNTY TREASURY	9,481.06
0251	LIGHTHOUSE CONSULTING INC	22,416.87
0261	PENDLETON CONSULTING LLC	3,200.00
0267	MR. T'S TROPHIES & AWARDS LLC	105.84
0285	NORTHSHORE FIRE DEPT	240.00
0286	NORTHSHORE SCHOOL DISTRICT	84,433.00
0287	NORTHSHORE SENIOR CENTER	6,250.00
0288	NORTHSHORE UTILITY DIST	16,847.64
0292	HONEY BUCKET	950.95
0300	OFFICE DEPOT	625.46
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	2,345.00
0310	PACIFIC TOPSOILS	1,722.56
0327	PUGET SOUND CLEAN AIR AGENCY	19,396.00
0328	PUGET SOUND ENERGY	50,805.06
0345	SEATTLE TIMES	575.66
0355	STAPLES ADVANTAGE	2,284.91
0356	STATE AUDITOR'S OFFICE	2,318.55
0357	STEWART MACNICHOLS HARMELL, INC.	15,000.00
0359	SOUND CITIES ASSOC	15,539.29
0365	TOTAL LANDSCAPE CORP	19,604.16
0371	UNITED STATES POSTMASTER	1,828.98
0385	WA ASSOC OF BUILDING OFFICIALS	2,000.00
0387	WA CITIES INSURANCE AUTHORITY	382,432.00
0390	WA FINANCE OFFICERS ASSOCIATION	75.00
0400	WASHINGTON STATE DEPT OF REVENUE	801.79
0401	WA STATE DEPT OF TRANSPORTATION	9,926.09
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	7,090.85
0424	ICMA RETIREMENT TRUST 457 / 304745	38,368.05

Vendor Purchasing Report

For Date Range 01/01/2021 - 03/19/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0425	DRS 457	5,378.70
0426	AFLAC	432.38
0428	BANK OF AMERICA 941	102,649.49
0429	AWC EMPLOYEE BENEFIT TRUST	138,649.27
0431	DEPARTMENT OF RETIREMENT SYSTEMS	164,745.02
0432	DEPARTMENT OF LABOR AND INDUSTRIES	6,918.18
0434	UNITED WAY OF KING COUNTY	236.92
0436	NATIONAL LIFE OF VERMONT	246.34
0448	UPS STORE KENMORE	62.80
0450	AURORA RENTS	1,730.42
0484	CITY WIDE FENCE COMPANY, INC	825.75
0542	AMERICAN SOCIETY OF COMPOSERS	367.00
0558	SNOHOMISH COUNTY	1,060.00
0610	WA STATE DEPT OF TRANSPORTATION	11,196.38
0685	PACE ENGINEERS, INC.	4,709.00
0689	DIGITAL REPROGRAPHICS SERVICES INC.	984.50
0692	HDR ENGINEERING, INC	177,338.94
0696	AMERICAN GENERAL LIFE GPO/400S	839.76
0743	BANNER BANK NO	692.12
0781	QUALITY BUSINESS SYSTEMS INC.	560.01
0791	NORTHSHORE ROTARY CLUB	60.00
0817	GRAINGER	67.45
0831	NORTHSHORE PARK & REC SERVICE AREA	2,720.00
0892	JACOBS ENGINEERING GROUP	39,809.75
0899	SHRED IT USA LLC	258.98
0913	KENMORE ELEMENTARY	1,250.00
0981	COMCAST BUSINESS	795.98
0994	GORDON THOMAS HONEYWELL	7,808.80
1003	IWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	298.56
1045	HORIZON DISTRIBUTORS INC	112.85
1052	FIRE PROTECTION, INC	7,495.10
1068	WA STATE DEPT OF LABOR & INDUSTRIES	147.20
1123	AM TEST, INC	400.00
1148	AGORA REFRESHMENTS	252.84
1197	MILLER STEPHENS, MARY	2,500.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	1,375.00
1222	OLSON BROTHERS PRO VAC	26,247.17
1299	VERIZON WIRELESS	286.70
1309	BANNER BANK BAKER	5,156.21
1311	WASHINGTON STATE PATROL	1,107.35
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	2,400.00
1326	JOYCE ZIKER PARKINSON	975.00
1331	KBA INC.	149,800.17
1337	STATE OF WA DEPT. OF LICENSING	0.40
1339	STATE OF WA DEPARTMENT OF LICENSING	20.00
1345	SHERWIN WILLIAMS CO. #8099	334.56
1358	ALPHAGRAPHS	333.31
1359	EVERGREEN FIRE AND SAFETY, INC.	466.95
1387	ST OF WA DEPT OF FISH & WILDLIFE	40.00
1390	UTILITIES UNDERGROUND LOCATION CTR	181.89
1403	OSBORN CONSULTING INC.	41,054.44
1431	BRIEN, GAYLYNN	100.00
1452	CITY OF KENT	500.00
1459	FLEMINGS HOLIDAY LIGHTING LLC	2,547.71
1482	HIGHWIRE	543.12
1492	MACDONALD MILLER FACILITY SOLUTIONS	9,842.94
1504	SCORE	15,801.86

VII. B. Approve Total Check #s 46898 through 46988 totaling \$2,616,475.2...

Vendor Purchasing Report

For Date Range 01/01/2021 - 03/19/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1524	GRANICUS LLC	14,890.46
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1555	LINCOLN NATIONAL LIFE INSURANCE	2,939.84
1673	KPFF CONSULTING ENGINEERS	36,022.52
1689	MOTT MACDONALD GROUP, INC.	79,585.46
1704	BANNER BANK RK	489.46
1711	SOFTWAREONE, INC.	11,925.63
1731	NORTHWEST ARBORICULTURE LLC	792.72
1816	NAVIA	9,082.70
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	2,028.42
1838	AVIDIA HEALTH	500.00
1884	CADMAN MATERIALS, INC.	344.08
1885	NATIONAL BARRICADE CO., LLC	1,299.20
1889	WILLIAMS, KASTNER & GIBBS PLLC	12,903.50
1900	ASPECT CONSULTING LLC	1,912.75
1930	T MOBILE USA, INC.	2,010.54
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	110.00
1964	EARTHWORKS	13,360.72
1979	MSPT XXII, LLC C/O FLYWAY	1,500.00
1980	HRA VEBa TRUST	18,959.88
1993	HYAS GROUP, LLC	3,750.00
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
2004	RED BARN ENGINEERING, INC.	21,446.30
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	4,734.30
2047	PUGET SOUND PLANTS	980.98
2048	SMS CLEANING, INC.	12,990.00
2081	SHANNON & WILSON, INC.	2,862.50
2095	TRANPO GROUP USA INC.	3,219.62
2096	TUPLING, SANDRA	146.50
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	96,164.12
2145	NORTHWEST ELECTRIC AND SOLAR	536.74
2157	SOUND SAFETY PRODUCTS CO.	457.02
2175	ELECTRONIC BUSINESS MACHINES	324.19
2176	CANON FINANCIAL SERVICES, INC.	532.16
2183	SISKUN POWER EQUIPMENT	417.18
2209	MORUP SIGNS, INC.	2,087.50
2221	O'REILLY/FIRST CALL	34.41
2236	COMCAST	6,676.07
2254	U.S. BANK PURCHASE CARDS	19,899.80
2259	MINUTEMAN PRESS	3,893.19
2285	QUALITY WATER FINANCIAL	349.77
2318	PIXEYES GRAPHICS & DESIGN	780.00
2327	PACIFIC AIR CONTROL, INC.	3,036.83
2340	MOJO STRATEGIES	1,562.50
2382	FOCUS TOOLS & ENGINEERING, INC.	11,723.40
2386	CECCANTI, INC.	4,373,910.02
2396	ZIPLY FIBER	2,023.02
2402	PACIFIC OFFICE AUTOMATION	167.36
2403	AMERICALL	457.21
2425	THOMCO CONSTRUCTION, INC.	616,734.51
2434	PSR MECHANICAL	19,732.12
2459	NELSON ELECTRIC, INC.	2,434.70
2482	KIMLEY HORN AND ASSOCIATES, INC.	4,850.00
2486	CASCADIA LAW GROUP	12,318.75
2489	THE ORIGINAL POOP BAGS	2,223.79
2508	SERENITY DILLAWAY	100.00
2511	SALCIDO, LETICIA	1,016.68

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Vendor Purchasing Report

For Date Range 01/01/2021 - 03/19/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2512	CARASOFT TECHNOLOGY CORPORATION	3,630.00
2513	DGR DEVELOPMENT, INC.	7,500.00
2514	STAN YAO	7,804.00
2517	CLEARVIEW NURSERY, INC.	392.12
2518	CYSTIC FIBROSIS FOUNDATION	100.00
2519	HAMBELL	375.00
2520	KING COUNTY FINANCE	15.00
2521	UNITED PRINT SIGNS GRAPHICS	385.35
2522	TRC ENVIRONMENTAL CORPORATION	3,294.69
2523	ALL AROUND FENCE COMPANY	990.90
2524	VARITECH INDUSTRIES INC.	3,855.02
2525	SERVICE ELECTRIC CO. INC.	743.18
2526	CONVERGINT TECHNOLOGIES	1,568.93
2528	HIATT PARK LLC	12,766.20
2529	FORCE AMERICA DISTRIBUTING LLC	440.40
2530	CASCADIA CONSULTING GROUP, INC.	4,671.25
2531	BCN TELECOM, INC.	669.26
Vendor Set Vendor Set 01 Total:		7,393,557.35



City Council Consent Agenda Item
City of Kenmore, WA

Subject/Topic: Integrated Aquatic Vegetation Management Plan (IAVMP) Update.	For Council Meeting Agenda of: April 19, 2021 Department: Public Works, Env Services Division Prepared by: Richard Sawyer, Env Services Manager <u>Initial & Date</u> Approved by Department Head: RS Approved by City Attorney: NA Approved by Finance Director: NA Approved by City Manager: RK
Proposed Council Action/Motion: Adoption of the Integrated Aquatic Vegetation Management Plan (IAVMP) Update.	Exhibits/Attachments: Final Integrated Aquatic Vegetation Management Plan (IAVMP) Update.

Staff presented the draft Integrated Aquatic Vegetation Management Plan (IAVMP) Update to Council on November 9, 2020 and held a public open house on the evening of November 19, 2020. The following table provides a summary of actions taken to address comments received from Council and the public in the final draft of the IAVMP, which is attached to this report.

Council/Public Comments	Action taken in final draft
Herbicides should only be used when necessary.	Non-chemical methods of control are described and recommended in the IAVMP.
Preference should be given for non-herbicide methods if budget allows.	Proposed treatments in City areas include non-chemical methods if feasible and within budget.
Use non-herbicide method or hybrid option with herbicide that best serves the City. Option used should consider impacts, budget and effectiveness.	Staff developed a permit guidance section describing requirements for non-herbicide methods. An IAVMP checklist is now available with Development Services to assist customers going through this process.
Look into biological control such as use of weevils as additional non-herbicide method	Weevils are not currently commercially available in the state of Washington. Importing weevils from out of state is not allowed and could not be recommended.
Aquatic weed surveys should include entire IAVMP area and not only public treatment areas.	Staff agreed that conducting aquatic plant surveys in the entire IAVMP area provides a benefit to the long-term success of the IAVMP. The City will conduct aquatic surveys of the entire area if budget allows.

Once adopted, staff will begin the process to conduct an aquatic plant survey, as described in the IAVMP, by June 2021. Based on those survey results, staff will prepare an RFP to obtain a contractor to implement applicable treatment strategies in summer 2021. Based on staff cost estimates, Council approval will likely be needed for that contract.

Additionally, the long-term success of the IAVMP requires continued coordination and action from the City's upstream neighbors. The City continues to support regional projects and coordination efforts, such as Forterra's Sammamish River Riparian Restoration project, which has recently become part of a larger proposed King County project.

FISCAL CONSIDERATION:

The approved 2021-2022 biennium budget for aquatic weed management is \$120,000.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council's 2020-2021 Priority #3 "Develop a Kenmore Climate and Environment Action Plan including water, air, forest, and habitat restoration



LAKE WASHINGTON AND THE SAMMAMISH RIVER
WITHIN THE CITY OF KENMORE, WASHINGTON
INTEGRATED AQUATIC VEGETATION MANAGEMENT PLAN
2020 UPDATE



Prepared by Herrera Environmental Consultants, Inc.

In Conjunction with the City of Kenmore

18120 68th Avenue Northeast, Kenmore, Washington 98028

March 19, 2021

Note:

Some pages in this document have been purposely skipped or blank pages inserted so that this document will print correctly when duplexed.

LAKE WASHINGTON AND THE SAMMAMISH RIVER WITHIN CITY OF KENMORE IAVMP 2020 UPDATE

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LAKE WASHINGTON AND THE SAMMAMISH RIVER WITHIN CITY OF KENMORE IAVMP 2020 UPDATE

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EXECUTIVE SUMMARY

The city of Kenmore lies on the northern edge of Lake Washington and encompasses the mouth of the Sammamish River, giving the city 7.8 miles of shoreline. Among City of Kenmore goals is a commitment to advance the public's access and connection to the waterfront. In the fall of 2016, Kenmore residents approved the City's first bond measure, which will, in part, increase public access to and make improvements in three of Kenmore's waterfront parks: Log Boom Park on the northern shore of Lake Washington, and Rhododendron Park and Squire's Landing Park on the Sammamish River.

Dense growth of aquatic plants during the summer interferes with recreational and commercial use of the Sammamish River and Lake Washington in the city of Kenmore, creating obstructions for multiple users and inhibiting use for swimmers, kayakers, boaters and others. Negative impacts on riparian habitat are also of concern.

Residents and business owners within the city of Kenmore, as well as aquatic plant biologists and plant management experts, came together to develop goals and a proposal for the City's Integrated Aquatic Vegetation Management Plan (IAVMP), which was funded by a Washington State Department of Ecology (Ecology) grant. In 2017, the City of Kenmore issued the *Lake Washington and the Sammamish River Within the City of Kenmore, Washington Integrated Aquatic Vegetation Management Plan* (2017 IAVMP) (Herrera 2017). This report serves as an update to the 2017 IAVMP and includes revisions to management goals and activities; summarizes maintenance efforts in 2018 and 2019; and updates the action strategy and implementation, and the monitoring and evaluation plans.

This 2020 update includes several updates to the 2017 IAVMP, which are summarized below:

- Control of nuisance native vegetation is now included in management goals for beneficial use areas as needed to allow for recreational and commercial uses.
- Information about a newly approved aquatic herbicide, ProcelleCOR™, which is a systemic, selective aquatic herbicide with low toxicity recommended for control of Eurasian watermilfoil.
- Further specified commitments by the City of Kenmore to communicate annual management efforts before and after treatments and require consistent reporting from contractors so that these efforts may be tracked reliably over time.

For more detailed documentation and analyses of invasive aquatic vegetation in Lake Washington and the Sammamish River in Kenmore, Washington, continue to refer to the 2017 IAVMP located on the IAVMP webpage: <<http://www.kenmorewa.gov/IAVMP>>.

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INTRODUCTION

The City of Kenmore issued the 2017 Integrated Aquatic Vegetation Management Plant (IAVMP) to address aquatic noxious weeds, which are nonnative plants that are particularly invasive in shoreline areas or open water (Herrera 2017). The IAVMP was part of an effort to increase public access and make improvements throughout Kenmore shorelines and specifically in three of the City's waterfront parks: Log Boom Park on the northern shore of Lake Washington, and Rhododendron Park and Squire's Landing Park on the Sammamish River. This update is based on the experiences of stakeholders and results of aquatic weed control efforts since 2017, and includes the following summarized updates:

- Control of nuisance native vegetation is now included in management goals for beneficial use areas as needed to allow for recreational and commercial uses.
- Information about a newly approved aquatic herbicide, ProcelleCOR, which is a systemic, selective aquatic herbicide with low toxicity recommended for control of watermilfoil species.
- Further specified commitments by the City of Kenmore to communicate annual management efforts before and after treatments on a consistent basis that are tracked over time.
- For more detailed documentation and analyses of invasive aquatic vegetation in Lake Washington and the Sammamish River in Kenmore, Washington, continue to refer to the 2017 IAVMP.

Invasive aquatic vegetation negatively impacts ecological processes, recreation, and business activities. Dense native vegetation also negatively impacts recreation and business activities. With 7.8 miles of shoreline and multiple opportunities to enjoy the water, management of vegetation in the lake and river areas of Kenmore is critically important as more and more people gain access to the water. However, because Kenmore is on the receiving end of invasive weeds and other debris from downstream flow of the Sammamish River and downwind drift in Lake Washington, this issue cannot be addressed in isolation from other communities. Therefore, we have continued to include the component of outreach as a part of our plan. Working with the City, Herrera Environmental Consultants, Inc. (Herrera) prepared this 2020 IAVMP update that provides additional information to the following sections in the 2017 IAVMP:

- Problem Statement
- Public Involvement
- Plant Management Goals

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- Beneficial Uses and Identified Problems
- Past Management Efforts
- Selected Action Strategy and Implementation
- Monitoring and Evaluation Plan
- References

The following sections of the 2017 IAVMP have not been updated and should be referred to as needed:

- Waterbody Characteristics
- Aquatic Plant Community
- Aquatic Plant Control Alternatives
- Integrated Aquatic Plant Control Scenarios

PUBLIC INVOLVEMENT

Kenmore has a large waterfront community, both residential and commercial, and the City wanted to include representatives on the IAVMP steering committee with a broad spectrum of perspectives and geographic locations. Public involvement for the IAVMP update is described for interviews and meetings with community leaders, outreach to upstream jurisdictions, and the City's IAVMP webpage.

STAKEHOLDER INTERVIEWS

On behalf of the City, for this update Herrera reached out to stakeholders and aquatic plant management experts to solicit their input on conditions since publication of the IAVMP in 2017. Herrera prepared the following questions for each interview:

- Briefly, what is your experience managing aquatic plants in Kenmore?
- Where are aquatic plants primarily impacting which water uses?
- Which exotic and native plant species are primarily impacting water uses at those locations?
- Which aquatic plant management techniques used in 2018 and/or 2019 were most effective at reducing water use impacts, and why?
- Which aquatic plant management techniques used in 2018 and/or 2019 were not effective at reducing water use impacts, and why?
- How should aquatic plant management techniques be modified in the future to effectively reduce water use impacts, and why?
- Do you have any other suggestions for improving the IAVMP?

These questions were sent by email to the following individuals:

- Todd Banks, President of Kenmore Air, the largest seaplane operator in the United States
- John Adamski, waterfront homeowner in the Arrowhead Point community of Lake Washington for multiple decades and avid stand-up paddle boarder
- Janet Ketcham, waterfront homeowner in the Inglewood Shores condominium complex and avid paddler

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- Greg Matz, Superintendent of the Inglewood Golf Club
- Ben Peterson, Noxious Weed Specialist II with the King County Noxious Weed Program
- Dave Klutz, Managing Member of Lakeland Restoration Services, LLC
- Doug Dorling, President of Northwest Aquatic Eco-Systems
- Terry McNabb, President of AquaTechnex

Telephone interviews were successfully conducted with John Adamski, Janet Ketchum, and Ben Peterson. Todd Banks responded to interview questions by email. Several attempts to interview the remaining individuals failed. Information gathered from the interviews is incorporated into various sections of this IAVMP update.

PUBLIC MEETING AND COMMUNICATIONS

Public meetings were held on November 9, 2020 and November 19, 2020. Public comments were also welcomed throughout the process of updating the IAVMP. Public comments expressed concern that the City would not be offering the same support to private landowners as it did in the past. Of particular concern is that the City will not be surveying all private areas and will not be including private areas as part of their permits.

The City plans to continue providing guidance on available treatment methods and appropriate permitting processes. This guidance will be regularly updated as treatment methods and permitting requirements change over time. Citizens who shared public comments also expressed a preference for non-herbicide alternatives. This IAVMP Update provides a description of non-herbicide alternatives and the City has developed a plan for City treatment areas which prioritizes non-herbicide alternative vegetation control methods as much as possible.

UPSTREAM JURISDICTION OUTREACH

Outreach to upstream jurisdictions has been an ongoing process although no Coalition has been formed to date. Conversations with the cities of Bothell, Redmond, Woodinville and other upstream jurisdictions will continue as the City develops more specific ways of working together to address the Sammamish River system more holistically than could be achieved by one downstream city. Formation of a multi-jurisdictional coalition involving municipalities and non-profits and other interested organizations continues to be a City of Kenmore long-term vision. The City of Kenmore also plans to coordinate with Forterra to eradicate emergent invasive species, including Japanese knotweed, along the shoreline of the Sammamish River.

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WEBPAGE

In response to citizen requests, the City of Kenmore published a webpage that provides access to detailed information on permits and best management practices, as well as links to other aquatic weed-related topics. This page will be updated as needed to reflect changes to the IAVMP. This page can be found at: <<http://www.kenmorewa.gov/IAVMP>>.

PLANT MANAGEMENT GOALS

The aquatic plant management goals are to maintain recreation and commercial usability and habitat integrity of the lake and river by managing nuisance plants in identified beneficial use areas.

Management priorities include:

- Control of regulated noxious weeds
- Control of dominant noxious weed species
- Control of native vegetation that inhibits recreational and business uses (New)
- Early detection of emerging noxious weed species

Priority management areas include:

- Public parks, main channels, other high public use areas
- Private waterfront residences and businesses*

Management goals include:

- Reduce impact on boating (hand-powered watercraft and motorboats):
 - Provide clear, clean water
 - Reduce weeds and native vegetation catching on paddles, rudders, propellers
- Maintain healthy environment for fish:
 - Provide appropriate water temperatures
 - Provide appropriate dissolved oxygen levels

These priorities and goals are the same as those established by the 2017 IAVMP except that control of native vegetation was added to weed control based on input from select stakeholders.

*Private priority management areas are to be managed by their respective stakeholders.

BENEFICIAL USES AND IDENTIFIED PROBLEMS

The project area (identified on the cover page of this plan) provides numerous beneficial uses to humans and wildlife, including the following three types identified by the Steering Committee in 2017 and 2020 (Figure 1):

- Recreational Use: Boating, fishing, swimming, aesthetic and wildlife observation
- Commercial Use: Marinas, Kenmore Air, water supply
- Wildlife Use: Waterfowl, aquatic mammals, fish, and other aquatic organisms

Beneficial uses are impacted by excessive aquatic plant growth, including the following three types of problems identified by the Steering Committee:

- Environmental:
 - Negative impact of dense plants on fish habitat
 - Impact of invasive noxious weeds on native biodiversity
 - Excessive levels of algae from scum accumulation on dense plants and nutrient release by decaying plants that impair aquatic habitat
 - Water quality degradation (low dissolved oxygen and high temperature) in dense plant growth
- Recreational:
 - Inhibit swimming and paddle sports
 - Weeds and native vegetation wound around boat motors
 - Weeds and native vegetation tangled in fishing lines
 - Nonnative weeds promote habitat for nonnative fish species
 - Health risks of toxic blue-green algae and nuisance of excess filamentous green algae
 - Aesthetic impacts from plant accumulation and decay, foul aroma, and water clarity
 - Restricted shoreline access

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- Economic:
 - Reduction of navigable waterways by forcing lake traffic into narrow lanes in years with dense aquatic vegetation growth, and the resulting increased potential for conflict between boats and planes
 - Reduction of water depth that impacts access to moorage slips (water levels are controlled by the US Army Corps of Engineers)
 - Costly repairs to damaged boat propellers and plane rudders
 - Irrigation impacts from clogged intake lines and damaged pumps
 - Perceived quality of life
 - Lower waterfront property values (Olden and Tamayo 2014)
 - Cost to manage/control/eradicate

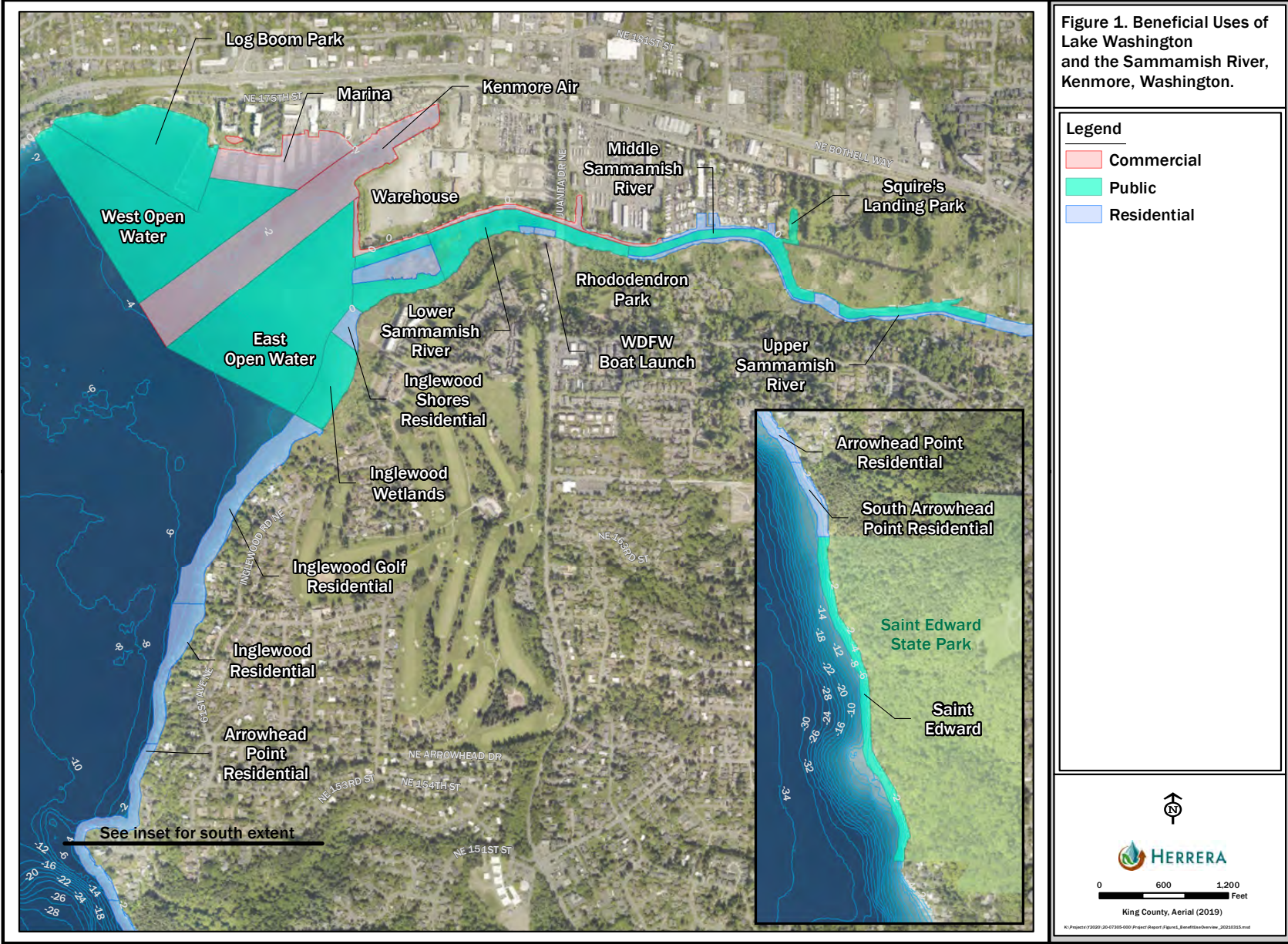
These beneficial uses and identified problems are the same as those established for the 2017 IAVMP except for the addition of native vegetation to recreational impacts of weeds on boat motors and fishing lines. It should also be noted that although some swimming occurs in Kenmore waters, there is no established swimming area with lifeguards.

To protect beneficial uses and address the identified problems, the project area was segregated into the following three types of areas by the Steering Committee:

- Public Use Areas:
 - Saint Edward
 - Inglewood Wetlands
 - East Open Water
 - West Open Water
 - Log Boom Park and Pier
 - WDFW Boat Launch
 - Lower Sammamish River
 - Rhododendron Park
 - Squire's Landing Park
- Commercial/Industrial Use Areas:

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- Kenmore Air
- Marina
- Warehouse/Industrial
- Residential Use Areas:
 - South Arrowhead Point Residential
 - Arrowhead Point Residential
 - Inglewood Residential
 - Inglewood Golf Residential
 - Inglewood Shores Residential
 - Sammamish River Residential



2018–2020 MANAGEMENT EFFORTS

In 2018 and 2019, Kenmore contracted with Lakeland Restoration Services and Northwest Aquatic Eco-Systems, respectively, to manage aquatic plants. Both companies are licensed aquatic herbicide applicators. The contracts were aimed to control noxious invasive and nuisance native aquatic macrophytes in multiple treatment areas in the Sammamish River and on the northern shorelines of Lake Washington to meet the goals outlined by the IAVMP. In addition, Arrowhead Point contracted with AquaTechnex in 2017 through 2019 for treatment of Eurasian watermilfoil in this area on the northeast shore of Lake Washington north of St. Edwards. Kenmore Air also contracted with AquaTechnex in 2020 for treatment of Eurasian watermilfoil and other nuisance aquatic vegetation in the Kenmore Air commercial use area.

2018 CITY TREATMENTS

Lakeland Restoration Services (LRS) applied herbicides to multiple treatment areas on two occasions in 2018 that included a Triclopyr treatment on June 4 and a Diquat/Hydrothol/Aquathol treatment on July 16. LRS provided a series of maps showing pretreatment and posttreatment survey results (LRS 2018), but did not provide a detailed, narrative report. Treatment areas are shown in Figure 2. Representative maps submitted by LRS are presented in Appendix A.

On June 4, LRS applied 180 gallons of Triclopyr to 30.8 acres for Eurasian watermilfoil and fragrant waterlily control, including:

- 13.3 acres at Log Boom Park in Lake Washington, targeting primarily Eurasian watermilfoil
- 7.7 acres at Inglewood Wetlands in Lake Washington, targeting fragrant waterlily near shore and Eurasian watermilfoil offshore
- 7.0 acres at the mouth of the Sammamish River downstream of the boat launch, targeting primarily fragrant waterlily

Comparison of submersed plant density maps for pretreatment (June 3) and 3-week post-treatment (June 25) shows that the June 4 treatment generally reduced plant density from high to low in most of the treatment areas. Also, the number of Eurasian watermilfoil and fragrant waterlily observations were substantially reduced at 3 weeks following the treatment (see Appendix A).

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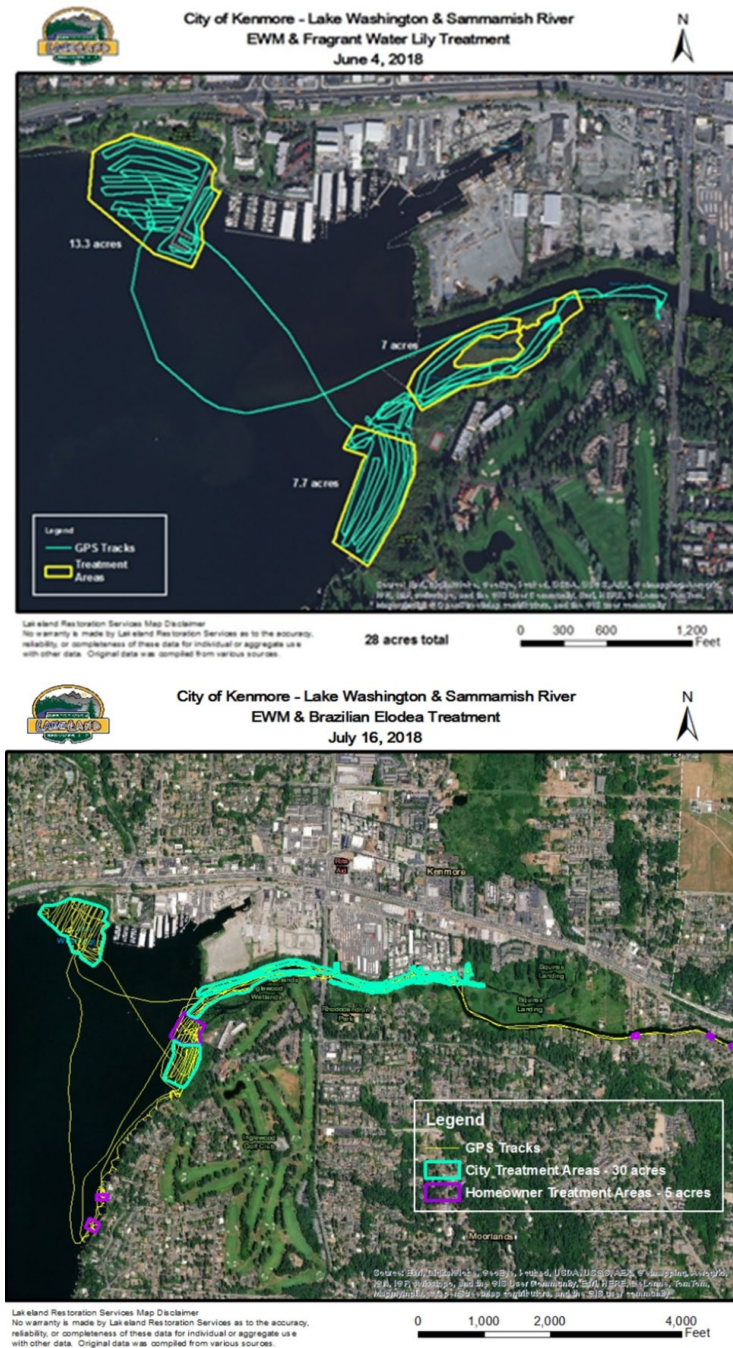


Figure 2. Kenmore 2018 Aquatic Plant Treatment Areas.

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On July 16, LRS applied 35 gallons of Diquat, 35 gallons of Hydrothol, and 35 gallons of Aquathol to 40 acres for Eurasian watermilfoil and Brazilian Egeria control, including:

- 16.0 acres at Log Boom Park in Lake Washington
- 6.3 acres at Inglewood Wetlands in Lake Washington
- 5.0 acres at Inglewood Shores and Inglewood residential areas in Lake Washington
- 13.2 acres in the Sammamish River from Squires Landing Park downstream to the river mouth

Comparison of submersed plant density maps for pretreatment (July 15) and 2-week post-treatment (July 31) shows little reduction in plant density that generally ranged from a high density at Inglewood Wetlands in Lake Washington to a low density in the Sammamish River. Treatment effects on plant density could not be assessed in Log Boom Park because the post-treatment plant density map does not include that area. Plant species observations showed that Eurasian watermilfoil was not observed before or after treatment in any treatment area, and that Brazilian Egeria was not observed before treatment in any treatment area but was observed after treatment at one location in Log Boom Park and two locations in Inglewood Wetlands. Thus, the July 15 treatment did not appear to affect plant density or control target species at 2 weeks after treatment.

2019 CITY TREATMENTS

Northwest Aquatic Eco-Systems (NAE) applied herbicides to multiple treatment areas on two occasions in 2019 that included a Triclopyr treatment on May 28 and a Diquat/Hydrothol treatment on July 17 and 18. NAE provided a treatment report describing treatment methods and results, series of maps showing pretreatment and posttreatment survey results, list of species observed by location, pesticide application records, and recommendations for future work (NAE 2019). The treatment areas are shown in Figure 3 and the treatment report is presented in Appendix A.

On May 28, NAE applied 101.5 gallons of Triclopyr to 27.9 acres for Eurasian watermilfoil and fragrant waterlily control, including:

- 10 gallons to 5.69 acres at Log Boom Park in Lake Washington (Treatment Area 4), targeting primarily Eurasian watermilfoil
- 8.5 gallons to 4.07 acres at Inglewood Wetlands in Lake Washington (Treatment Area 3), targeting fragrant waterlily near shore and Eurasian watermilfoil offshore
- 78 gallons to 16.28 acres at the mouth of the Sammamish River downstream of 68th Avenue South (Treatment Area 2), targeting primarily Eurasian watermilfoil in the

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river channel and fragrant waterlily in shallow waters along the south bank downstream of the boat launch

- 5 gallons to 0.85 acre in Squires Landing Park in the Sammamish River (Treatment Area 1), targeting primarily Eurasian watermilfoil

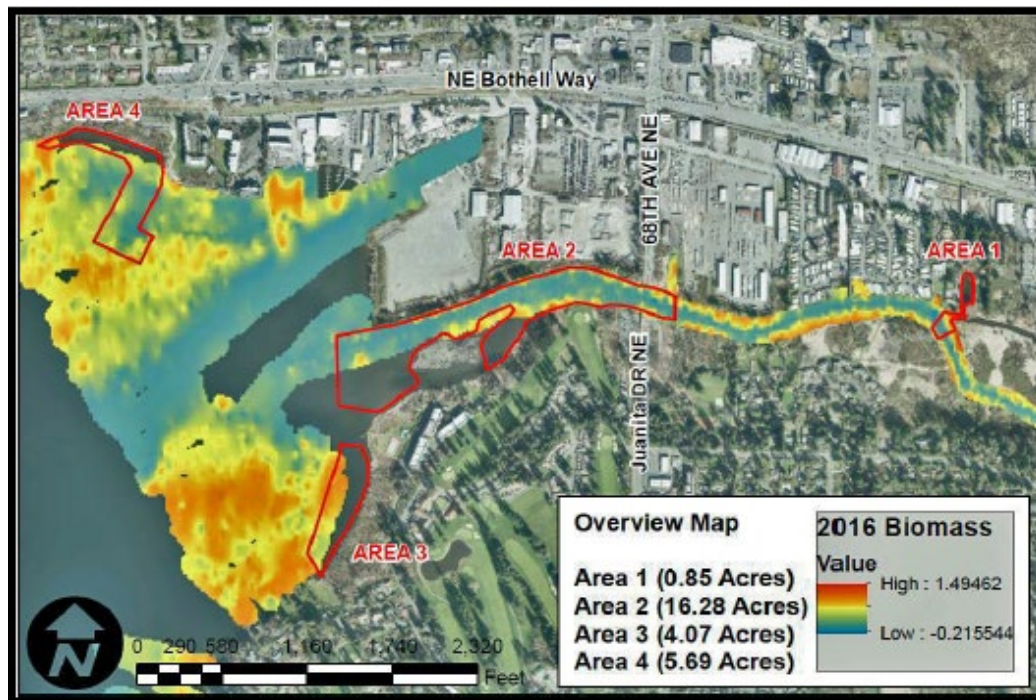


Figure 3. Kenmore 2019 Aquatic Plant Treatment Areas.

A post-treatment visual survey on June 15, 2019, indicated that Eurasian watermilfoil plants were responding to treatment, but fragrant waterlily plants were not. A post-treatment bathymetric survey was not performed in June 2019 (see Appendix A).

On July 17 and 18, NAE applied 43.5 gallons of Diquat, 1.5 gallons of Hydrothol, and 0.5 gallon of Triclopyr to 27.1 acres primarily targeting Brazilian Egeria, including:

- 10 gallons of Diquat to 5.69 acres at Log Boom Park in Lake Washington (Treatment Area 4)
- 7 gallons of Diquat to 4.07 acres and 0.5 gallon of Triclopyr to 0.25 acre at Inglewood Wetlands in Lake Washington (Treatment Area 3 and Brazilian Egeria with the Diquat and including a small test plot of Triclopyr on fragrant waterlily)

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- 25 gallons of Diquat to 16.28 acres at the mouth of the Sammamish River downstream of 68th Avenue South (Treatment Area 2), targeting primarily Brazilian Egeria
- 1.5 gallons of Diquat and 1.5 gallons of Hydrothol to 0.85 acre in Squires Landing Park in the Sammamish River (Treatment Area 1), targeting primarily Brazilian Egeria with the Diquat and filamentous algae with the Hydrothol.

A 4.5-week post-treatment survey of submersed plant biovolume on August 19, 2019, was negatively impacted by the 1-foot drop in water level interfering with sonar accuracy in shallow waters. In general, submersed plant density decreased in Squires Landing Park but did not change or slightly increased in the other treatment areas. NAE noted that no native plants or noxious weeds were inhibiting recreational use in treatment sites, aside from those vegetated by fragrant waterlily. Neither Eurasian watermilfoil nor Brazilian Egeria were present in any of the 20 rake samples collected. Little if any fragrant waterlily were controlled by the submerged applications of Triclopyr below the water surface.

NAE recommended taking a different approach than the area-wide treatment of Eurasian watermilfoil and Brazilian Egeria because these noxious weeds are so sparsely populated. The early season (May through June) treatment with Triclopyr is very expensive and appears to be ineffective because it selectively targets Eurasian watermilfoil without impacting native plants and very few milfoil plants are present in most target areas, with the exception of Squires Landing Park and some other areas of the Sammamish River. It was suggested that isolated noxious weed populations be spot treated or that area-wide treatment be conducted less frequently. Because native plants are the primary source of recreational impairment, it was recommended to treat native plant species at the beginning of the 2-week treatment window followed by a post-treatment survey and second spot treatment where needed before the end of the window. NAE also recommended modifications to the request for proposals to improve the project (NAE 2019).

RESIDENTIAL AREA MANAGEMENT

Under separate contracts with lake residents in 2017, 2018, and 2019, the licensed aquatic herbicide applicator AquaTechnex treated a fifth area located offshore of Arrowhead Point with Triclopyr and Diquat (J. Adamski, personal communication, May 5, 2020). In 2018 and 2019, the licensed aquatic herbicide applicator Lakeland Restoration Services treated areas offshore of the Inglewood Condominiums (J. Ketcham, personal communication, May 6, 2020). Pretreatment survey data were not provided for comparison to post-treatment survey data for these treatments. Residents noted the general success of treatments but were dissatisfied with inconsistency of treatments in adjacent areas from year to year and communications from City contracted companies prior to and after treatments.

Residents from Arrowhead Point have also used a weed razor to control aquatic plant growth near docks and have noted its success in slowing plant growth, but that it is a large level of effort to remove the debris after it is cut (J. Adamski, personal communication, May 5, 2020).

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COMMERCIAL AREA MANAGEMENT

The North Lake Marina did not report any treatments since issuance of the 2017 IAVMP. Under separate contracts with Kenmore Air in 2017, 2018, and 2019, a licensed aquatic herbicide applicator treated the areas surrounding the seaplane docks and marina primarily for Eurasian watermilfoil (T. Banks, personal communication, June 3, 2020). Pretreatment survey data were not provided for comparison to post-treatment survey data for these treatments. Kenmore Air noted that while these treatments were successful in the areas treated, the drift of plant material into the Kenmore Air navigation areas causes navigation issues for sea planes. This plant material likely comes from a variety of sources including the Sammamish River and other areas within Lake Washington.

2020 AQUATIC PLANT SURVEY

Herrera biologists conducted a qualitative aquatic plant survey on July 28, 2020 in targeted areas of high concern for impacts to recreational uses within City treatment areas. The survey methods and observations are briefly described below. Descriptions of target aquatic plant species are included in the IAVMP (Herrera 2017).

SURVEY METHODS

Herrera conducted an aquatic plant survey on July 28, 2020 of Lake Washington and the Sammamish River within areas previously managed by the City of Kenmore (study area) (Figure 4). The survey was conducted by two Herrera biologists (Eliza Spear and Nick Bartish) using a rowboat, underwater viewer, and aquatic plant sampling rake, and did not include underwater sonar measurements of plant biovolume.

The aquatic plant sampling rake was used to collect grab samples throughout the study area to identify submersed plant species and estimate the relative abundance of each species in the sample. Dominant species were identified based on the sample results and visual observations where one or two species were present in higher densities than all other species, and thus determined to be dominant or co-dominant. Locations of plant species were recorded on a map in the field.

SURVEY RESULTS

A total of 16 aquatic species were identified within the survey area (Table 1). Among those species, 10 are classified as noxious weed species in Washington State. A total of five plant species are common native species, and one species (*Vallisneria americana*) is a common nonnative plant that has naturalized in this area and is not considered a noxious weed. No rare native species were observed. The number and type of species observed represent a reasonably diverse aquatic plant community that is impacted by a relatively high number of invasive noxious weeds.

A total of eight dominant plant species were identified within five plant communities, as shown in Figure 4. The eight dominant submersed and floating-leaved species include:

- Four noxious weeds: Brazilian Egeria (*Egeria densa*), curly-leaf pondweed (*Potamogeton crispus*), Eurasian watermilfoil (milfoil) (*Myriophyllum spicatum*), and fragrant waterlily (*Nymphaea odorata*)
- Four native plants: common waterweed (*Elodea canadensis*), coontail (*Ceratophyllum demersum*), ribbon-leaf pondweed (*Potamogeton epihydrus*), and white-stemmed pondweed (*Potamogeton praelongus*)

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Other submersed species observed include flat-stemmed pondweed (*Potamogeton fresii*) and tapegrass (*Vallisneria americana*).

Table 1. Aquatic Plant List for the Kenmore Survey on July 28, 2020.			
Plant Type	Common Name	Scientific Name	Status
Emergent Plants	Nonnative cattail	<i>Typha</i> ssp.	Noxious Weed – Class C
	Bohemian knotweed	<i>Polygonum x bohemicum</i>	Noxious Weed – Class B
	Purple loosestrife ^a	<i>Lythrum salicaria</i>	Noxious Weed – Class B
	Reed canarygrass	<i>Phalaris arundinacea</i>	Noxious Weed – Class C
	Spotted jewelweed	<i>Impatiens capensis</i>	Noxious Weed – Class C
	Yellow-flag iris	<i>Iris pseudacorus</i>	Noxious Weed – Class C
Floating Leaved	Fragrant waterlily	<i>Nymphaea odorata</i>	Noxious Weed – Class C
Rooted Plants	Ribbon-leaf pondweed	<i>Potamogeton epihydrus</i>	Native
Submersed Plants	Brazilian Egeria	<i>Egeria densa</i>	Noxious Weed – Class B
	Common waterweed	<i>Elodea canadensis</i>	Native
	Coontail	<i>Ceratophyllum demersum</i>	Native
	Curly-leaf pondweed	<i>Potamogeton crispus</i>	Noxious Weed – Class C
	Eurasian watermilfoil	<i>Myriophyllum spicatum</i>	Noxious Weed – Class B
	Flat-stemmed pondweed	<i>Potamogeton zosteriformis</i>	Native
	Tapegrass	<i>Vallisneria americana</i>	Nonnative
	White-stemmed pondweed	<i>Potamogeton praelongus</i>	Native

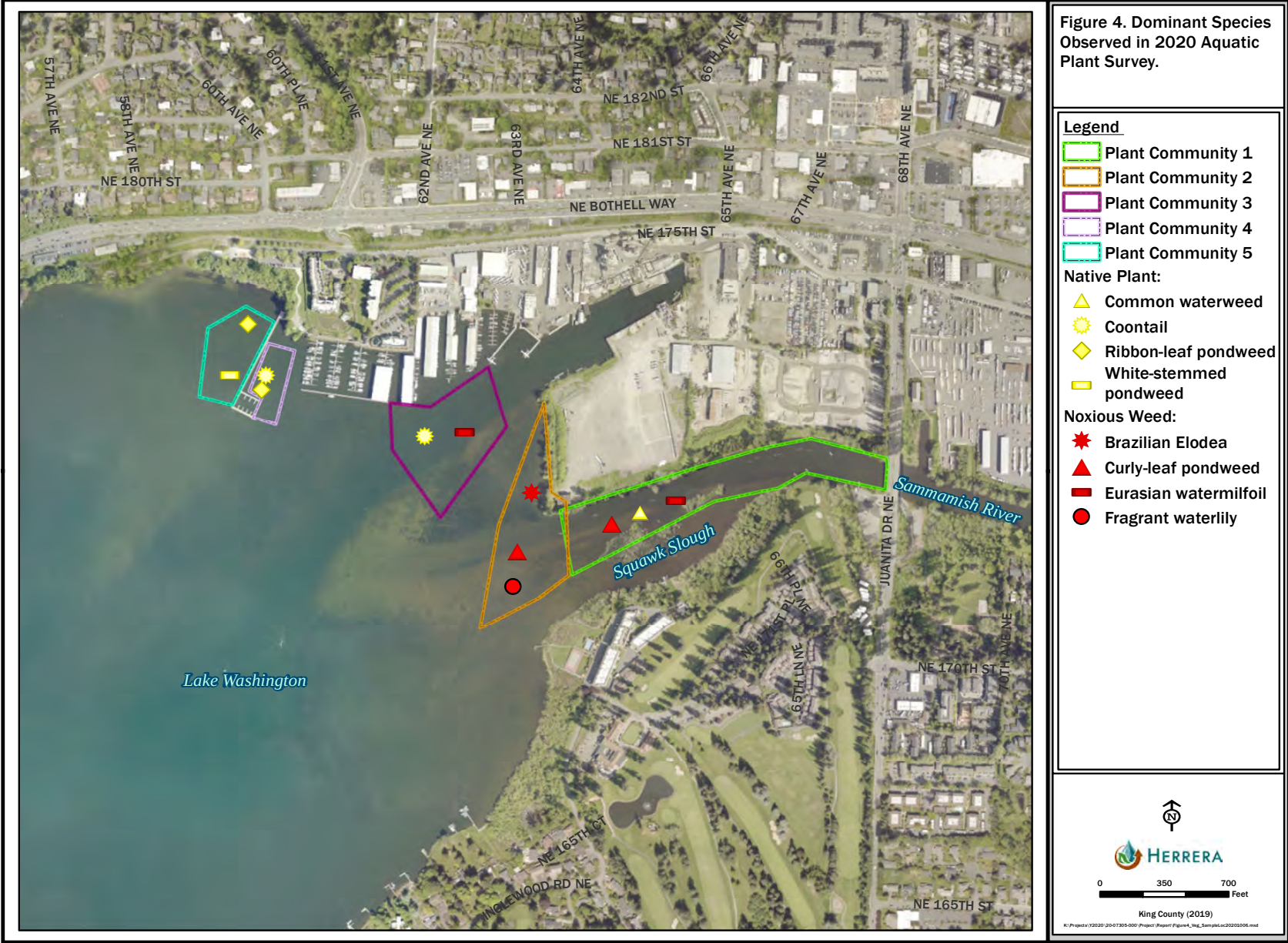
^a Purple loosestrife and garden loosestrife (*Lysimachia vulgaris*) are Class B Noxious Weeds in King County (King County 2021).

The Sammamish River was dominated by the noxious weeds Eurasian watermilfoil and curly-leaf pondweed, and the native plant common waterweed dominated a small area. Lake Washington was typically dominated by coontail and Eurasian watermilfoil in shallow areas and the native white-stemmed pondweed in deeper areas. In general, aquatic plants were the densest closest to the shoreline of the Sammamish River and Lake Washington within the survey area.

Five separate aquatic plant communities were identified in the survey area, proceeding from the Plant Community 1 in the Sammamish River to Plant Community 5 in Log Boom Park. The plant community locations are depicted in Figure 4 and briefly described below.

Plant Community 1–Lower Sammamish River

In the Sammamish River survey area from 68th Avenue NE to the mouth of the river (Plant Community 1 in Figure 4), the plant community was densest within 20 feet of the shore on both sides of the river, with aquatic plants in this area reaching the water surface and thus having the potential to interfere with recreational activities. There was a sufficient open channel to allow for boat passage in the middle of the river, with no aquatic plants within several feet of the water surface. The lower Sammamish River was dominated by the noxious weeds Eurasian watermilfoil in the upper portion and curly-leaf pondweed in the lower portion, and the native plant common waterweed in part of the lower portion.



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Plant Community 2–Mouth of Sammamish River

At the mouth of the Sammamish River (Plant Community 2 in Figure 4), curly-leaf pondweed and fragrant waterlily were densely vegetated and had a significant potential to interfere with recreational or commercial activities in this area. Shallow water depths in this area further impact motorboat navigation. Fragrant waterlily dominated the south portion, curly-leaf pondweed dominated the central channel portion, and Brazilian Egeria dominated the north portion.

Plant Community 3–Lake Washington Marina Area

Offshore of North Lake Marina in Lake Washington (Plant Community 3 in Figure 4), the plant community was dominated by milfoil in the eastern portion and coontail in the western portion. Plant density was low and unlikely to cause interference with recreation.

Plant Community 4–East of Log Boom Park Dock

On the east side of the dock in Log Boom Park, the plant community was dominated by the native plants coontail and ribbon-leaf pondweed. The overall plant density was low and unlikely to cause interference with recreation.

Plant Community 5–West of Log Boom Park Dock

On the west side of the dock in Log Boom Park, the plant community was dominated by the native plants ribbon-leaf pondweed in the nearshore area and white-stemmed pondweed in the offshore area. The plant community was denser on the west side than the east side of the boat dock. Dense growth of white-stemmed pondweed grew within 1 foot of the water surface had the potential to interfere with recreational activities in this area.

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AQUATIC PLANT CONTROL ALTERNATIVES UPDATE

The 2017 IAVMP provides a complete description of Aquatic Plant Control Alternatives. This update includes only those alternatives which are new or updated additions since the 2017 IAVMP. Control methods recommended by King County for noxious weeds are available on the King County Noxious Weeds Website: <https://kingcounty.gov/services/environment/animals-and-plants/noxious-weeds.aspx>

Updates are provided below for manual control, biological control, and herbicide treatment alternatives. Additional information on costs for submersed aquatic plant management were obtained for this update and are summarized in Table 2.

Table 2. Submersed Aquatic Plant Management 2020 Cost Estimate Update.						
Method	2016 IAVMP Unit Cost	2020 Areal Cost (\$/acre)	2020 Areal Rate (acres/day)	2020 Daily Rate (\$/day)	2020 Disposal Cost (\$/ton)	2020 Mobilization Cost (\$/day)
Manual Control						
Hand Pulling ^a	NA	\$13,800	0.2 acres	\$2,760	\$160	\$75
Suction Dredging ^a	\$1,500-\$2,000/day	\$5,000-\$6,400	0.7 acres	\$3,500-\$4,500	\$160	\$350
Burlap Bottom Barrier ^a	\$0.75/sq. ft.	\$74,052 (\$1.70/sq. ft.)	0.15 acres	\$11,100	n/a	\$75
Mechanical Harvesting ^b	NA	\$3,780	1.0-1.5	\$1,750-5,670	\$160	\$2,700 (included)
Herbicide Treatment						
Triclopyr ^c	\$700/acre	\$430	<40	NA	\$0	Included
Diquat ^c	\$500/acre	\$115	<40	NA	\$0	Included
ProcellaCOR ^d	NA	\$1,500	<40	NA	\$0	Included

^a 2020 costs based on estimates provided by Joe Markman, Lake Defense Force, personal communication, October 2020.

^b 2020 costs based on estimates provided by Kyle Steelhammer of Northwest Aquatic Management, personal communication, October 2020 and Terry McNabb of Aquatechnex, personal communication, December 2020.

^c 2020 costs based on contractor bids to the City of Kenmore for 2019 with 5 percent inflation rate and including notification, pre- and post-treatment surveys, and reporting.

^d 2020 costs based on estimates provided by Terry McNabb, Aquatechnex, personal communication, October 2020.

NA = Not applicable or available.

MANUAL CONTROL

Diver suction dredging is recommended for non-chemical, manual control of aquatic plants because it is the most cost-effective of the manual methods. Divers selectively adjust the suction dredge to deter regrowth of invasive plants by removing all roots and other plant parts, while

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removing only the upper portions of native plants to reduce boating impacts without removing their roots to allow regrowth and reduce establishment of invasive plants in their place. Hand pulling and bottom barriers are much more expensive than diver suction dredging. Burlap bottom barriers cover all plants and allow faster colonization by invasive plants on the barrier. Mechanical harvesting is slightly less expensive than diver suction dredging but is less effective because it does not remove invasive plant roots and leaves lower portions of invasive plants to outgrow the native plants.

Suction dredging should be initiated in early summer before plant growth reaches the water surface. It is anticipated that suction dredging will provide adequate control of invasive plant growth for approximately two years because invasive plant roots will be removed. Suction dredging intensity and rate should vary depending on the plant species and observed density. Suction dredging requires an individual HPA permit and use of proper equipment to control plant fragment escapement and turbidity impacts. Requests for treatment outside published timing windows are reviewed by WDFW through individual HPA permit requests.

BIOLOGICAL CONTROL

The City researched milfoil weevils as a biological control alternative for Eurasian watermilfoil. Milfoil weevils are not currently commercially available in the state of Washington and are not allowed due to concern about the risks of importing new watermilfoil subspecies when sourcing the weevils from out of state.

HERBICIDE TREATMENT

ProcellaCOR™ with the common name florypyrauxifenbenzyl, is a recently approved aquatic herbicide. In February 2018, the US Environmental Protection Agency (US EPA) certified registration of ProcellaCOR™ as a selective herbicide that can be used to treat hydrilla, watermilfoil, and crested floating heart. ProcellaCOR™ is approved for aquatic use and has been given a Reduced Risk status from the US EPA because of the reduced risk to human health and native plants in comparison to alternative herbicides.

Ecology issued a supplemental environmental impact statement in August 2017 that includes ProcellaCOR™ (TRC 2017) and Ecology approved its use in the modified Aquatic Noxious Weed Management General Permit effective on July 5, 2019 (Ecology 2019). If used, full precautions will be taken during applications in Kenmore to ensure that ProcellaCOR™ concentrations do not exceed the amounts at which hazards can arise by not exceeding amounts specified by US EPA on the product label. Permit applicants should take care to observe all permit conditions, including notifications and public notice. There are no timing restrictions for fish or other priority species for using ProcellaCOR™ in Lake Washington or the Sammamish River (Ecology 2019).

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ProcellaCOR™ is a systemic, selective herbicide that is applied as a liquid directly into the water or sprayed onto emergent foliage of aquatic plants (TRC 2017). ProcellaCOR™ is quickly absorbed by aquatic vascular plants through shoots and leaves and should be applied during active growth periods of targeted plant species to be most effective. It is particularly effective for spot treatments in flowing waters and large water bodies because it has a short contact exposure time, which typically ranges from 12 to 24 hours and up to a maximum of 72 hours depending on application rate and target weed. There are no human exposure restrictions for recreational purposes, including swimming and fishing. Due to its low aquatic toxicity, high effectiveness on Eurasian watermilfoil, and high species-selectivity preventing harm to native plants, ProcellaCOR™ is recommended for spot treatment of Eurasian watermilfoil in Lake Washington and the Sammamish River within the city of Kenmore. ProcellaCOR™ is licensed to a limited number of applicators in the United States who have been trained in its use, and at this time is only available through one local treatment company, Aquatechnex.

SELECTED ACTION STRATEGY AND IMPLEMENTATION

ACTION STRATEGY

The City of Kenmore has added the following aquatic plant management strategies for this update to be implemented in 2021:

- Use non-chemical methods of control where feasible and not cost-prohibitive.
- Reduce the amount of herbicide application by focusing treatment on smaller, high use areas where aquatic plants grow close to the water surface and significantly impact motorboating by entanglement in boat propellers.
- Adaptively manage aquatic plants by adjusting herbicide application areas based on pre-treatment surveys of plant density and, if necessary, adjusting chemical formulations based on the changes in plant species composition.

IMPLEMENTATION

Permitting

Managing aquatic plants requires permit(s) from the City as well as other state agencies, such as the Department of Ecology (Ecology) or Department of Fish and Wildlife (WDFW). This section provides context and guidance on the permitting processes required to conduct aquatic weed management strategies discussed in this document. The overarching purpose for aquatic plant removal permits is to protect riparian and littoral zones.

Several sections of the Washington Administrative Code (WAC) address requirements for removal of aquatic weeds. The State Environmental Policy Act (SEPA) requires a review process that identifies and analyzes environmental impacts. The Shoreline Management Act of 1971 (Chapter 90.58 RCW-Revised Code of Washington) provides guidelines for permitted uses, with protection of the environment the primary consideration (RCW 90.58.020). In addition, Kenmore Municipal Code (KMC) Chapter 16 focuses on protection of the environment while also allowing for reasonable use of public or private property.

The City of Kenmore Development Services Department (DSD) is responsible for oversight of proposed development and permitting throughout the City of Kenmore. DSD will look specifically at the criteria listed in the WAC, SEPA, Shoreline Management Act, and

For questions about permits contact DSD by email at permittech@kenmorewa.gov or by phone at 425-398-8900.

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KMC to determine what potential impacts to critical areas must be avoided and what restoration or rehabilitation to critical areas will be required.

The current Kenmore City Council has stated a preference for non-herbicide management of aquatic invasive and nuisance plants as the most ecologically sound option for most projects. In response, the City has established a streamlined process for acquiring the necessary aquatic weed removal permit(s) for non-herbicide removal/management performed as described in the City of Kenmore 2017 IAVMP. An Ecology permit or WDFW Hydraulic Project Approval (HPA) may also be required, as outlined in the following sections on herbicide treatment and non-herbicide management.

Most of the strategies discussed in the IAVMP involve hiring an experienced, licensed contractor. Whether the contractor is applying herbicides or conducting non-herbicide strategies, they will typically manage the permit process for their clients. Because outside agencies are involved, it's wise to allow a minimum of 45 days after hiring a contractor for permit approval and acquisition.

Permitting requirements are summarized in Table 3 and described separately for each type of management.

Table 3. Aquatic Plant Management Permit Requirements.						
Method	SEPA Review or Exemption by City of Kenmore Required?	Shoreline Permit Exemption Letter from City of Kenmore Required?	Aquatic Plant and Algae Management Permit from Ecology Required?	Hydraulic Project Approval (HPA) Permit from WDFW Required?	Who Applies for Permit/ Who Approves Permit?	Time Required for Permit Approval
Herbicide Treatment	No	No	Yes	No	Applicator/ Ecology	Not applicable
Hand Pulling	Yes	Yes	No	Yes	Contractor/ City & WDFW	45 days
Suction Dredging	Yes	Yes	No	Yes	Contractor/ City & WDFW	45 days
Bottom Barrier	Yes	Yes	No	Yes	Contractor/ City & WDFW	45 days
Mechanical Harvesting	Yes	Yes	No	Yes	Contractor/ City & WDFW	45 days

Ecology = Washington Department of Ecology; WDFW = Washington Department of Fish and Wildlife

Non-Herbicide Management of Noxious Weeds

The first step in obtaining permits for non-herbicide management of noxious weeds is completion of an IAVMP Shoreline Substantial Development Permit Exemption (IAVMP SSDX) checklist (Form 209.1) for review by the City of Kenmore DSD. The checklist outlines what information is required and references important sections of Code. The checklist must clearly identify what types of plants are targeted for removal. If the targeted plants are noxious weeds

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and there is minor and incidental removal of beneficial plants, that is allowable under a shoreline exemption. However, the removal of beneficial plants must truly be incidental and minor in nature for the project to qualify for an exemption. If the intent is to remove both noxious weeds and beneficial plants, or if both are targeted, an exemption does not apply and a more thorough review is required (see Non-Herbicide Management of Beneficial Plants below).

The IAVMP SSDX application can be completed online at <www.mybuildingpermit.com>. Specific requirements and costs for each project will be determined upon completion of the application. Once reviewed by the City of Kenmore DSD, a Shoreline Exemption Approval letter will be issued (if applicable). A copy of the exemption letter will be required by WDFW. WDFW will review the project, and is available for consultation during the review process, to determine whether an Individual Hydraulic Project Approval (HPA) Permit is required, or if the work will be covered by the Aquatic Plants and Fish Pamphlet (WDFW 2015).

Manual plant control in or along the shores of the Sammamish River *may* be covered by the Pamphlet HPA, providing all conditions in the Pamphlet HPA will be met including adherence to the narrow project timing window of August 1 through 31 for the Sammamish River (see Table 2 in WDFW 2015). The Pamphlet HPA must be on the project site and produced upon request by WDFW. However, completing the SEPA Checklist and applying for an Individual HPA may provide greater flexibility in carrying out the project. For instance, an Individual HPA request is reviewed by WDFW biologists and work outside the fish timing window specified in the Pamphlet HPA may be allowed on a case-by-case basis.

Aquatic weed removal in Lake Washington has different requirements than the Sammamish River. All manual control methods implemented by a contractor in or along the shores of Lake Washington require an Individual HPA Permit from the WDFW. Unless the project is small and limited to hand pulling on private property by the property owner, a permit application is completed by the Contractor through the online Aquatic Protection Permitting System (WDFW 2020b) and the application is reviewed and either approved (through issuance of an HPA permit) or denied within 45 days. Small hand pulling projects by property owners are covered under the Pamphlet HPA (WDFW 2015). Manual control methods in both Lake Washington and the Sammamish River have timing tables restricting manual control to between August 1 and 31 (see Table 2 in WDFW 2015), but extension of this narrow timing window may be allowed by WDFW depending on the control method and area.

Steps for non-herbicide management of noxious weeds include:

1. Complete City of Kenmore 209.1 IAVMP SSDX checklist and review with Development Service's Permit Coordinator.
2. Shoreline Exemption Approval letter issued by the City if the project qualifies for an exemption.
3. Hire contractor and provide City's SSDX Exemption letter to contractor for submission to WDFW (Contractor applies for appropriate permit).

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4. After WDFW review, work is performed in compliance with IAVMP and WDFW Individual HPA or Pamphlet HPA.

Non-Herbicide Management of Beneficial Plants

Removal of plants not identified on the State's noxious weed list may be more complicated to provide general guidance on because 1) there isn't a general permit outlining specific requirements such as with herbicide treatment, 2) regulations may be interpreted differently on a case-by-case basis, and 3) different regulatory agencies may use different terminology and have different and sometimes conflicting goals for plant management. As a result, the process of removing or controlling beneficial aquatic plants (also referred to as "native," "non-invasive," "nuisance," etc.) requires a more substantial review, including the following:

- Shoreline Substantial Development Permit (SSDP)
- Shoreline Conditional Use Permit (SCUP)
- State Environmental Policy Act (SEPA)

Applicants should complete Checklist #208 and #210 and the SEPA Environmental Checklist through <www.mybuildingpermit.com>, and expect approximately at least 6 months for the review process to be completed.

Herbicide Treatment

Herbicide treatment of invasive aquatic weeds on the State's Noxious Weeds list does not fall under the Shoreline Management Act and a Shoreline Permit. Exemption is not required, nor is a SEPA review required, provided that the guidance within the IAVMP is followed. The 2016 IAVMP incorrectly stated that a Shoreline Permit was required for herbicide treatment. Instead, herbicide treatment is regulated by the Washington State Department of Ecology's Aquatic Plant and Algae Management General Permit or APAM (Ecology 2019). This permit establishes requirements, including notification, timing, application, and reporting for shoreline and in-water herbicide treatment of noxious weeds, native nuisance plants, and algae. The herbicide applicator obtains the appropriate General Permit from the Department of Ecology.

The steps for herbicide treatment permitting include:

1. Hire licensed herbicide applicator. The applicator must be licensed in Washington State with an aquatic endorsement. An applicator's license can be confirmed on the Washington State Department of Agriculture's website under the "Pesticide and SPI License Lists" section.
2. Licensed applicator applies for permit from Department of Ecology.

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3. Treatment of aquatic weeds under the terms of the permit (notification, timing, reporting requirements are outlined in the permit).

City Projects

As described above, the City implemented the 2017 IAVMP in 2018 and 2019 by herbicide treatment of invasive nonnative submersed plants, nuisance native submersed plants, and fragrant waterlily in the following four of the eight priority areas: Log Boom Park, Rhododendron Park, Squires Landing Park, and the public boating area from the boat launch to the mouth of the Sammamish River. The City also treated these same plants in the Inglewood Wetlands in Lake Washington, which was designated as a conservation area by 2017 IAVMP and not targeted for treatment, however, the area was treated because of the high prevalence of invasive plants. The City did not implement any of the physical control methods of harvesting, bottom barriers, or hand pulling.

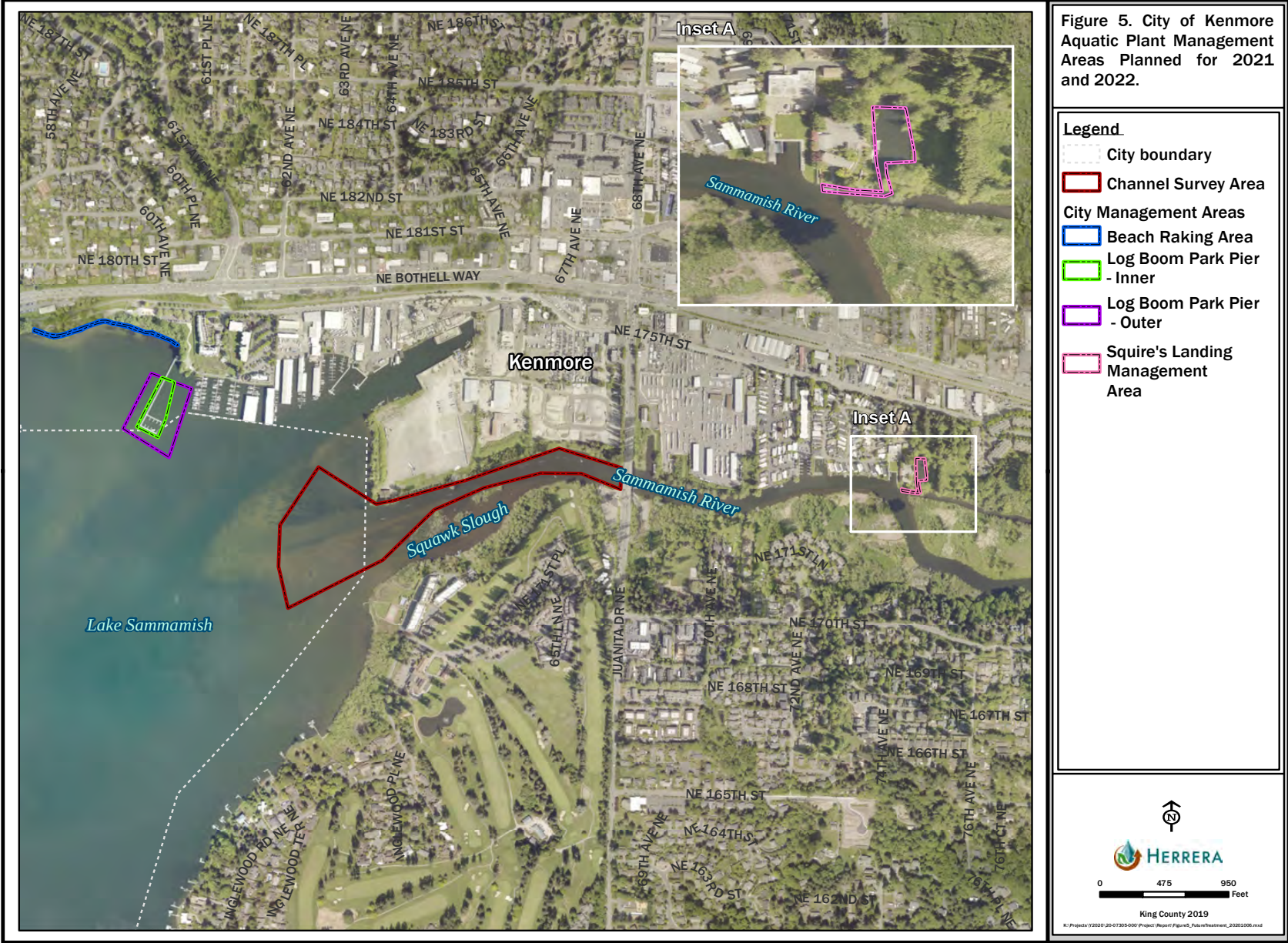
For future implementations by the City of Kenmore, the City will continue to regularly evaluate the management of aquatic weeds and the effectiveness of plant management strategies employed to date. The City will continue to hire contractors for herbicide treatments and manual control in public areas. The City will provide education and training to encourage residents to combine efforts in residential and commercial areas to manually remove aquatic plants or contract for herbicide treatment of noxious weeds.

The City plans to focus future aquatic plant management efforts in the areas surrounding public parks and navigation channels for recreational and commercial uses. The City will focus most management efforts in areas around Log Boom Park and Squire's Landing Park because of the high public use and dense vegetation commonly present in these areas. The proposed management strategies for these and other public use areas are outlined below in order from east to west (Figure 1), based on existing plant communities, feasible management methods, and results of recent herbicide treatments. Management strategies should be adjusted each year as needed based on current plant survey information and past performance.

Squire's Landing Park

The aquatic plant community at Squire's Landing Park is dominated by Eurasian watermilfoil that forms a dense surface canopy impacting active boating in the adjacent river. The planned aquatic plant management area is shown in Figure 5.

The control alternative recommended for this area is diver suction dredging. If this manual method is ineffective or not possible due to shallow depths, then herbicide treatment using ProcellaCOR™ may be used to control Eurasian watermilfoil in this area. Treatment with milfoil weevil is not viable due to a lack of availability of the weevil.



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ProcellaCOR™ is recommended as the backup management method for this area due to its low aquatic toxicity, high effectiveness on Eurasian watermilfoil, rapid uptake by milfoil in flowing waters, and high species-selectivity preventing harm to native vegetation. ProcellaCOR™ does not require repeated applications, so one spring application per year in the chemical treatment area is anticipated to be sufficient for spot treatment of Eurasian watermilfoil.

After the population of Eurasian watermilfoil is controlled in the control area, the area will be monitored to determine whether follow up algae control is necessary. If excess algae growth develops (e.g., surface scum covering over 50 percent of the treatment area), short-term algae control may be achieved by applying a state-approved algicide. If algae control is needed beyond 2021, then long-term algae control techniques using non-chemical methods should be evaluated (e.g., mixing, shading, or nutrient inactivation).

Middle Sammamish River

This area of Sammamish River connects Squire's Landing Park with Lower Sammamish River (as shown in Figure 1) and provides the public access to and from these public areas. Treatment is not targeted for this area in 2021 and 2022 because the aquatic plant community, which is dominated by Eurasian watermilfoil, is dense along the river banks but not in the central portion of the river, providing unobstructed boat access to Lake Washington from Squire's Landing.

Lower Sammamish River (Including Rhododendron Park and WDFW Boat Launch)

Aquatic plant management in the Sammamish River at Rhododendron Park and the public boat launch is not targeted for treatment in 2021 and 2022 because the aquatic plant community, which is dominated by Eurasian watermilfoil, is dense along the river banks but not in the central portion of the river, providing unobstructed boat access to Lake Washington from the WDFW boat launch. As noted below for the East Open Water area, the area beyond the river mouth and included in the Channel Survey Area in Figure 5 also should be surveyed each year to assess the potential need for treatment within all or some of this area because the noxious weed curly leaf pondweed dominated this area in 2020.

Inglewood Wetlands

The recommendation remains the same as it was presented in the 2017 IAVMP and the Inglewood Wetlands, identified as a conservation area, will not be targeted for treatment unless the fragrant water lilies further encroach upon the navigation channel and obstruct boat access from the river to the lake.

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East Open Water

Moderate to dense growth of both native and invasive aquatic plant species are typically present in the East Open Water Area of Lake Washington (Figure 1). Management is not targeted for this area in 2021 and 2022 due to the large size of these areas and associated high management cost.

Portions East Open Water Area adjacent to the mouth of the Sammamish River as depicted as the Channel Survey Area in Figure 5 should be surveyed each year to assess the potential need for control within all or some of this area. Very shallow water and dense curly leaf pondweed were observed to partially obstruct boat navigation through this area in 2020. If boat navigation in this area is severely obstructed in the future, then the City should consider directing boats away from obstructed portions of the area using navigation buoys or suction dredging obstructed portions of the area as appropriate. As described below for the Monitoring and Evaluation Plan, it is recommended that sonar equipment be used to measure plant biovolume and delineate areas where plants grow within 1 foot of the water surface and impact motorboat navigation. Depending on the plant communities observed during each survey, appropriate control methods should be used to target those specific plant communities to maintain recreational access. Mechanical harvesting or suction dredging are recommended as the primary treatments for this area. If necessary, herbicides may be used in the event manual methods are insufficient to control vegetation which interferes with access to this area.

West Open Water

Moderate to dense growth of both native and invasive aquatic plant species are typically present in the West Open Water Area of Lake Washington (Figure 1). Management is not targeted for this area in 2021 and 2022 due to the large size of the area and associated high management cost. If boat navigation in this area is severely obstructed in the future, then the City should consider providing boating access lanes through the West Open Water Area from the dock in Log Boom Park to the deep portion of the lake.

Log Boom Park

The strategy for Log Boom Park in 2021 is to focus management of aquatic plants in the vicinity of the dock where motorboating is most impacted and to improve access by hand-carried boats launched from shore on the east side of the dock.

Aquatic plant growth in the shallow waters near shore will be managed as necessary to maintain recreational access to the area. The aquatic plant community surrounding the public dock at Log Boom Park is dominated by the native plants coontail, white-stemmed pondweed, and ribbon-leaf pondweed, and include an abundance of the nonnative plant tapegrass. Noxious weed abundance was low in 2020 in the immediate vicinity of the dock, but an abundance of Eurasian watermilfoil has been observed and treated in this area in previous years.

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Large amounts of aquatic plant fragments accumulate on the lake shore in Log Boom Park. The source of these fragments extends very far from shore and aquatic plant management in the vicinity of the shore would not significantly affect fragment accumulation on shore. Management of fragment accumulation on shore is best performed by raking and disposal (in compost) of the plant fragments to reduce aesthetic and recreational impacts of large accumulations on shore. Regular shoreline cleanup of aquatic vegetation and detritus is recommended to maintain safe access to the lake in Log Boom Park.

Costs, advantages, and disadvantages of manual management methods were for Log Boom Park are compared in Table 4 for the inner and outer pier areas shown in Figure 5.

It should be noted that major portions of Log Boom Park and Squire's Landing Park will be closed for approximately two years from Summer 2021 through Summer 2023 to construct major park improvements approved by voters in 2016 through the City's Walkways and Waterways bond measure. It's unknown at this time how this construction will impact in-water treatment undertaken by the City. More information on these projects can be found by visiting the City's Walkways and Waterways web page at <<https://www.kenmorewa.gov/our-city/current-projects/walkways-and-waterways>>.

Diver suction dredging is recommended for non-chemical, manual control of aquatic plants in Log Boom Park because it is the most cost-effective manual method. Divers selectively adjust the suction dredge to deter regrowth of invasive plants by removing all roots and other plant parts, while removing only the upper portions of native plants to reduce boating impacts without removing their roots to allow regrowth and reduce establishment of invasive plants in their place. Hand pulling and bottom barriers are much more expensive than diver suction dredging. Burlap bottom barriers cover all plants and allow faster colonization by invasive plants on the barrier. Mechanical harvesting is slightly less expensive than diver suction dredging but is less effective because it does not remove invasive plant roots and leaves lower portions of invasive plants to outgrow the native plants.

Suction dredging should be initiated in early summer before plant growth reaches the water surface. It is anticipated that suction dredging will provide adequate control of plant growth for two years because invasive plant roots will be removed. Suction dredging intensity and rate should vary depending on the plant species and observed density. Suction dredging requires an individual HPA permit and use of proper equipment to control fragment escapement and turbidity impacts.

Mechanical harvesting is also a viable option for controlling vegetation in this area. Mechanical harvesting has the advantage of leaving native plant roots intact while also reducing the amount of vegetation growth to the surface. Mechanical harvesting should be initiated on two occasions in both early and late summer to control regrowth all summer.

Herbicide application would be less expensive and may be used as a contingency to mechanical methods if greater coverage is needed or adequate funding is not available. Diquat may be used to control both the native and invasive vegetation around the dock as an alternative to bottom

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barriers. Diquat application would be a lower level of effort and cost for the City to control vegetation in this area. The actual treatment area may vary based on the pre-treatment survey results. Diquat can only be applied within the approved fish window for Lake Washington that extends from July 16 through July 31 for protection of sockeye salmon spawning (WDFW 2016). It is anticipated that only one treatment in the last two weeks of July would be needed each year.

Commercial and Residential Projects

No commercial management efforts were reported since the 2017 IAVMP at the North Lake Marina. Kenmore Air reported annual treatments that were successful; however, ongoing navigation issues were caused by plant drift resulting from inconsistent treatment in adjacent areas. The US Army Corps of Engineers will be conducting maintenance dredging of the Kenmore Federal Navigation Channel in the winter of 2020 to 2021 (Figure 5). This maintenance dredging is intended to enable continued access to the Kenmore Industrial Park but will also disturb the Eurasian watermilfoil and coontail in this area, inhibiting plant growth. Commercial treatment is determined by individual businesses independently from the City.

The only residential project using herbicides was for Arrowhead Point where Triclopyr was used for Eurasian watermilfoil control and Diquat was used for Brazilian Egeria and nuisance native submersed plant control. Treatment undertaken in residential areas is determined by individual sponsors (homeowners associations, etc.) independently from the City. Residents have also used a weed razor to control aquatic plant growth near docks.

The City recommended in the 2017 IAVMP that waterfront residents consider the formation of a Plant Management Association. This type of volunteer organization, formed by, run by, and for the benefit of, waterfront residents could provide an opportunity for residents to pool their resources and/or work in tandem with one another to employ approved management strategies such as jointly contracting with an herbicide-application company or harvester, manual removal of plants, installation of bottom barriers, and other management strategies outlined in this plan. A residential community organization has not been formed and is not planned for the near future.

Communication

Successful implementation of this plan revolves around a collective sharing of information. The City will endeavor to keep the public informed through the City's IAVMP web page by using this portal to convey current and future plant management strategies for public areas.

The City will make reporting requirements clear in Requests for Proposals from contractors and consistent between years to create a usable record of past treatments for comparison and analysis. The requirements for monitoring and evaluation are further detailed in the Monitoring and Evaluation Plan section of this update. The treatment plans and reports, along with other useful links and information, will be made available on the City's IAVMP webpage at: <http://www.kenmorewa.gov/IAVMP>.

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Table 4. Comparison of Aquatic Plant Strategies for 2021 in Log Boom Park.					
Method	Description	Annual Cost	Advantages	Disadvantages	Recommendation
Herbicide	Herbicide may be used to control both the native and invasive vegetation around the pier but would be adjusted based on pre-treatment survey results. Based on the current plant communities observed in this area, Diquat is the recommended herbicide to be applied once each year. Diquat is a broad-spectrum, short-term contact herbicide that does not kill plant roots.	\$900 for the 1.8-acre inner pier area. \$2,600 for the entire 5.3-acre area.	Cost is considerably lower than non-herbicide options. Application can cover large area quickly and often be completed in less than one day with contact advisories lasting less than 24 hours.	Requires permit from Ecology. Diquat can only be applied during fish timing window of July 16 through July 31, general negative perception of pesticides/herbicides due to potential impacts if not applied properly.	Yes, if full control of target weeds is desired using one strategy and budget is of concern. If used in conjunction with other strategies, less herbicide treatment would be needed.
Bottom Barrier	A bottom barrier would provide control of all target weeds observed in this area for at least one year and is expected to last two years on average, so the annual cost is based on two years of effectiveness.	\$67,000 for 1.8-acre the inner pier area. Not applicable to entire 5.3-acre area.	Effective for treatment of all aquatic weeds without use of herbicides or water quality impacts. Treatment can remain effective for more than one growing season. Biodegradable barriers do not require physical removal after use.	Requires individual HPA permit from WDFW. This strategy is a very expensive alternative compared to other treatment strategies and with a comparatively slow installation process that may potentially impact use of the pier. Non-biodegradable barriers require removal after 2 years of use biodegradable barriers may lessen effectiveness over time. There is a risk of barriers becoming dislodged from anchors and impacting boating. Faster colonization of invasive plants on top of the barrier.	No, too expensive for large areas.
Shore Raking	Large amounts of aquatic plant fragments accumulate on the lake shore in Log Boom Park. Management of fragment accumulation on shore is best performed by raking and disposal (in compost) of the plant fragments to reduce aesthetic and recreational impacts of large accumulations on shore. Regular shoreline cleanup of aquatic vegetation and detritus (debris) is recommended to maintain safe access to the lake in Log Boom Park. This work would most likely be conducted by City staff.	\$10,000.	This strategy does not require use of herbicides or other intrusive weed control methods. Provides aesthetically pleasing shoreline in park area.	This is primarily a ‘cosmetic’ strategy and does not prevent or control the growth or spread of weeds.	Yes
Hand Pulling by Divers	A team of divers, with 2-person surface support team, hand remove weeds from the target area. Weeds are collected and disposed of appropriately. Divers can cover approximately 0.2 acres per day. Expected to last two years with invasive plant root removal.	\$24,840 for 1.8-acre inner pier area. \$73,140 for the 5.3-acre entire area.	This strategy does not require use of herbicides. All target weeds can be managed using this strategy. Can include removal of all invasive plant parts but selective removal of native plant shoots without roots to favor native plant growth.	Requires individual HPA permit from WDFW. This strategy is a very expensive alternative compared to other treatment strategies. This process is also much slower than other options and may take up to 25 working days to complete treatment of the complete area (9 days directly adjacent to pier), which may potentially impact use of the pier. In addition, some of the dominant species observed in this area have extensive root systems that would slow and limit long-term effectiveness of removal.	No, suction dredging is a less costly and more effective alternative strategy for this large area covered by native and invasive plants.
Suction Dredging by Divers	One diver, with 2-person surface support team, conduct suction dredging along the bottom of the target area. Weeds are collected and disposed of appropriately. Divers can cover approximately 0.7 acres per day. Expected to last two years with invasive plant root removal.	\$11,000 - \$54,000 for 1.8-acre inner pier area. \$32,000 - \$159,000 for the entire 5.3-acre area. Cost estimates provided by two vendors that vary widely depending on plant species/density.	This strategy does not require use of herbicides and allows divers to strategically remove roots of invasive plants and leave the roots of native plants intact while removing tops to reduce nuisance vegetative growth during the peak recreational season All target weeds can be managed using this strategy. Expected to last two years with root removal.	Requires individual HPA permit from WDFW. This strategy is an expensive alternative compared to other treatment strategies. This process is slower than other options and may take up to 8 working days to complete treatment of the complete area (2.5 days directly adjacent to pier), which may potentially impact use of the pier.	Yes, this appears to be a financially viable non-chemical strategy if greater control than harvesting is desired. Implementation does take several days so consideration of pier use impacts, similar to hand pulling and bottom barriers, should be considered.
Mechanical Harvesting	An aquatic plant harvester consists of a pontoon boat with paddle wheels and is equipped with a 5-feet deep (or 8-feet deep on some models) cutting head that conveys the cut plants onto the boat. The collected weeds are conveyed to a trailer for disposal, preferably at a compost facility. Harvesting rates range from 1 to 4 acres per day depending on transport distance, wind, underwater obstructions, and plant biomass. Expected to require two cuts per season (e.g., late June and early August) due to plant regrowth of about 0.5 feet per week.	\$13,700 for 1.8-acre inner pier area. \$40,000 for the entire 5.3-acre area.	This strategy does not require use of herbicides. All target weeds can be managed using this strategy. Faster rate than other non-chemical methods. Less fish habitat impact than other non-chemical strategies because not all plants are removed.	Requires individual HPA permit from WDFW. Strong onshore winds may delay or reduce effectiveness of weed removal due to navigation and visibility issues. May increase accumulation of plant fragments on shore.	No, suction dredging is a less costly and more effective alternative strategy for this large area covered by native and invasive plants.

LAKE WASHINGTON AND THE SAMMAMISH RIVER WITHIN CITY OF KENMORE IAVMP 2020 UPDATE

The City will encourage residents to report to the City their aquatic plant management activities and the relative effectiveness of those activities. The City hopes to use the IAVMP webpage as a portal to solicit public input and share information to improve collective effectiveness of City, commercial, and residential aquatic plant management projects.

In addition, the City of Kenmore will continue to reach out to upstream jurisdictions to orchestrate joint plant management strategies. Conversations with upstream jurisdictions to date have garnered interest in continuing to stay in communication about the management of aquatic weeds in north Lake Washington and the Sammamish River as a whole.

MONITORING AND EVALUATION PLAN

Several different aquatic plant control-related monitoring and evaluation needs are identified for the City of Kenmore, including aquatic plant surveys and evaluation of aquatic plant management activities. These survey and evaluation activities are described below.

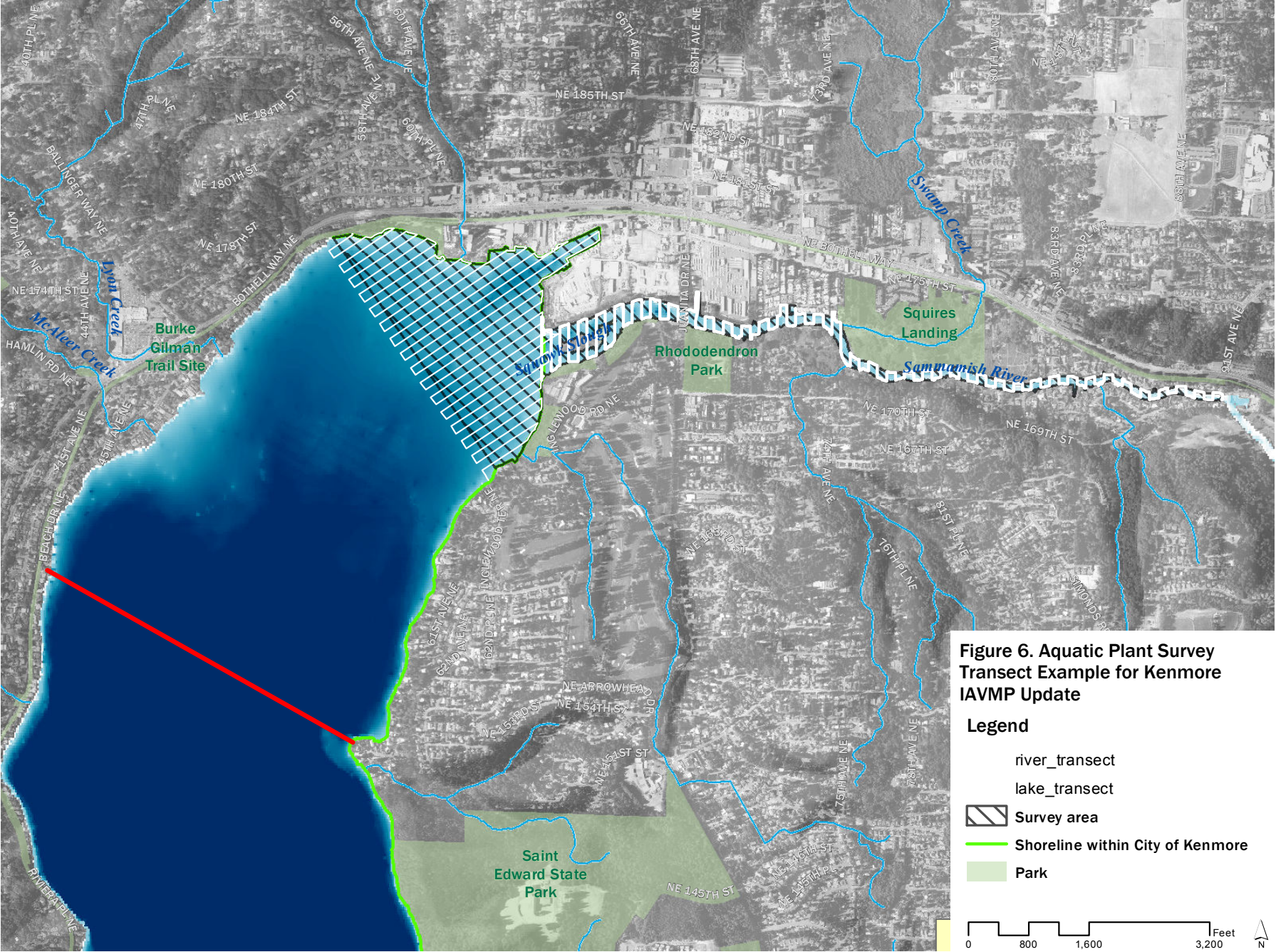
AQUATIC PLANT SURVEYS

Ongoing surveys and mapping will be necessary to evaluate the effectiveness of treatment strategies, to inform future treatments, and to detect new infestations of invasive plants. In response to the planned treatments, the aquatic plant community in the city of Kenmore may be in flux. It is critical that frequent and thorough surveys continue to document these changes and to detect new problems.

Subject to funding availability, a GPS/GIS survey and mapping effort of the entire City of Kenmore shoreline is recommended to be performed by a contractor as a regular component of the long-term surveillance and management program. This survey effort will identify all plant species present in public areas of the lake and river and their relative abundance at each location. The boat survey should be conducted along transects perpendicular to shore and spaced no more than 150 feet apart. Figure 6 presents an example map of survey transect spacing.

An underwater video camera and/or an aquatic plant sampling rake should be used to identify submersed aquatic plant species periodically observed along the transects, and observation positions should be recorded on a map and by GPS. Underwater sonar equipment with GPS should be used to gather plant height data and processed to prepare a map of water depth and submersed aquatic plant density within the survey area. Plant density should be measured as biovolume, which represents the fraction (0 to 1) of the water column occupied by plant matter at each measurement location. Plant density maps should be prepared using the same color scheme of the BioBase software used for maps in the 2016 IAVMP and the 2018 and 2019 treatment reports.

The survey map will include past management areas for comparison to plant densities observed in previous surveys and assessment of management effectiveness. This survey will be completed prior to June 30 in order to inform maintenance strategies for the growing season based on survey results. These plant surveys will also help provide guidance for aquatic plant management in future years.



EVALUATION

Also subject to funding and staffing resources, a complete evaluation, including a plant management report and post-treatment survey, should be completed annually. This report would describe which elements of the management plan have been implemented and how (i.e., which mechanisms for control or removal and where), relate the existing plant community to established goals based on pre- and post-treatment surveys, and make recommendations for the next year's activities based on success or failure of management efforts and identified needs.

This evaluation should begin with a description of which elements of the plan have been implemented, those that have not, and why. It should also include a summary of the plant survey results, both those obtained by volunteers and those by professionals. The evaluations should also provide a map of all management areas for each year. The survey results should be used to determine whether goals have been met. The community should also be asked for input on their satisfaction with aquatic plant and water body conditions. It is possible that the IAVMP goals will be met but that some people will remain dissatisfied. The evaluation should be posted publicly after each maintenance season to provide a resource for the public to stay updated on City management efforts.

Although it is unlikely that the needs of all stakeholders will be met (and it is possible that the IAVMP goals will be met but that some people will remain dissatisfied), a continued effort should be made to track concerns, especially if they are widespread. This information should be used to decide on the following:

- Has there been a quantifiable increase or decrease in the amount of nuisance plants in the lake?
- Have any other noxious aquatic plants been identified?
- Has there been a change in the occurrence and frequency of algae?
- What control methods work best and should other control methods (newly approved herbicides, for example) be considered?
- Is it necessary to revise the plan?
- Is funding adequate for the control measures in place?

Over the long term, adequate evaluations can make the difference between project success and failure, and the City of Kenmore will continue to regularly monitor and evaluate the effectiveness of the various management strategies that have been employed. In addition, as noted earlier, potential new herbicides, management strategies, and tools will be considered as they become available.

LAKE WASHINGTON AND THE SAMMAMISH RIVER WITHIN CITY OF KENMORE IAVMP 2020 UPDATE

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LAKE WASHINGTON AND THE SAMMAMISH RIVER WITHIN CITY OF KENMORE IAVMP 2020 UPDATE

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APPENDIX A

2018 Treatment Report



Lakeland Restoration Services, LLC
 78 E River Spur Rd, Priest River, ID 83856
 Phone: (877) 273-6674
 www.lakelandrs.com

City of Kenmore Lake Washington & Sammamish River Herbicide Treatment 2018

Lakeland Restoration Services, LLC (LRS) performed two aquatic herbicide treatments on Lake Washington and the Sammamish River Channel for the City of Kenmore in 2018. The first application was completed on June 4th to control Eurasian watermilfoil and fragrant water lily. The second treatment, targeting Eurasian watermilfoil and Brazilian Elodea, occurred on July 16th. Additionally, 2.8 acres were treated for Inglewood Condos on June 4th and a total 5 acres were treated for homeowners, including Inglewood Condos, on July 16th.

Pre-treatment and post-treatment surveys were completed for both applications. BioBase analysis was also conducted before and after each treatment. *(Survey and BioBase maps attached, please see Appendix A.)* Survey maps indicating individual plants were created and sent to Richard Sawyer and Janet Quinn.

One herbicide, Triclopyr, was used during the first treatment on June 4th. One-hundred and eighty (180) gallons of Triclopyr were applied to 30.8 acres of EWM and fragrant water lily. The second application incorporated a combination of three herbicides: Diquat, Hydrothol and Aquathol. Thirty-five (35) gallons of each herbicide was applied to 35 acres. *(Treatment maps attached, please see Appendix A.)*

Business and Residential Notices were provided to Richard Sawyer and Janet Quinn for approval and were mailed on May 21st, 2018 for the first treatment and July 3rd, 2018 for the second treatment. *(Attached please see Appendix B.)*

Shoreline notifications were provided to Richard Sawyer and Janet Quinn for approval and were posted in and near treatment areas. Notifications were left in place for 48 hours. *(Attached please see Appendix C.)*

Pre and post treatment notifications were sent to Washington State Department of Ecology. *(Attached please see Appendix D.)*

The following personnel were present for this project:
 David L. Kluttz – License #66448 – Applicator/Airboat Pilot

Lakeland Restoration Services, LLC – City of Kenmore Final Report 2018

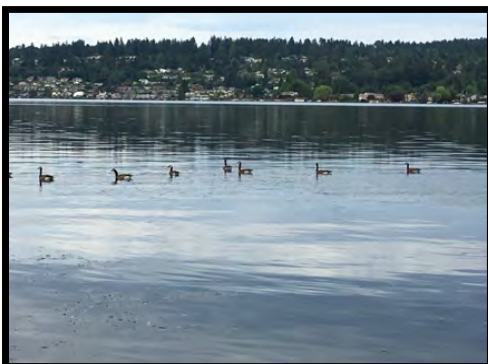
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Jim Pogue –License #90277 – Applicator

Roy Moore – Mixer/Loader Cert. – Mixer/Loader

Site specific safety plans used during each treatment are included in Appendix E. A WSDA Pesticide Application Record was completed for each treatment and will be kept on file for seven years as required by the WSDA. *(Copies included please see Appendix F.)*

June 4, 2018

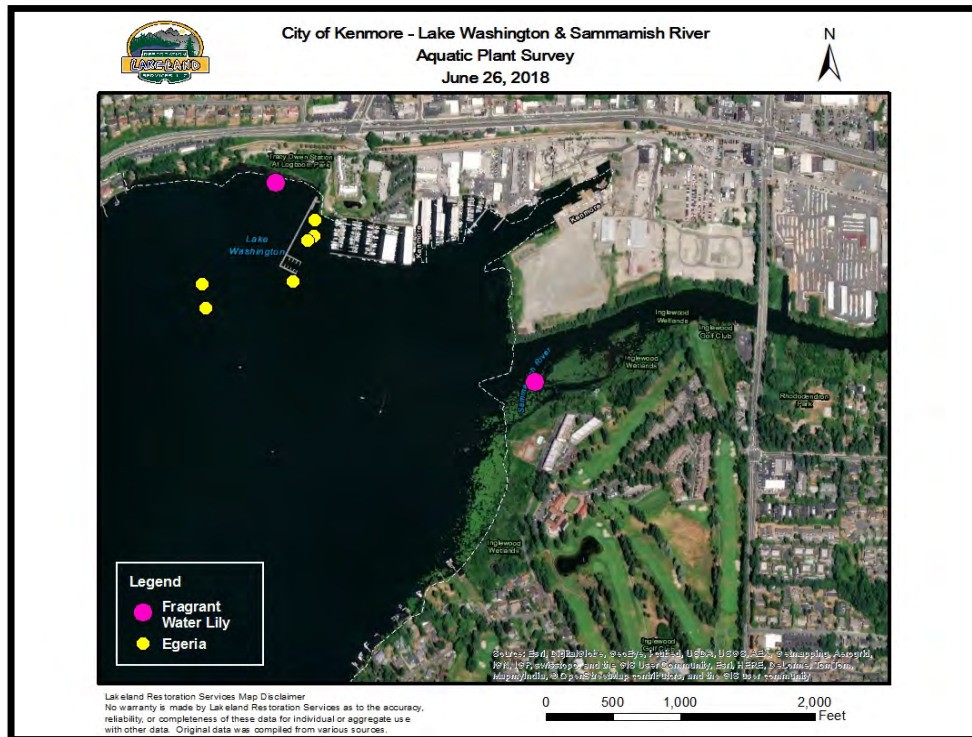
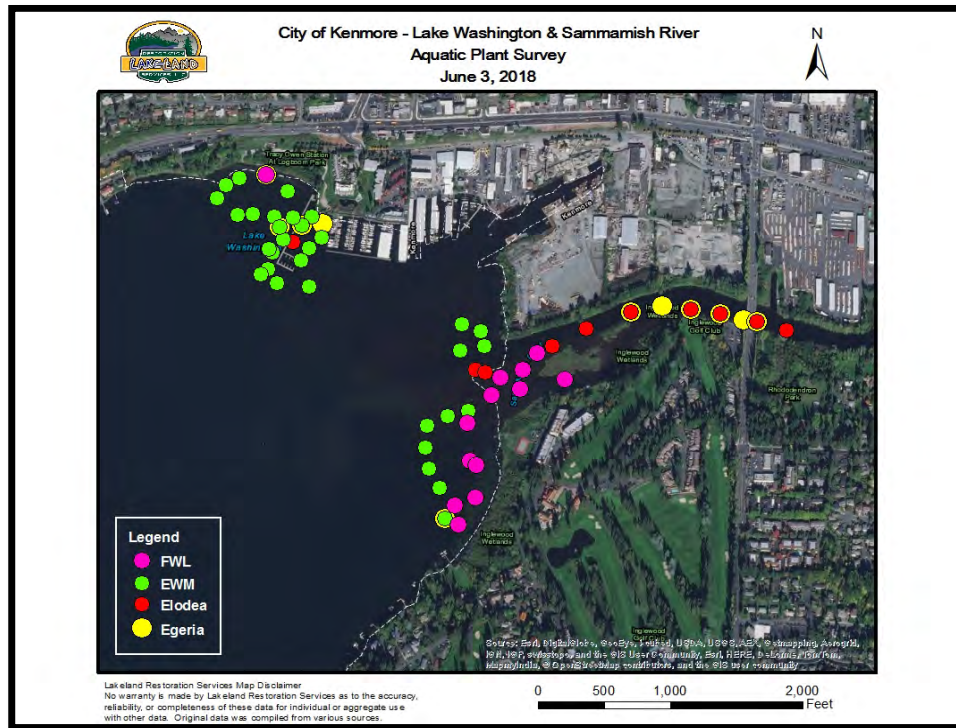


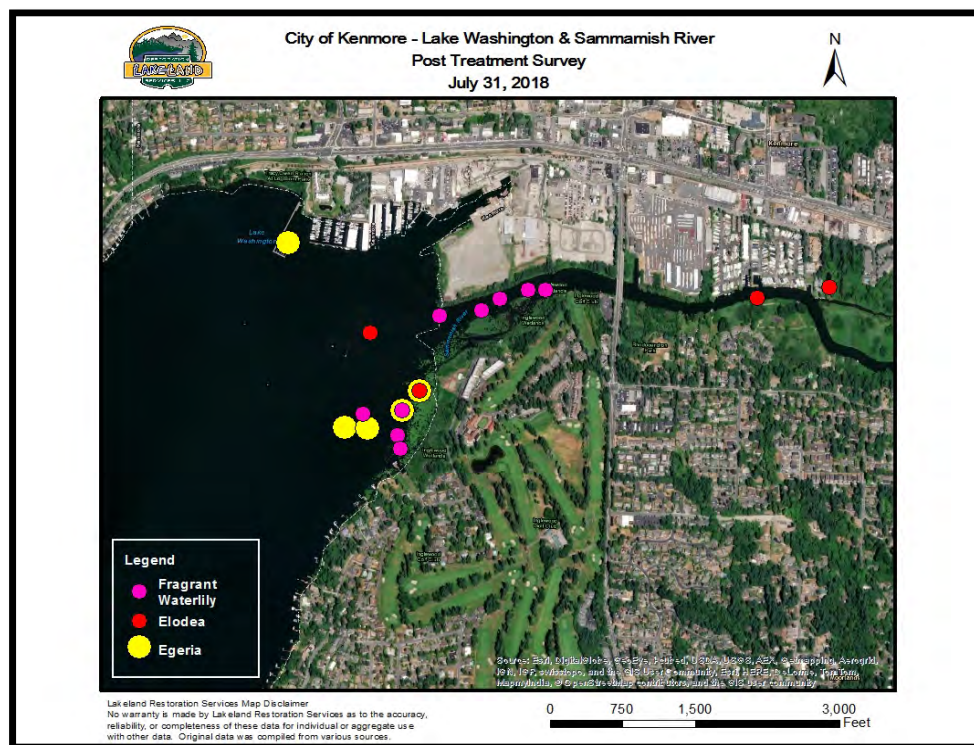
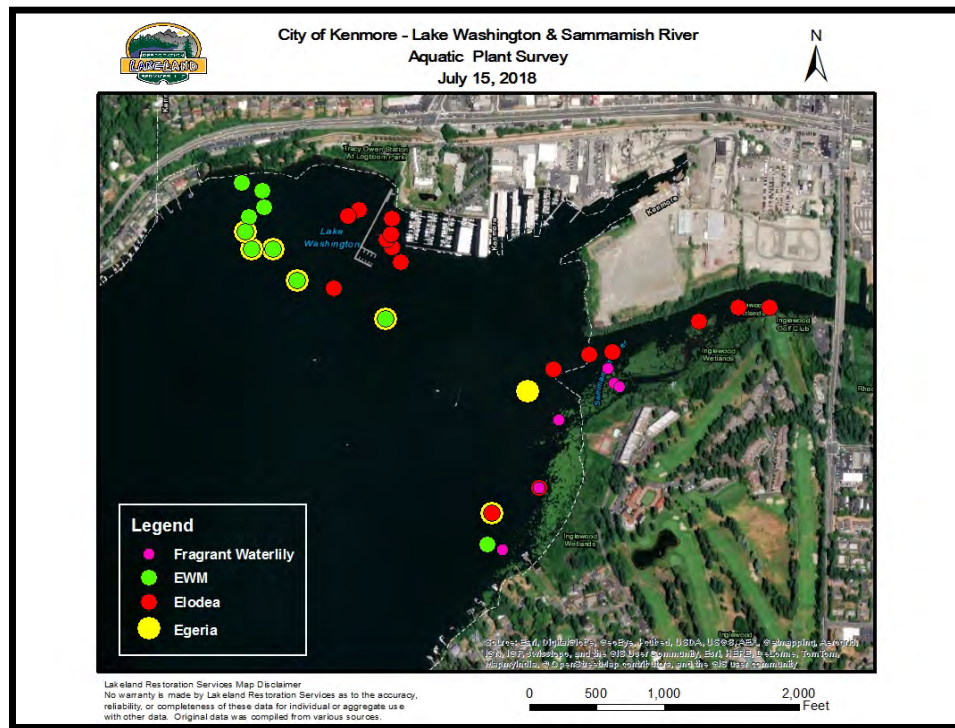
July 16, 2018

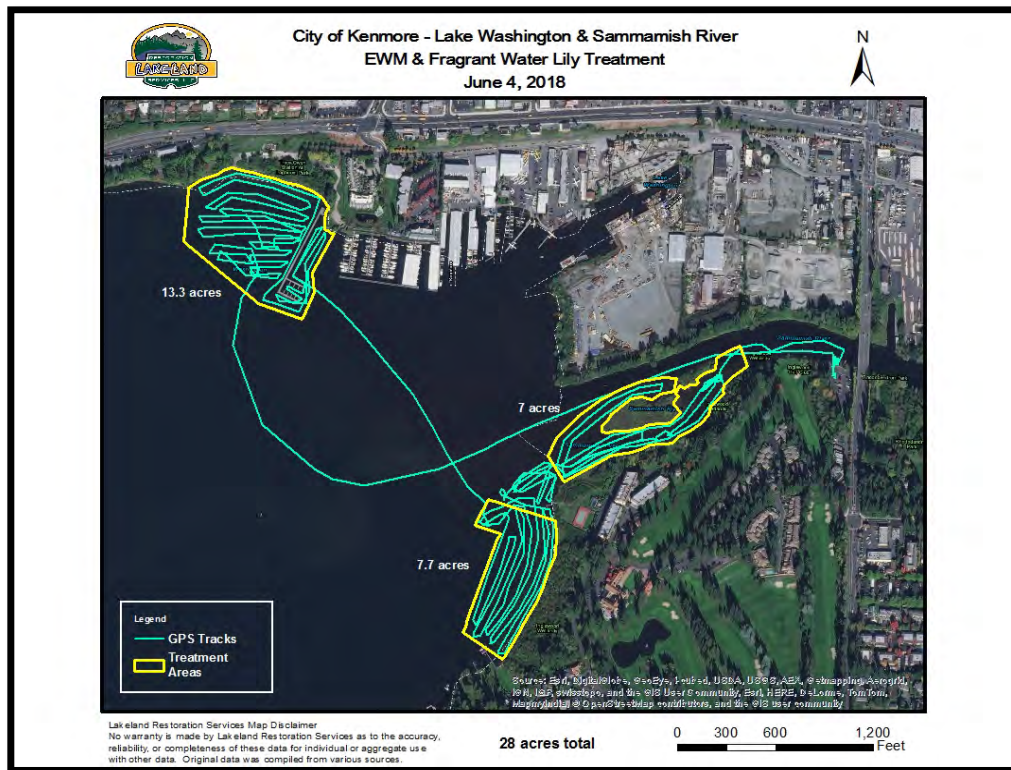


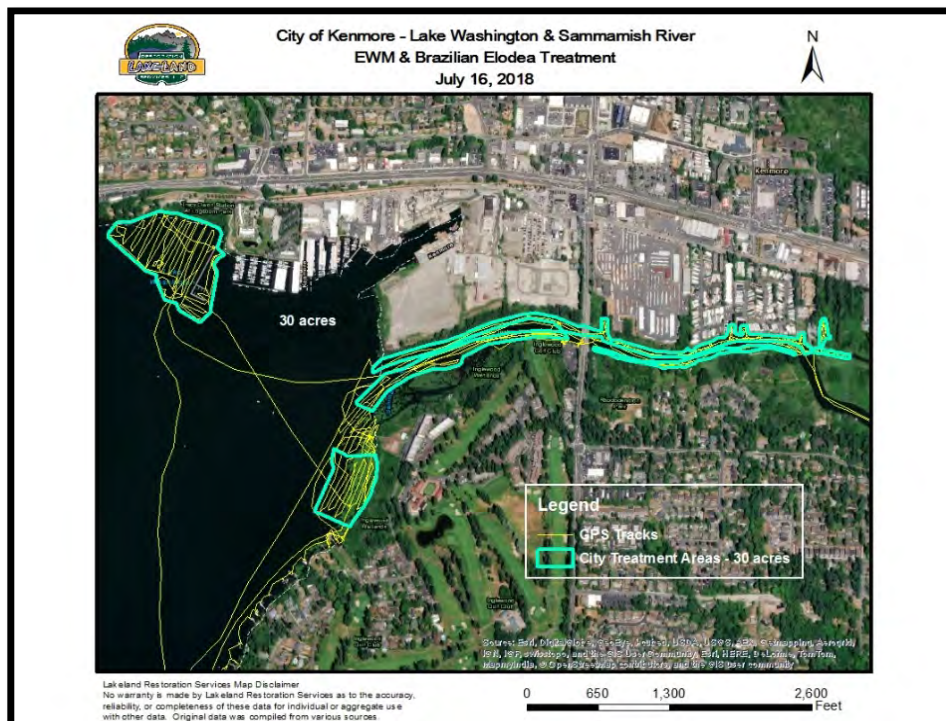
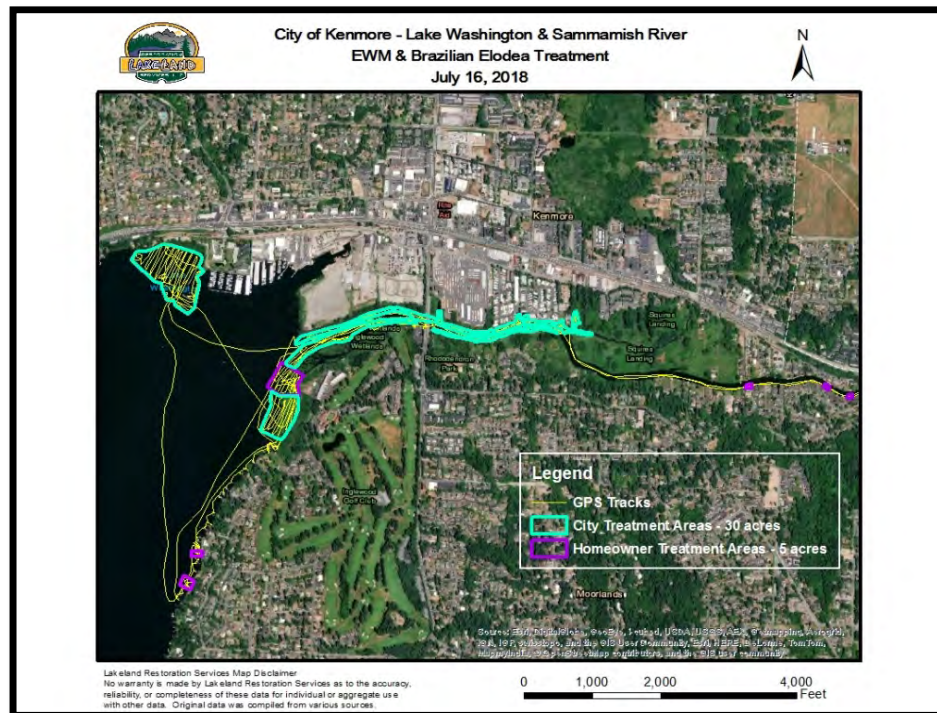
Appendix A

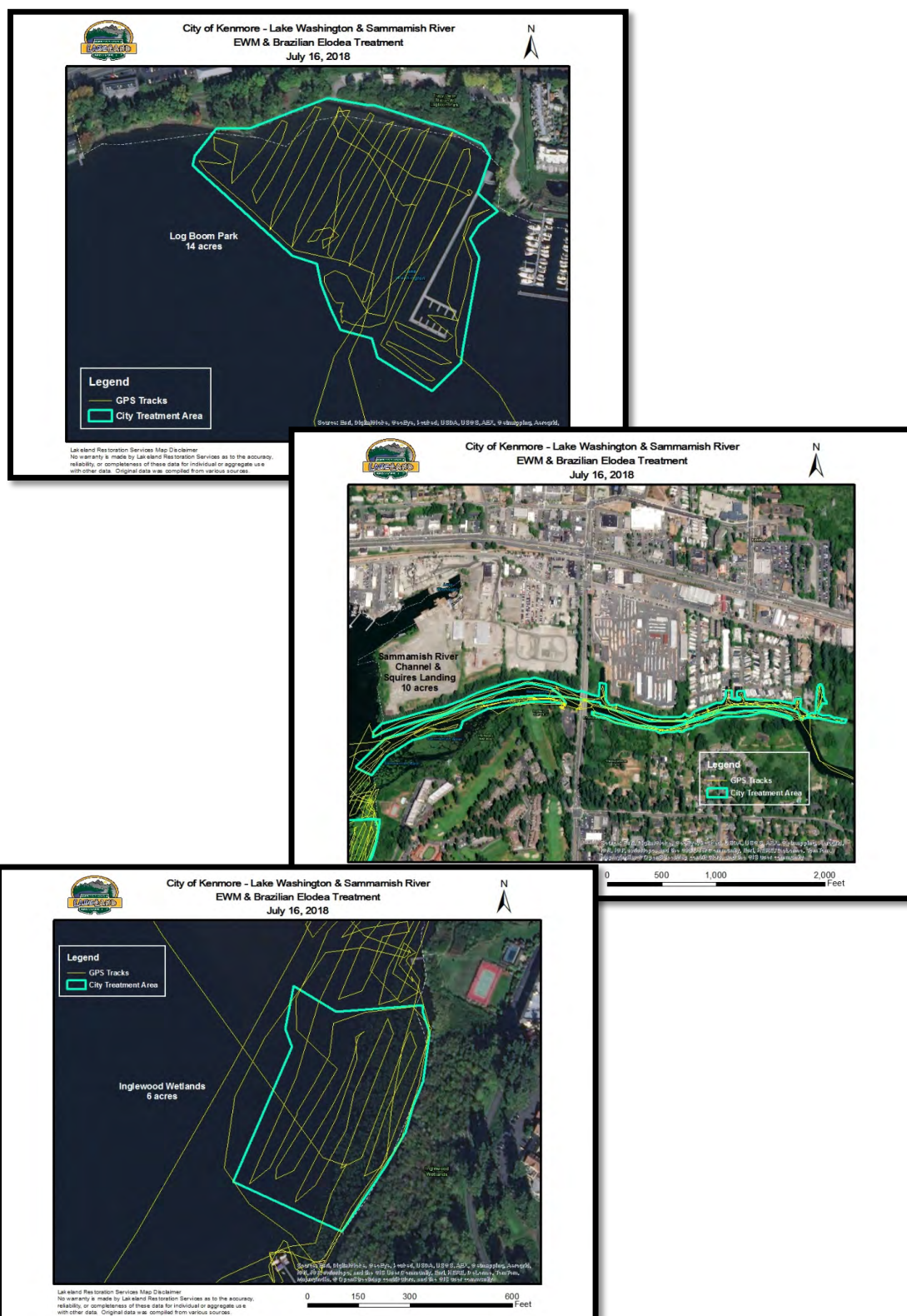
Maps

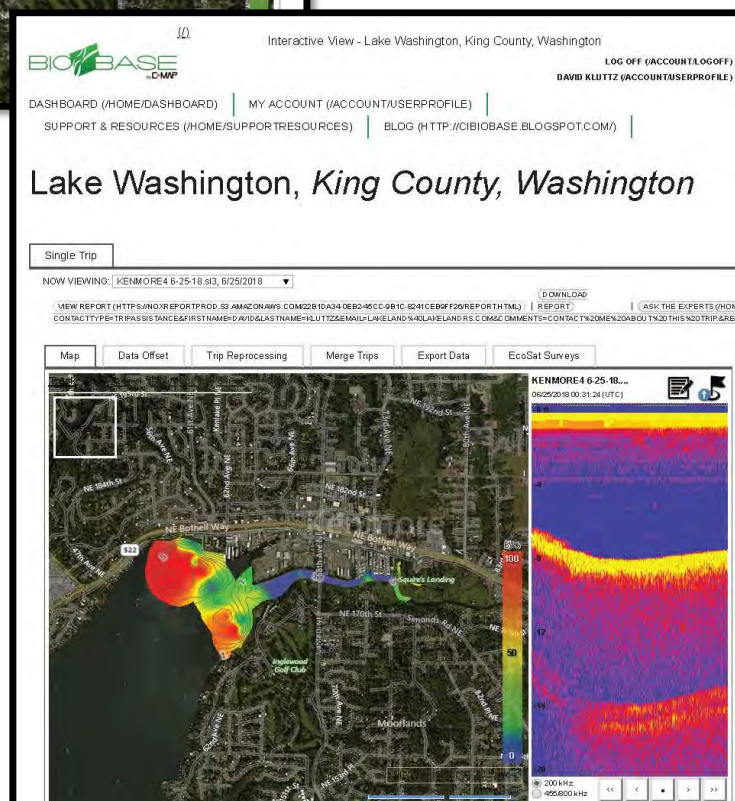
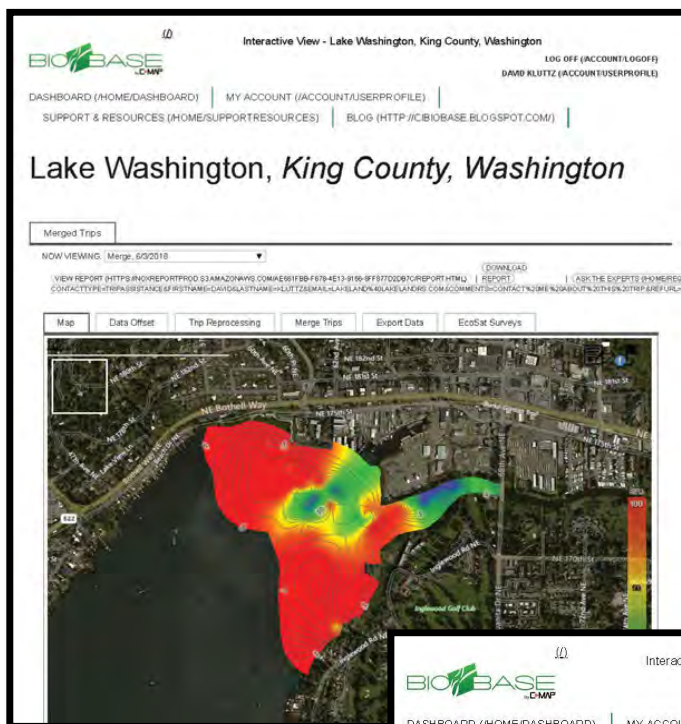












Appendix B

Business and Residential Notifications



Lakeland Restoration Services, LLC
78 E River Spur Rd, Priest River, ID 83856
Phone: (877) 273-6674
www.lakelandrs.com



Like us on Facebook
www.facebook.com/lakelandrs

May 21, 2018

To: Property Owners/Residents/Business Owners

The City of Kenmore has contracted Lakeland Restoration Services to treat the north-shore of Lake Washington in Kenmore and certain parts of the Sammamish River with herbicides to control Eurasian watermilfoil, Brazilian Elodea and other aquatic nuisance plants. **Treatment will occur on June 4th and 5th, 2018. Certain areas are being treated for the City of Kenmore. These areas include: Log Boom Park, Rhododendron Park, Squires Landing Park, Inglewood Wetlands, and the Sammamish River Channel.** **Lakeland is also offering aquatic plant treatment to homeowners who are in the permitted area.** A sign up form will be enclosed with this application if you are in the permitted area. If you would like to sign up for treatment, please fill it out and mail it back to us with payment before May 28th. The permitting process and notification system of the State of Washington is being followed with the enclosed notification.

In order to help prevent fragmentation, please DO NOT cut, rake or hand-pull plants prior to treatment.

Products planned for aquatic use: Diquat, Hydrothol® 191, and Triclopyr

The following precautions are to be followed, especially for those that may be sensitive to herbicides: **(if water restrictions apply to you, your dock/shoreline will be posted with a sign listing restrictions no more than 48 hours prior to treatment)**

Swimming Restrictions: It has been advised that no swimming occur within the treated areas during or for 24 hours following treatment.

Drinking Water Restrictions: Do not use water from treatment area until Triclopyr is non detectable.

Irrigation Restrictions Turf and Landscape Ornamentals: Do not use water from treatment area for 3 days.

Irrigation Restrictions Food Crops and Production Ornamentals: Do not use water from treatment area until Triclopyr is non detectable.

Stock Water Restrictions: Do not use water from treatment area for 1 day.

There is NO restriction for fishing or other recreational activities.

Details of treatment time and the end of use restrictions will be announced at (877) 273-6674 or www.lakelandrs.com. To access information from the website on this project, go to the bulletin board, click projects, then click City of Kenmore. **This application will involve the use of airboats. Please remove items from docks such as lawn chairs, flower pots, personal/recreational flotation devices, etc.**

Herbicide Treatment Business and Residential Notice

In Treatment Area ☐ In ¼ Mile Notification Area ☒

Distribution Date: May 21, 2018

Specific sites on Lake Washington and the Sammamish River will be treated with aquatic herbicides on **June 4th and 5th, 2018.**

Products planned for aquatic use: Diquat, Hydrothol, and Triclopyr

Active ingredient(s): (Diquat dibromide [6,7-dihydrodipyrido (1,2-a:2'1'-c) pyrazinediium dibromide]), (Hydrothol [Mono(N,N-dimethylalkylamine) salt of endothall]), (Triclopyr[3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt])

Plants/Algae targeted: Eurasian watermilfoil, Brazilian Elodea and other aquatic nuisance plants to improve water quality in Lake Washington and the Sammamish River

Location of Treatments: Log Boom Park, Rhododendron Park, Squires Landing Park, Inglewood Wetlands, and the Sammamish River Channel

The applicator will post signs in the treated and potentially affected areas no more than 48 hours prior to treatment. The signs will describe any water use restrictions or advisories.

If you are withdrawing water for potable or domestic water use, livestock watering, or irrigation, and have no alternate water source, please contact Lakeland Restoration Services at **877-273-6674** or **lakeland@lakelandrs.com** to arrange an alternate water supply.

If you want additional notification prior to treatment, or have further questions, please contact me using the information above.

This herbicide treatment is regulated under a permit issued by the Washington State Department of Ecology; Permit No. WAG994293.

Scan with QR reader to go to permit web page





Like us on Facebook
www.facebook.com/lakelandrs



Lakeland Restoration Services, LLC

78 E River Spur, Priest River, ID 83856

Phone: (877) 273-6674

www.lakelandrs.com

July 3, 2018

To: Property Owners/Residents/Business Owners

The City of Kenmore has contracted Lakeland Restoration Services to treat the north-shore of Lake Washington in Kenmore and certain parts of the Sammamish River with herbicides to control Eurasian watermilfoil, Brazilian Elodea and other aquatic nuisance plants. **Treatment will occur on July 16th, 2018. Certain areas are being treated for the City of Kenmore.** Additionally, Lakeland is offering aquatic plant control to residents in the permitted area. The permitting process and notification system of the State of Washington is being followed with the enclosed notification.

In order to help prevent fragmentation, please DO NOT cut, rake or hand-pull plants prior to treatment.

Products planned for aquatic use: Diquat, Hydrothol® 191, Aquathol and Glyphosate

The following precautions are to be followed, especially for those that may be sensitive to herbicides: **(if water restrictions apply to you, your dock/shoreline will be posted with a sign listing restrictions no more than 48 hours prior to treatment)**

Swimming Restrictions: It has been advised that no swimming occur within the treated areas during or for 24 hours following treatment.

Drinking Water Restrictions: Do not use water from treatment area until an approved assay result is below 0.1ppm of Hydrothol and Aquathol.

Irrigation Restrictions Turf and Landscape Ornamentals: Do not use water from treatment area for 3 days.

Irrigation Restrictions Food Crops and Production Ornamentals: Do not use water from treatment area for 5 days.

Stock Water Restrictions: Do not use water from treatment area for 1 day.

There is NO restriction for fishing or other recreational activities.

Details of treatment time and the end of use restrictions will be announced at (877) 273-6674 or www.lakelandrs.com. To access information from the website on this project, go to the home page, hover over projects, 2018, then click City of Kenmore. **This application will involve the use of airboats. Please remove items from docks such as lawn chairs, flower pots, personal/recreational flotation devices, etc.**

Sincerely,

Dave Kluttz, Managing Member

Herbicide Treatment Business and Residential Notice

In Treatment Area ☐ In ¼ Mile Notification Area ☒

Distribution Date: July 3, 2018

Specific sites on Lake Washington and the Sammamish River will be treated with aquatic herbicides on **July 16th, 2018.**

Products planned for aquatic use: Diquat, Hydrothol® 191, Aquathol and Glyphosate

Active ingredients: (Diquat dibromide [6,7-dihydrodipyrido (1,2-a:2'1'-c) pyrazinediium dibromide]), (Hydrothol [Mono(N,N-dimethylalkylamine) salt of endothall]), (Aquathol [Dipotassium salt of endothall]), (Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt)

Plants/Algae targeted: Eurasian watermilfoil, Brazilian Elodea and other aquatic nuisance plants to improve water quality in Lake Washington and the Sammamish River

Location of Treatments: Specific sites on the north part of Lake Washington and the Sammamish River in Kenmore, WA

The applicator will post signs in the treated and potentially affected areas no more than 48 hours prior to treatment. The signs will describe any water use restrictions or advisories.

If you are withdrawing water for potable or domestic water use, livestock watering, or irrigation, and have no alternate water source, please contact Lakeland Restoration Services at **877-273-6674** or **lakeland@lakelandrs.com** to arrange an alternate water supply.

If you want additional notification prior to treatment, or have further questions, please contact me using the information above.

This herbicide treatment is regulated under a permit issued by the Washington State Department of Ecology; Permit No. WAG994293.

Scan with QR reader to go to permit web page



Appendix C

Shoreline Posting Notifications

CAUTION

Herbicide application to water will occur on June 4-5, 2018.

Triclopyr will be applied under permit to these waters to control ☒ aquatic or ☐ shoreline vegetation.

Ecology recommends no swimming in the sign-posted area for 24 hours following treatment due to possible eye irritation.

Drinking Water Restrictions: Do not use water from treatment area until the level of Triclopyr is determined to be less than or equal to 0.4 ppm.

Irrigation Restrictions Turf: No restrictions

Irrigation Restrictions Food Crops, Landscape Ornamentals and Production Ornamentals: Do not use water from treatment area until Triclopyr is non-detectable.

Stock Water Restrictions: No restrictions

Fishing Restrictions: No restrictions

For more information contact the applicator: Lakeland Restoration Services
Phone number: (877) 273-6674
Or the Department of Ecology at (360) 407-6600

THIS SIGN MUST REMAIN IN PLACE UNTIL 2 DAYS AFTER APPLICATION.

Scan with QR reader to go to permit web page



CAUTION

Herbicide application to water will occur on July 16 or 17, 2018.

Diquat, Aquathol, Hydrothol and Glyphosate will be applied under permit to these waters to control ☒ aquatic or ☐ shoreline vegetation.

Swimming Restrictions: It has been advised that no swimming occur within the treated area(s) during or for 24 hours following treatment.

Drinking Water Restrictions: Do not use water from treatment area until an approved assay result is below 0.1ppm of Hydrothol and Aquathol.

Irrigation Restrictions Turf and Landscape Ornamentals: Do not use water from treatment area for 3 days.

Irrigation Restrictions Food Crops and Production Ornamentals: Do not use water from treatment area for 5 days.

Livestock/Domestic Animal Consumption Restrictions: Do not use water from treatment area for 1 day.

There is NO restriction for fishing or other recreational activities.

For more information contact the applicator: Lakeland Restoration Services

Phone number: (877) 273-6674

This application is regulated by Department of Ecology: Phone (360) 407-6600

THIS SIGN MUST REMAIN IN PLACE UNTIL 2 DAYS AFTER APPLICATION.

This herbicide treatment is regulated under a permit issued by the Washington State Department of Ecology; Permit No WAG994293.

Appendix D

Pre/Post Treatment Notifications to Ecology

APPENDIX B – ECOLOGY NOTIFICATION TEMPLATE
See Special Condition S5.A for instructions on providing notification to Ecology.

Email Form

Email to: apamprepostreat@ecy.wa.gov

From: **Permittee or Applicator:** (name) Lakeland Restoration Services, LLC
Cell Phone No: (contact number for the applicator) 208-597-6601

Pre-Treatment Notification

Week of Treatment: June 4, 2018

Water body name & permit no.	County	Location where treatment will begin	Chemicals/products proposed for use	Targeted plants & algae	Proposed date & treatment start time
WAG994293	King	ltd	Triclopyr	ewm	8 am
				egeria densa	06/04/2018
				nuisance aquatic plants	

Additional Information: _____

Aquatic Plant and Algae Management General Permit
Page 53

Post-Treatment Notification

Week of Treatment: June 4, 2018

Water body name & permit no.	County	Chemicals or products used	Targeted plants/ algae	Acres treated	Amount of active ingredient applied (lbs.)	Treatment date
WAG994293	King					
Lake Washington		Triclopyr	Eurasian	30.8 acres	180 gals	6/4/18
			Watermilfoil			
			Fragrant			
			Waterlily			

Additional Information: _____
Knowingly submitting false information will result in permit termination.

Permittee may add additional rows if needed

Aquatic Plant and Algae Management General Permit
Page 54

APPENDIX B – ECOLOGY NOTIFICATION TEMPLATE

See Special Condition S5.A for instructions on providing notification to Ecology.

Email FormEmail to: apamprepositreat@ecy.wa.gov

From: Permittee or Applicator: (name) Lakeland Restoration Services, LLC
Cell Phone No: (contact number for the applicator) 208-597-6601

Pre-Treatment Notification

Week of Treatment: 07/16/2018

Water body name & permit no.	County	Location where treatment will begin	Chemicals/products proposed for use	Targeted plants & algae	Proposed date & treatment start time
WAG994293	King	tbd	diquat	Eurasian watermilfoil	8 am
Lake Washington			hydrothol		07/16/2018
Sammamish River			aquathol	Brazilian Elodea	
			glyphosate	aquatic nuisance plants	

Additional Information: _____

Aquatic Plant and Algae Management General Permit
Page 53

Post-Treatment Notification

Week of Treatment: July 16, 2018

Water body name & permit no.	County	Chemicals or products used	Targeted plants/ algae	Acres treated	Amount of active ingredient applied (lbs.)	Treatment date
WAG994293	King					
Lake		Diquat	Eurasian	35 acres	35 gals	7/16/18
Washington		Hydrothol	Watermilfoil		35 gals	
		Aquathol	Brazilian Elodea		35 gals	
Sammamish						
River Channel						

Additional Information: _____*Knowingly submitting false information will result in permit termination.*

Permittee may add additional rows if needed

Aquatic Plant and Algae Management General Permit
Page 54

Appendix E

Safety Plans



Lakeland Restoration Services, LLC

78 E River Spur Rd, Priest River, ID 83856

Phone: 877-273-6674

www.lakelandrs.com

**CITY OF KENMORE, LAKE WASHINGTON/SAMMAMISH RIVER
EURASIAN WATERMILFOIL, EGERIA & AQUATIC
NUISANCE PLANT TREATMENT
SITE SPECIFIC SAFETY PLAN
JUNE 4 -5, 2018**

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1.0 ORGANIZATIONAL STRUCTURE

(in compliance with 29 CFR 1910.120(b)(2))

This chapter of the Health and Safety Plan describes lines of authority, responsibility, and communication as they pertain to health and safety functions at this site. The purpose of this chapter is to identify the personnel who impact the development and implementation of the site health and safety plan and to describe their roles and responsibilities. This chapter also identifies other contractors and subcontractors involved in work operations, and establishes the lines of communication among them for safety and health matters.

The organizational structure of this site's safety and health program is consistent with OSHA requirements in 29 CFR 1910.120(b)(2) and provides the following site-specific information:

the general supervisor who has the responsibility and authority to direct all hazardous waste operations
the site safety and health officer who has the responsibility and authority to develop and implement this HASP and verify compliance

other personnel needed for hazardous waste operations and emergency response and their general functions and responsibilities

the lines of authority, responsibility, and communication for safety and health functions

This section is reviewed and updated as necessary to reflect the current organizational structure at this site.

1.1 Roles and Responsibilities

All personnel and visitors on this site must comply with the requirements of this HASP. The specific responsibilities and authority of management, safety and health, and other personnel on this site are detailed in the following paragraphs. A site organizational chart illustrating the hierarchy of personnel and lines of communication within this company and with additional contractors on site is found in Figure 1-1.

Project Manager (PM)

The Project Manager (PM) for this site is Dave Kluttz. The PM has responsibility and authority to direct all work operations. The PM coordinates safety and health functions with the Site Safety and Health Officer (SSHO), has the authority to oversee and monitor the performance of the SSHO, and bears ultimate responsibility for the proper implementation of this HASP. The specific duties of the PM are:

Preparing and coordinating the site work plan; providing site supervisor(s) with work assignments and overseeing their performance; coordinating safety and health efforts with the SSHO; ensuring effective emergency response through coordination with the Emergency Response Coordinator (ERC); serving as primary site liaison with public agencies and officials and site contractors.

The qualified alternate Project Manager (PM) for this site is Jim Pogue.

Site Safety and Health Officer (SSHO)

The Site Safety and Health Officer (SSHO) for this site is Dave Kluttz. The SSHO has full responsibility and authority to develop and implement this HASP and to verify compliance. The SSHO reports to the Project Manager. The SSHO is on site or readily accessible to the site during all work operations and has the authority to halt site work if unsafe conditions are detected. The specific responsibilities of the SSHO are:

Managing the safety and health functions on this site; serving as the site's point of contact for safety and health matters; ensuring site monitoring, worker training, and effective selection and use of PPE; assessing site conditions for unsafe acts and conditions and providing corrective action; assisting the preparation and review of this HASP; maintaining effective safety and health records as described in this HASP; coordinating with the Emergency Response Coordinator (ERC), Site Supervisor(s), and others as necessary for safety and health efforts.

The qualified alternate Site Safety and Health Officer (SSHO) for this site is Jim Pogue.

Emergency Response Coordinator (ERC)

The Emergency Response Coordinator (ERC) for this site is Dave Kluttz. The ERC is responsible for assessing site conditions and directing and controlling emergency response activities in accordance with the Site Emergency Response Plan. The ERC reports to the Project Manager (PM). The ERC will ensure the evacuation, emergency transport, and treatment of site personnel and will notify the appropriate emergency response units and management staff in accordance with the emergency response plan of this HASP. Specific duties of the ERC include:

Developing and reviewing the emergency response plan; conducting emergency response rehearsals; ensuring effective emergency response to and evacuation of the site; coordinating emergency response functions with the Site Safety and Health Officer (SSHO), and integrating site emergency response plans with the disaster, fire, and/or emergency response plans of local, state, and federal organizations and agencies.

The qualified alternate Emergency Response Coordinator (ERC) for this site is Jim Pogue.

The qualified second alternate Emergency Response Coordinator (ERC) for this site is Roy Moore.

Site Workers

Site workers are responsible for complying with this HASP, using the proper PPE, reporting unsafe acts and conditions, and following the work and safety and health instructions of the Project Manager (PM), Site Safety and Health Officer (SSHO), and Site Supervisor.

1.2 Identification of Other Site Contractors

There are no other contractors or subcontractors on this site.

2.0 JOB HAZARD ANALYSIS

(in compliance with 29 CFR 1910.120(b)(4)(ii)(A), and 1910.120(i))

This chapter of the HASP describes the safety and health hazards associated with site work and the control measures selected to protect workers. The purpose of a job hazard analysis (JHA) is to identify and quantify the health and safety hazards associated with each site task and operation, and to evaluate the risks to workers. Using this information, appropriate control methods are selected to eliminate the identified risks if possible, or to effectively control them. The control methods are documented in each task-specific JHA. The information contained in this chapter is essential to effective preparation of all other chapters of the HASP. This section of the HASP includes:

- job hazard analysis
- hazardous substance information
- employee notification of hazards

The person responsible for ongoing job hazard analysis at this site Dave KLuttz.

2.1 Job Hazard Analysis

Each site-specific JHA appears on a separate copy of Table 2-1. Each JHA lists a task or operation required during site operations and the location(s) where that task or operation is performed. A single JHA may be used for a task/operation performed in multiple locations if the hazards, potential exposures, and controls are the same in each location.

Each JHA lists the chemical hazards associated with that task and their known or anticipated concentrations during performance of the task. Each JHA also identifies anticipated physical and biological hazards and potential exposure levels or the likelihood of exposure. The final section of each JHA lists the control measures implemented to protect employees from exposure to the identified hazards. The information provided here is designed to satisfy the job hazard analysis requirements of 1910.120(b)(4)(ii)(A) and the workplace hazard assessment requirements of 1910.132(d). Health hazard information for all chemical substance identified in site JHAs appears in hazard data sheets attached to this chapter.

Dave Kluttz modifies site-specific JHAs and the accompanying data sheets when:

- the scope of work is changed by adding, eliminating, or modifying tasks
- new methods of performing site tasks are selected
- observation of the performance of site tasks results in a revised characterization of the hazards
- new chemical, biological, or physical hazards are identified
- exposure data indicate changes in the concentration and/or likelihood of exposure
- new/different control measures are selected

When JHAs are modified, related provisions in other chapters of this HASP are modified as needed.

Table 2-1: Site-Specific Job Hazard Analysis

Operational Phase	Phase No	Task/Operation	Location Where Task/Operation Performed	
JH 01	1	On shore loading and handling	Lake Washington & Sammamish	
Conducted	Print Name		Signature	
June 2, 2018	Dave Kluttz			
Chemical Hazards				
Chemical Name	Source		Concentration	Exposure Potential During Operations
Triclopyr	Containers		100	Unlikely
Physical Hazards				
Name of Physical Hazard	Source		Exposure Potential During Operations	
Falling Down Bank	Steep Banks		Unlikely	
Biological Hazards				
Name of Biological Hazard	Source		Exposure Potential During Operations	
No Biological Hazards				
Control Measures Used				
Engineering Controls: Locate pump, tank and hoses to reduce tripping hazards. Work Practices: Exercise care when loading and handling, exercise care when moving and transporting equipment and use proper Personal Protection Equipment to reduce exposure hazard. Follow Aquatic Herbicide Label instructions.				
Level of PPE:	Long Sleeve Shirt or Coveralls			
Shoes with socks Eye Protection Gloves				
PPE Upgrade: No PPE				
Downgrade: No				

Table 2-1: Site-Specific Job Hazard Analysis

Operational Phase	Phase No	Task/Operation	Location Where Task/Operation Performed
JH 02	1	On boat application to targeted vegetation	Lake Washington Sammamish

Conducted	Print Name	Signature
------------------	-------------------	------------------

06/02/2018

Dave KLutz

Chemical Hazards

Chemical Name	Source	Concentration	Exposure Potential During Operations
Triclopyr	Containers, Hoses, and Pumps	100	Unlikely

Physical Hazards

Name of Physical Hazard	Source	Exposure Potential During Operations
Tripping over hoses	Hoses	Unlikely
Falling Overboard	Water	Unlikely

Biological Hazards

Name of Biological Hazard	Source	Exposure Potential During Operations
---------------------------	--------	--------------------------------------

No Biological Hazards

Control Measures Used

Engineering Controls: Locate pump, tank and hoses to reduce tripping hazards.

Work Practices: Exercise care when loading and handling, exercise care when moving and transporting equipment and use proper Personal Protection Equipment to reduce exposure hazard. Follow Aquatic Herbicide Label instructions.

Level of PPE: Eye Protection
 Long Sleeve Shirt or Coveralls Shoes with socks
 Gloves

PPE Upgrade: No PPE

Downgrade: No

2.3 Employee Notification of Hazards and Overall Site Information Program

The information in the JHAs and the attached data sheets is made available to all employees who could be affected by it prior to the time they begin their work activities. Modifications to JHAs and the accompanying data sheets are communicated during routine briefings.

The person responsible for providing site information, this HASP, and any modifications to the HASP to other contractors and subcontractors working on this site is: Dave Kluttz.

3.0 EMERGENCY RESPONSE PLAN

(in compliance with 29 CFR 1910.120(l) and 1910.120(b)(4)(ii)(H))

This is the site-specific emergency response plan. This chapter of the Health and Safety Plan describes potential emergencies at this site, procedures for responding to those emergencies, roles and responsibilities during emergency response, and training that workers must receive in order to follow emergency procedures.

This emergency response plan is consistent with the requirements of 29 CFR 1910.120(l) and provides the following site-specific information:

pre-emergency planning
 personnel roles, lines of authority, and communication
 emergency recognition and prevention
 emergency medical treatment and first aid
 PPE and emergency equipment

3.1 Pre-emergency Planning

This site has been evaluated for potential emergency occurrences, based on site hazards, the tasks within the work plan.

Table 3-1 Potential Site Emergencies		
Type of Emergency	Source of Emergency	Location of Source
Chemical Spill	Containers	All Loading and Handling Areas
Physical Injury	Lifting, Falling, Tripping, Drowning	All Loading, Handling and Application Sites

3.2 On-Site Emergency Response Equipment

Emergency procedures may require specialized equipment to facilitate worker rescue, contamination control and reduction, or post-emergency clean-up. Emergency response equipment stocked on this site is listed in Table 11-2. The equipment inventory and storage locations are based on the potential emergencies described in Table 11-1.

This equipment inventory is designed to meet on-site emergency response needs and any specialized equipment needs that off-site responders might require because of the hazards at this site but not ordinarily stocked.

Any additional PPE required and stocked for emergency response is also listed in Table 3-2 below. During an emergency, the Emergency Response Coordinator is responsible for specifying the level of PPE required for emergency response.

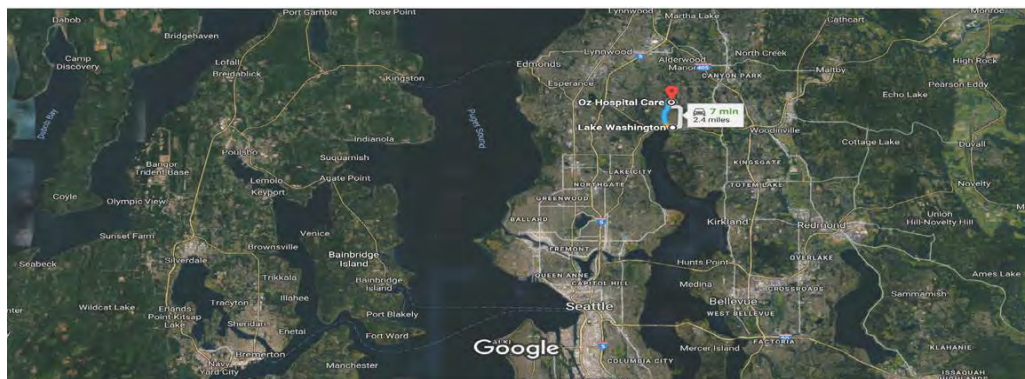
Emergency response equipment is inspected at regular intervals and maintained in good working order. The equipment inventory is replenished as necessary to maintain response capabilities.

Table 3-2 Emergency Equipment and Emergency PPE			
Emergency	Specific Type	Quantity Stocked	Location Stored
Fire extinguisher		5	Boats and Trucks
First Aid and Eye Wash Kits		2	Boats
Spill Kits		2	Loading Area
Emergency PPE	Specific Type	Quantity Stocked	Location Stored
Rubber gloves		24	Boats and Trucks
Eye protection		12	Boats and Trucks

Figure 3-3a provides a map to the nearest emergency medical assistance.

Figure 3-3 Map to Nearest Emergency Medical Assistance

Oz Hospital Care 425-286-6494
24230 18th PL W, Bothell, WA 98021



Lake Washington

Washington

- ↑ 1. Head west on NE 175th St toward 61st Ave NE 0.2 mi
- 2. Turn right onto 61st Ave NE 1.4 mi
- ↑ 3. Continue onto Locust Way 0.2 mi
- 4. Turn right onto 18th PL W
 ⓘ Destination will be on the right 469 ft

Oz Hospital Care

24230 18th PL W, Bothell, WA 98021

3.3 Roles and Responsibilities for On-Site and Off-Site Personnel

Dave Kluttz is responsible for implementing the emergency response plan and coordinates emergency response activities on this site. He/she provides specific direction for emergency action based upon information available regarding the incident and response capabilities and initiates emergency procedures, including protection of the public and notification of appropriate authorities.

In the event of an emergency, site personnel are evacuated and do not participate in emergency response activities, except as indicated below.

Limited On-Site Emergency Response Activities

For spills

Turn off all pumps Close all valves
Surround spill with containment dike Use Absorbent mats to clean up spill Place in plastic containment bags

For Injuries

Assess extent of injury Administer First Aid if appropriate
Contact Emergency Medical Personnel
Transport to **Oz Hospital Care 24230 18th PL W, Bothell, WA 98021**

Emergency Medical Treatment and First Aid

Personnel who require medical care and/or who are transferred to a medical facility are accompanied by MSDSs and other applicable hazard data to apprise caregivers of the chemicals and hazards to which the victim has been potentially exposed.

The emergency medical care facility for this site is **24230 18th PL W, Bothell, WA 98021**. The route to the facility is shown in Figure 3-3 a & b.

Table 3.6 Emergency Contact Information

The list of telephone numbers below are the emergency contact numbers for this site. These emergency numbers are verified to be accurate, working numbers. Site personnel are trained and rehearsed in site-specific emergency calling procedures. A copy of this contact information is posted at the following locations:

Trucks and Boats

SITE PERSONNEL

Title	Contact	Telephone
Project Manager (PM)	Dave Kluttz	208-597-6601
Site Safety and Health Officer (SSHO)	Dave Kluttz	20-8597-6601
Emergency Response Coordinator (ERC)	Dave Kluttz	208-597-6601
Emergency Response Coordinator 1st Alternate	Jim Pogue	208-290-4953
Emergency Response Coordinator 2nd Alternate	Roy Moore	509-671-7596

Agency Telephone	Contact	Address/Location
Ambulance/EMS		911
Police		911
Fire		911
Primary Medical Facility	Oz Hospital Care 24230 18th PL W, Bothell, WA 98021	425-286-6494
State Police		911
Local Emergency Response		911
Emergency Medical Assistance		911
Poison Control Center		800-424-9300

4.0 TRAINING PROGRAM

(in compliance with 29 CFR 1910.120(e))

This training program is consistent with the requirements of 29 CFR 1910.120(e) and addresses the following site- specific information:

training for site workers
site briefings for visitors and workers
management and supervisor training

a Training Elements to be Covered for Site Workers:

names of personnel and alternates responsible for site safety and health
safety, health and other hazards present on the site
use of PPE
work practices by which the employee can minimize risks from hazards
safe use of engineering controls and equipment on the site
the emergency response plan detailed in Chapter 3 of this HASP
the spill containment program detailed in Chapter 5 of this HASP

4.1b Site-Specific Briefings for Visitors

A site-specific briefing is provided to all site visitors who enter this site. For visitors, the site-specific briefing provides information about site hazards, the site lay-out including work zones and places of refuge, the emergency alarm system and emergency evacuation procedures, and other pertinent safety and health requirements as appropriate.

c HASP Information and Site-Specific Briefings for Workers

Site personnel review this HASP and are provided a site-specific briefing prior to the commencement of work to ensure that employees are familiar with this HASP and the information and requirements it contains. Additional briefings are provided as necessary to notify employees of any changes to this HASP as a result of information gathered during ongoing site characterization and analysis. Conditions for which we schedule additional briefings include, but are not limited to: changes in site conditions, changes in the work schedule/plan, newly discovered hazards, and incidents occurring during site work.

Initial Training

Initial training requirements are based on a worker's potential for exposure.

Management and Supervisor Training

On-site managers and supervisors who are directly responsible for or who supervise workers engaged in hazardous operations are licensed herbicide applicators in the State of Washington. Mixer/Loaders who work with the applicators are trained and supervised by licensed applicators.

5.0 SPILL CONTAINMENT PROGRAM

(in compliance with 29 CFR 1910.120(b)(4)(ii)(J) and (j)(1)(viii))

This chapter of the Health and Safety Plan describes the potential for hazardous substance spills at this site and procedures for controlling and containing such spills. The purpose of this chapter of the Plan is to ensure that spill containment planning is conducted and appropriate control measures are established.

The spill containment program is consistent with OSHA requirements in 29 CFR 1910.120(b)(4)(ii)(J) and (j)(1)(viii) and addresses the following site-specific information:

potential hazardous substance spills and available controls
initial notification and response
spill evaluation and response
post-spill evaluation

Potential Spills and Available Controls

Table 5-1 below lists the location and type of potential hazardous substance spills at this site. This table also describes the activities or situations in which an accidental spill could occur and the type of release--either an incidental or an emergency release -- likely to result.

Wherever spills, leaks, or ruptures can occur, this site keeps suitable spill kits available. Their location is noted in Table 5-1. In addition, all areas subject to potential spills are diked or a means to adequately dike these areas in the event of a spill is available so that the entire volume of the hazardous substance being spilled can be contained and isolated. The type and location of spill containment equipment is also listed in Table 5-1.

Table 5-1 Potential Spills and Controls

Hazardous Substance	Location	Source of spill	Potential maximum qty of spill	Classification of spill	Available Spill Containment Equipment	Equipment Location
Herbicide	Lake shoreline loading herbicide into boats	Equipment failure	Unknown	Emergency	Spill Kit	Trucks & Boats
Herbicide	Lake shoreline loading herbicide into boats	Hose/line rupture	Unknown	Emergency	Spill Kit	Trucks & Boats
Herbicide	Spill in boat	Containers, Hoses, Hoppers, Tanks	Unknown	Emergency	Dispose of spillage in treatment zone not to exceed Aquatic Herbicide Label Concentrations	

5.2 Initial Spill Notification and Response

Any worker who discovers a hazardous substance spill will immediately notify Dave Kluttz, Project Manager. The worker will, to his/her best ability, report the hazardous substance involved, the location of the spill, the estimated quantity of material spilled, the direction/flow of the spill material, related fire/explosion incidents, and any associated injuries. The site Emergency Response Plan, found in Chapter 3 of this HASP, will immediately be implemented if an emergency release has occurred.

5.3 Spill Evaluation and Response

Dave Kluttz, Project Manager is responsible for evaluating spills and determining the appropriate response. When this evaluation is being made, the spill area will be isolated and demarcated.

The procedures of the Emergency Response Chapter of this HASP are implemented when the spill is determined to require emergency precautions and action. If necessary to protect nearby community members, notification of the appropriate authorities is made. Table 5-3 below lists the spill conditions that trigger notification of Federal, state, and local agencies.

Table 5-3 Off-site Notification Requirements

Spill Volume/ Hazardous Substance	Location	Conditions	Required Notification
Herbicide	Lake Shoreline, loading herbicide into boats	TBD By PM	Richard Sawyer 425-398-8900 x 6153

When an incidental release occurs, cleanup personnel receive instructions in a pre-cleanup meeting as to spill conditions, PPE, response activities, decontamination, and waste handling. The following are general measures that response/ cleanup personnel take when responding to a spill:

To minimize the potential for a hazardous spill, hazardous substance and contaminated soils, control/absorbent media, drums and containers, and other contaminated materials are properly stored and labeled.

When a spill occurs, only those persons involved in overseeing or performing spill containment operations will be allowed within the designated hazard areas. If necessary, the area will be roped, ribboned or otherwise blocked off. Unauthorized personnel are kept clear of the spill area.

Appropriate PPE, as specified during the pre-cleanup meeting, is donned before entering the spill area.

Appropriate spill control measures are specified in the pre-cleanup meeting and applied during spill response.

Whenever possible without endangerment of personnel, the spill is stopped at the source or as close to the source as possible.

Ignition points are removed if fire or explosion hazards exist.

Surrounding reactive materials are removed.

Drains or drainage in the spill area will be blocked or surrounded by berms to exclude the spilled waste and any materials applied to it.

Provisions are made to contain and recover a neutralizing solution, if used.

Small spills or leaks from a drum, tank, or pipe will require immediate cleanup to prevent or limit employee exposure. For small spills, sorbent materials such as sand, sawdust, or commercial sorbents from the spill kit are placed directly on the waste to prevent further spreading and aid in recovery.

If any spill is large and/or continuing, an initial isolation area is created. Large spills are diked at the leading edge of the spill. Berms of earthen or sorbent material are constructed downstream of the leading edge of the spill to contain it. Where feasible, pumps are utilized to transfer the liquid to appropriate containers.

Spill area is sprayed with appropriate foam where the possibility of volatile emissions exist.

If the spill results in the formation of a toxic vapor cloud, from vaporization, or reaction with surrounding materials or by the outbreak of fire, further evacuation may be required.

To dispose of spill waste, all contaminated sorbents, liquid waste, or earthen material will be cleaned up and placed in small quantities (50 pounds) in approved drums for proper storage or disposal as hazardous waste.

5.4 Post-Spill Evaluation

A written spill response report is prepared at the conclusion of clean-up operations. The report includes, at a minimum, the following information:

- date of spill incident
- cause of incident
- spill response actions
- any outside agencies involved, including their incident reports
- lessons learned or suggested improvements

The spill area is inspected to ensure the area has been satisfactorily cleaned. The use of soil, water, and air sampling is utilized in this determination as necessary. The root cause of the spill is examined and corrective steps taken to ensure the engineering and control measures in place have performed as required. If alternative precautions or measures are needed, they are made available and implemented.

6.0 PERSONAL PROTECTIVE EQUIPMENT

(in compliance with 29 CFR 1910.120(b)(4)(ii)(C) and 29 CFR 1910.120(g))

This chapter of the HASP describes how personal protective equipment (PPE) is used to protect against employee exposures to hazardous substances and hazardous conditions on this site.

PPE selection criteria

Site-specific PPE ensembles

Criteria for PPE upgrades and downgrades

Procedures for determining work duration

Training in use of PPE

Respiratory protection

Hearing conservation

PPE maintenance && storage

Evaluation of this program

The person with the overall responsibility for the PPE program is Dave Kluttz.

PPE Selection Criteria

Site safety and health hazards are eliminated or reduced to the greatest extent possible through engineering controls and work practices. Where hazards are still present, a combination of engineering controls, work practices, and PPE are used to protect employees.

An initial level of PPE is assigned to each task to provide an adequate barrier to exposure hazards. Initial PPE ensembles are selected based on the anticipated route(s) of entry of the hazardous substances on site and their concentration.

Ensemble materials are selected using permeation data supplied by individual manufacturers.

Materials providing the greatest duration of protection have been chosen. Tear and seam strength of the PPE are also considered to ensure ensemble durability while work is performed. When necessary, multiple layers of protection are used to accommodate the range of hazards that may be encountered. Where possible, employees are provided with a range of component sizes to ensure properly fitted PPE.

The following criteria are used in selecting PPE levels at this site. Use of

Level D Protection

Employees use Level D protection during tasks that have the following characteristics:

The atmosphere contains no known or suspected hazardous substances at concentrations that meet or exceed the published exposure limit.

Contact with hazardous levels of any chemicals through splashes, immersion, or by other means will not occur.

There is no potential for unexpected inhalation or contact with hazardous levels of any chemical.

Use of PPE

Site-specific PPE ensembles and materials are identified below in Table 6-2a. These ensembles are consistent with Appendix B of 29 CFR 1910.120. PPE is used in accordance with manufacturers' recommendations.

Table 6-2a Site-Specific PPE Ensembles				
Equipment	Model Purchased	Material	Employee	
<u>Level D</u>				
Coveralls/Standard Work Clothes	Coveralls or long sleeve shirts and long pants, hats	Cotton or poly cotton	No	
Boots/shoes	Shoes with socks		Yes	
Gloves	Chemical Resistant		No	
Other: Eye protection	Glasses		No	
Other: Ear Muffs	Ear Muffs on boats		No	

Criteria for PPE Upgrades and Downgrades

Dave Kluttz has the authority to upgrade or downgrade PPE in a timely manner to respond to changing site conditions and to protect employee health and safety. Routine evaluation of the effectiveness of the PPE program is conducted as identified in Section 6.7 below.

Procedures for Determining Work Duration

Dave Kluttz identifies task-specific work duration based on the following:

Physiological requirements of the task

PPE level for the task

Ambient temperature and humidity

Acclimatization of the work force

Employees are informed about task-specific work duration by the SSHO, during initial training and whenever a change is necessary

Training

Employees receive general training regarding proper selection, use and inspection of PPE during initial training and subsequent refresher training. Site-specific PPE requirements, including task-specific PPE, ensemble components, and inspection and maintenance procedures are communicated as identified in Chapter 4, Training.

Respiratory Protection

Respiratory protection is not used on this site in accord with the label of the products being applied.

Hearing Conservation

Employees must use hearing protection when traveling on airboats at speeds which require engine revolutions above 2000 rpm.

PPE Maintenance & Storage

Table 6-6 describes the PPE maintenance schedule for this site. The person responsible for overseeing PPE maintenance & storage procedures and for maintaining the inspection record is Dave Kluttz.

Table 6-6 PPE Maintenance					
Type of PPE	Model	Inspection Frequency	Done by	Cleaning Frequency	Done by
<u>Level D</u>					
Component	Coveralls or long sleeve	Daily	Applicators	NA	NA
Component	Shoes with socks	Daily	Applicators	NA	NA
Component	Ear Muffs	Daily	Applicators	NA	NA
Component	Glasses	Daily	Applicators	NA	NA
Component	Ear Muffs	Daily	Applicators	NA	NA

Defective or damaged equipment is not used and is reported to Dave Kluttz so that the equipment can be repaired or discarded.

Evaluation of PPE Program

Evaluation of the effectiveness of site PPE selections occurs throughout site activities in response employee



Lakeland Restoration Services, LLC

78 E River Spur Rd, Priest River, ID 83856

Phone/Fax: 877-273-6674

**CITY OF KENMORE, LAKE
WASHINGTON/SAMMAMISH RIVER
EURASIAN WATERMILFOIL, EGERIA, and AQUATIC
NUISANCE PLANT TREATMENT
SITE SPECIFIC SAFETY PLAN
July 16, 2018**

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1.0 ORGANIZATIONAL STRUCTURE

(in compliance with 29 CFR 1910.120(b)(2))

This chapter of the Health and Safety Plan describes lines of authority, responsibility, and communication as they pertain to health and safety functions at this site. The purpose of this chapter is to identify the personnel who impact the development and implementation of the site health and safety plan and to describe their roles and responsibilities. This chapter also identifies other contractors and subcontractors involved in work operations, and establishes the lines of communication among them for safety and health matters.

The organizational structure of this site's safety and health program is consistent with OSHA requirements in 29 CFR 1910.120(b)(2) and provides the following site-specific information:

- * the general supervisor who has the responsibility and authority to direct all hazardous waste operations
- * the site safety and health officer who has the responsibility and authority to develop and implement this HASP and verify compliance
- * other personnel needed for hazardous waste operations and emergency response and their general functions and responsibilities
- * the lines of authority, responsibility, and communication for safety and health functions

This section is reviewed and updated as necessary to reflect the current organizational structure at this site.

1.1 Roles and Responsibilities

All personnel and visitors on this site must comply with the requirements of this HASP. The specific responsibilities and authority of management, safety and health, and other personnel on this site are detailed in the following paragraphs. A site organizational chart illustrating the hierarchy of personnel and lines of communication within this company and with additional contractors on site is found in Figure 1-1.

Project Manager (PM)

The Project Manager (PM) for this site is Dave Kluttz. The PM has responsibility and authority to direct all work operations. The PM coordinates safety and health functions with the Site Safety and Health Officer (SSHO), has the authority to oversee and monitor the performance of the SSHO, and bears ultimate responsibility for the proper implementation of this HASP. The specific duties of the PM are:

Preparing and coordinating the site work plan; providing site supervisor(s) with work assignments and overseeing their performance; coordinating safety and health efforts with the SSHO; ensuring effective emergency response through coordination with the Emergency Response Coordinator (ERC); serving as primary site liaison with public agencies and officials and site contractors.

The qualified alternate Project Manager (PM) for this site is Jim Pogue.

Site Safety and Health Officer (SSHO)

The Site Safety and Health Officer (SSHO) for this site is Dave Kluttz. The SSHO has full responsibility and authority to develop and implement this HASP and to verify compliance. The SSHO reports to the Project Manager. The SSHO is on site or readily accessible to the site during all work operations and has the authority to halt site work if unsafe conditions are detected. The specific responsibilities of the SSHO are:

Managing the safety and health functions on this site; serving as the site's point of contact for safety and health matters; ensuring site monitoring, worker training, and effective selection and use of PPE; assessing site conditions for unsafe acts and conditions and providing corrective action; assisting the preparation and review of this HASP; maintaining effective safety and health records as described in this HASP; coordinating with the Emergency Response Coordinator (ERC), Site Supervisor(s), and others as necessary for safety and health efforts.

The qualified alternate Site Safety and Health Officer (SSHO) for this site is Jim Pogue.

Emergency Response Coordinator (ERC)

The Emergency Response Coordinator (ERC) for this site is Dave Kluttz. The ERC is responsible for assessing site conditions and directing and controlling emergency response activities in accordance with the Site Emergency Response Plan. The ERC reports to the Project Manager (PM). The ERC will ensure the evacuation, emergency transport, and treatment of site personnel and will notify the appropriate emergency response units and management staff in accordance with the emergency response plan of this HASP. Specific duties of the ERC include:

Developing and reviewing the emergency response plan; conducting emergency response rehearsals; ensuring effective emergency response to and evacuation of the site; coordinating emergency response functions with the Site Safety and Health Officer (SSHO), and integrating site emergency response plans with the disaster, fire, and/or emergency response plans of local, state, and federal organizations and agencies.

The qualified alternate Emergency Response Coordinator (ERC) for this site is Jim Pogue.

The qualified second alternate Emergency Response Coordinator (ERC) for this site is Roy Moore.

Site Workers

Site workers are responsible for complying with this HASP, using the proper PPE, reporting unsafe acts and conditions, and following the work and safety and health instructions of the Project Manager (PM), Site Safety and Health Officer (SSHO), and Site Supervisor.

1.2 Identification of Other Site Contractors

There are no other contractors or subcontractors on this site.

2.0 JOB HAZARD ANALYSIS

(in compliance with 29 CFR 1910.120(b)(4)(ii)(A), and 1910.120(i))

This chapter of the HASP describes the safety and health hazards associated with site work and the control measures selected to protect workers. The purpose of a job hazard analysis (JHA) is to identify and quantify the health and safety hazards associated with each site task and operation, and to evaluate the risks to workers. Using this information, appropriate control methods are selected to eliminate the identified risks if possible, or to effectively control them. The control methods are documented in each task-specific JHA. The information contained in this chapter is essential to effective preparation of all other chapters of the HASP. This section of the HASP includes:

- * job hazard analysis
- * hazardous substance information
- * employee notification of hazards

The person responsible for ongoing job hazard analysis at this site Dave KLuttz.

2.1 Job Hazard Analysis

Each site-specific JHA appears on a separate copy of Table 2-1. Each JHA lists a task or operation required during site operations and the location(s) where that task or operation is performed. A single JHA may be used for a task/operation performed in multiple locations if the hazards, potential exposures, and controls are the same in each location.

Each JHA lists the chemical hazards associated with that task and their known or anticipated concentrations during performance of the task. Each JHA also identifies anticipated physical and biological hazards and potential exposure levels or the likelihood of exposure. The final section of each JHA lists the control measures implemented to protect employees from exposure to the identified hazards. The information provided here is designed to satisfy the job hazard analysis requirements of 1910.120(b)(4)(ii)(A) and the workplace hazard assessment requirements of 1910.132(d). Health hazard information for all chemical substance identified in site JHAs appears in hazard data sheets attached to this chapter.

Dave Kluttz modifies site-specific JHAs and the accompanying data sheets when:

- * the scope of work is changed by adding, eliminating, or modifying tasks
- * new methods of performing site tasks are selected
- * observation of the performance of site tasks results in a revised characterization of the hazards
- * new chemical, biological, or physical hazards are identified
- * exposure data indicate changes in the concentration and/or likelihood of exposure
- * new/different control measures are selected

When JHAs are modified, related provisions in other chapters of this HASP are modified as needed.

Table 2-1: Site-Specific Job Hazard Analysis

Operational Phase	Phase No	Task/Operation	Location Where Task/Operation Performed
JH 01	1	On shore loading and handling	Lake Washington & Sammamish

Conducted	Print Name	Signature
July 15, 2018	Dave Klutz	

Chemical Hazards

Chemical Name	Source	Concentration	Exposure Potential During Operations
Diquat, Hydrothol, Aquathol & Glyphosate	Containers	100	Unlikely

Physical Hazards

Name of Physical Hazard	Source	Exposure Potential During Operations
Falling Down Bank	Steep Banks	Unlikely

Biological Hazards

Name of Biological Hazard	Source	Exposure Potential During Operations
---------------------------	--------	--------------------------------------

No Biological Hazards

Control Measures Used

Engineering Controls: Locate pump, tank and hoses to reduce tripping hazards.
 Work Practices: Exercise care when loading and handling, exercise care when moving and transporting equipment and use proper Personal Protection Equipment to reduce exposure hazard. Follow Aquatic Herbicide Label instructions.

Level of PPE: Long Sleeve Shirt or Coveralls
 Shoes with socks
 Eye Protection
 Gloves

PPE Upgrade: No

PPE Downgrade: No

Table 2-1: Site-Specific Job Hazard Analysis

Operational Phase	Phase No	Task/Operation	Location Where Task/Operation Performed
JH 02	1	On boat application to targeted vegetation	Lake Washington Sammamish

Conducted	Print Name	Signature
07/15/2018		

Chemical Hazards

Chemical Name	Source	Concentration	Exposure Potential During Operations
Diquat, Hydrothol, Aquathol & Glyphosate	Containers, Hoses & Pumps	100	Unlikely

Physical Hazards

Name of Physical Hazard	Source	Exposure Potential During Operations
Tripping over hoses	Hoses	Unlikely
Falling Overboard	Water	Unlikely

Biological Hazards

Name of Biological Hazard	Source	Exposure Potential During Operations
No Biological Hazards		

Control Measures Used

Engineering Controls: Locate pump, tank and hoses to reduce tripping hazards.
 Work Practices: Exercise care when loading and handling, exercise care when moving and transporting equipment and use proper Personal Protection Equipment to reduce exposure hazard. Follow Aquatic Herbicide Label instructions.

Level of PPE: Eye Protection
 Long Sleeve Shirt or Coveralls
 Shoes with socks
 Gloves

PPE Upgrade: No

PPE Downgrade: No

2.2 Employee Notification of Hazards and Overall Site Information Program

The information in the JHAs and the attached data sheets is made available to all employees who could be affected by it prior to the time they begin their work activities. Modifications to JHAs and the accompanying data sheets are communicated during routine briefings.

The person responsible for providing site information, this HASP, and any modifications to the HASP to other contractors and subcontractors working on this site is: Dave Kluttz.

3.0 EMERGENCY RESPONSE PLAN

(in compliance with 29 CFR 1910.120(l) and 1910.120(b)(4)(ii)(H))

This is the site-specific emergency response plan. This chapter of the Health and Safety Plan describes potential emergencies at this site, procedures for responding to those emergencies, roles and responsibilities during emergency response, and training that workers must receive in order to follow emergency procedures.

This emergency response plan is consistent with the requirements of 29 CFR 1910.120(l) and provides the following site-specific information:

- * pre-emergency planning
- * personnel roles, lines of authority, and communication
- * emergency recognition and prevention
- * emergency medical treatment and first aid
- * PPE and emergency equipment

3.1 Pre-emergency Planning

This site has been evaluated for potential emergency occurrences, based on site hazards, the tasks within the work plan.

Table 3-1 Potential Site Emergencies

Type of Emergency	Source of Emergency	Location of Source
Chemical Spill	Containers	All Loading and Handling Areas
Physical Injury	Lifting, Falling, Tripping, Drowning	All Loading, Handling and Application Sites

3.2 On-Site Emergency Response Equipment

Emergency procedures may require specialized equipment to facilitate worker rescue, contamination control and reduction, or post-emergency clean-up. Emergency response equipment stocked on this site is listed in Table 11-2. The equipment inventory and storage locations are based on the potential emergencies described in Table 11-1. This equipment inventory is designed to meet on-site emergency response needs and any specialized equipment needs that off-site responders might require because of the hazards at this site but not ordinarily stocked.

Any additional PPE required and stocked for emergency response is also listed in Table 3-2 below. During an emergency, the Emergency Response Coordinator is responsible for specifying the level of PPE required for emergency response.

Emergency response equipment is inspected at regular intervals and maintained in good working order. The equipment inventory is replenished as necessary to maintain response capabilities.

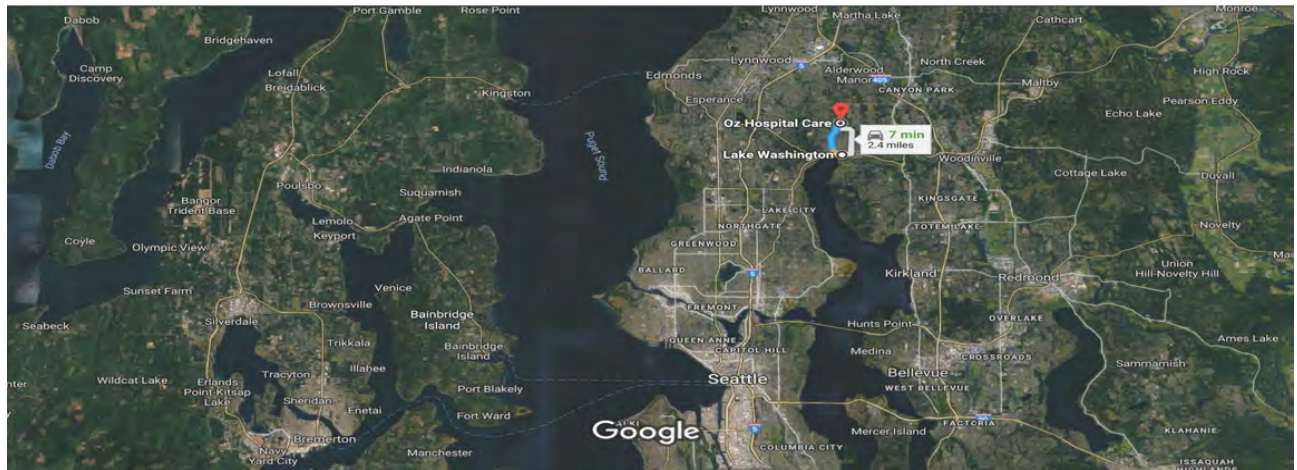
Table 3-2 Emergency Equipment and Emergency PPE

Emergency	Specific Type	Quantity Stocked	Location Stored
Fire extinguisher		5	Boats and Trucks
First Aid and Eye Wash Kits		2	Boats
Spill Kits		2	Loading Area
Emergency PPE	Specific Type	Quantity Stocked	Location Stored
Rubber gloves		24	Boats and Trucks
Eye protection		12	Boats and Trucks

Figure 3-3a provides a map to the nearest emergency medical assistance.

Figure 3-3 Map to Nearest Emergency Medical Assistance

Oz Hospital Care 425-286-6494
24230 18th PL W, Bothell, WA 98021



Lake Washington

Washington

- ↑ 1. Head west on NE 175th St toward 61st Ave NE 0.2 mi
- ↘ 2. Turn right onto 61st Ave NE 1.4 mi
- ↑ 3. Continue onto Locust Way 0.2 mi
- ↘ 4. Turn right onto 18th Pl W
 ⓘ Destination will be on the right 469 ft

Oz Hospital Care

24230 18th Pl W, Bothell, WA 98021

3.4 Roles and Responsibilities for On-Site and Off-Site Personnel

Dave Kluttz is responsible for implementing the emergency response plan and coordinates emergency response activities on this site. He/she provides specific direction for emergency action based upon information available regarding the incident and response capabilities and initiates emergency procedures, including protection of the public and notification of appropriate authorities.

In the event of an emergency, site personnel are evacuated and do not participate in emergency response activities, except as indicated below.

Limited On-Site Emergency Response Activities

For spills

Turn off all pumps
Close all valves
Surround spill with containment dike
Use Absorbent mats to clean up spill
Place in plastic containment bags

For Injuries

Assess extent of injury
Administer First Aid if appropriate
Contact Emergency Medical Personnel
Transport to **Oz Hospital Care 24230 18th PL W, Bothell, WA 98021**

3.5 Emergency Medical Treatment and First Aid

Personnel who require medical care and/or who are transferred to a medical facility are accompanied by MSDSs and other applicable hazard data to apprise caregivers of the chemicals and hazards to which the victim has been potentially exposed. The emergency medical care facility for this site is **24230 18th PL W, Bothell, WA 98021**. The route to the facility is shown in Figure 3-3 a & b.

Table 3.6 Emergency Contact Information

The list of telephone numbers below are the emergency contact numbers for this site. These emergency numbers are verified to be accurate, working numbers. Site personnel are trained and rehearsed in site-specific emergency calling procedures. A copy of this contact information is posted at the following locations:

Trucks and Boats

SITE PERSONNEL

Title	Contact	Telephone
Project Manager (PM)	Dave Kluttz	208-597-6601
Site Safety and Health Officer (SSHO)	Dave Kluttz	20-8597-6601
Emergency Response Coordinator (ERC)	Dave Kluttz	208-597-6601
Emergency Response Coordinator 1st Alternate	Jim Pogue	208-290-4953
Emergency Response Coordinator 2nd Alternate	Roy Moore	509-671-7596

Agency Telephone	Contact	Address/Location
Ambulance/EMS		911
Police		911
Fire		911
Primary Medical Facility	Oz Hospital Care 24230 18th PL W, Bothell, WA 98021	425-286-6494
State Police		911
Local Emergency Response		911
Emergency Medical Assistance		911
Poison Control Center		800-424-9300

4.0 TRAINING PROGRAM

(in compliance with 29 CFR 1910.120(e))

This training program is consistent with the requirements of 29 CFR 1910.120(e) and addresses the following site-specific information:

- * training for site workers
- * site briefings for visitors and workers
- * management and supervisor training

4.1a Training Elements to be Covered for Site Workers:

- names of personnel and alternates responsible for site safety and health
- safety, health and other hazards present on the site
- use of PPE
- work practices by which the employee can minimize risks from hazards
- safe use of engineering controls and equipment on the site
- the emergency response plan detailed in Chapter 3 of this HASP
- the spill containment program detailed in Chapter 5 of this HASP

4.1b Site-Specific Briefings for Visitors

A site-specific briefing is provided to all site visitors who enter this site. For visitors, the site-specific briefing provides information about site hazards, the site lay-out including work zones and places of refuge, the emergency alarm system and emergency evacuation procedures, and other pertinent safety and health requirements as appropriate.

4.1c HASP Information and Site-Specific Briefings for Workers

Site personnel review this HASP and are provided a site-specific briefing prior to the commencement of work to ensure that employees are familiar with this HASP and the information and requirements it contains. Additional briefings are provided as necessary to notify employees of any changes to this HASP as a result of information gathered during ongoing site characterization and analysis. Conditions for which we schedule additional briefings include, but are not limited to: changes in site conditions, changes in the work schedule/plan, newly discovered hazards, and incidents occurring during site work.

4.2 Initial Training

Initial training requirements are based on a worker's potential for exposure.

4.3 Management and Supervisor Training

On-site managers and supervisors who are directly responsible for or who supervise workers engaged in hazardous operations are licensed herbicide applicators in the State of Washington. Mixer/Loaders who work with the applicators are trained and supervised by licensed applicators.

5.0 SPILL CONTAINMENT PROGRAM

(in compliance with 29 CFR 1910.120(b)(4)(ii)(J) and (j)(1)(viii))

This chapter of the Health and Safety Plan describes the potential for hazardous substance spills at this site and procedures for controlling and containing such spills. The purpose of this chapter of the Plan is to ensure that spill containment planning is conducted and appropriate control measures are established.

The spill containment program is consistent with OSHA requirements in 29 CFR 1910.120(b)(4)(ii)(J) and (j)(1)(viii) and addresses the following site-specific information:

- * potential hazardous substance spills and available controls
- * initial notification and response
- * spill evaluation and response
- * post-spill evaluation

5.1 Potential Spills and Available Controls

Table 5-1 below lists the location and type of potential hazardous substance spills at this site. This table also describes the activities or situations in which an accidental spill could occur and the type of release--either an incidental or an emergency release -- likely to result.

Wherever spills, leaks, or ruptures can occur, this site keeps suitable spill kits available. Their location is noted in Table 5-1. In addition, all areas subject to potential spills are diked or a means to adequately dike these areas in the event of a spill is available so that the entire volume of the hazardous substance being spilled can be contained and isolated. The type and location of spill containment equipment is also listed in Table 5-1.

Table 5-1 Potential Spills and Controls

Hazardous Substance	Location	Source of spill	Potential maximum qty of spill	Classification of spill	Available Spill Containment Equipment	Equipment Location
Herbicide	Lake shoreline loading herbicide into boats	Equipment failure	Unknown	Emergency	Spill Kit	Trucks & Boats
Herbicide	Lake shoreline loading herbicide into boats	Hose/line rupture	Unknown	Emergency	Spill Kit	Trucks & Boats
Herbicide	Spill in boat	Containers, Hoses, Hoppers, Tanks	Unknown	Emergency	Dispose of spillage in treatment zone not to exceed Aquatic Herbicide Label Concentrations	

5.2 Initial Spill Notification and Response

Any worker who discovers a hazardous substance spill will immediately notify Dave Kluttz, Project Manager. The worker will, to his/her best ability, report the hazardous substance involved, the location of the spill, the estimated quantity of material spilled, the direction/flow of the spill material, related fire/explosion incidents, and any associated injuries. The site Emergency Response Plan, found in Chapter 3 of this HASP, will immediately be implemented if an emergency release has occurred.

5.3 Spill Evaluation and Response

Dave Kluttz, Project Manager is responsible for evaluating spills and determining the appropriate response. When this evaluation is being made, the spill area will be isolated and demarcated.

The procedures of the Emergency Response Chapter of this HASP are implemented when the spill is determined to require emergency precautions and action. If necessary to protect nearby community members, notification of the appropriate authorities is made. Table 5-3 below lists the spill conditions that trigger notification of Federal, state, and local agencies.

Table 5-3 Off-site Notification Requirements

Hazardous Substance	Location	Spill Volume/ Conditions	Required Notification
Herbicide	Lake Shoreline, loading herbicide into boats	TBD By PM	Richard Sawyer 425-398-8900 x 6153

When an incidental release occurs, cleanup personnel receive instructions in a pre-cleanup meeting as to spill conditions, PPE, response activities, decontamination, and waste handling. The following are general measures that response/ cleanup personnel take when responding to a spill:

- * To minimize the potential for a hazardous spill, hazardous substance and contaminated soils, control/absorbent media, drums and containers, and other contaminated materials are properly stored and labeled.
- * When a spill occurs, only those persons involved in overseeing or performing spill containment operations will be allowed within the designated hazard areas. If necessary, the area will be roped, ribboned or otherwise blocked off. Unauthorized personnel are kept clear of the spill area.
- * Appropriate PPE, as specified during the pre-cleanup meeting, is donned before entering the spill area.
- * Appropriate spill control measures are specified in the pre-cleanup meeting and applied during spill response.
- * Whenever possible without endangerment of personnel, the spill is stopped at the source or as close to the source as possible.
- * Ignition points are removed if fire or explosion hazards exist.
- * Surrounding reactive materials are removed.
- * Drains or drainage in the spill area will be blocked or surrounded by berms to exclude the spilled waste and any materials applied to it.
- * Provisions are made to contain and recover a neutralizing solution, if used.
- * Small spills or leaks from a drum, tank, or pipe will require immediate cleanup to prevent or limit employee exposure. For small spills, sorbent materials such as sand, sawdust, or commercial sorbents from the spill kit are placed directly on the waste to prevent further spreading and aid in recovery.
- * If any spill is large and/or continuing, an initial isolation area is created. Large spills are diked at the leading edge of the spill. Berms of earthen or sorbent material are constructed downstream of the leading edge of the spill to contain it. Where feasible, pumps are utilized to transfer the liquid to appropriate containers.
- * Spill area is sprayed with appropriate foam where the possibility of volatile emissions exist.
- * If the spill results in the formation of a toxic vapor cloud, from vaporization, or reaction with surrounding materials or by the outbreak of fire, further evacuation may be required.
- * To dispose of spill waste, all contaminated sorbents, liquid waste, or earthen material will be cleaned up and placed in small quantities (50 pounds) in approved drums for proper storage or disposal as hazardous waste.

5.4 Post-Spill Evaluation

A written spill response report is prepared at the conclusion of clean-up operations. The report includes, at a minimum, the following information:

- * date of spill incident
- * cause of incident
- * spill response actions
- * any outside agencies involved, including their incident reports
- * lessons learned or suggested improvements

The spill area is inspected to ensure the area has been satisfactorily cleaned. The use of soil, water, and air sampling is utilized in this determination as necessary. The root cause of the spill is examined and corrective steps taken to ensure the engineering and control measures in place have performed as required. If alternative precautions or measures are needed, they are made available and implemented.

6.0 PERSONAL PROTECTIVE EQUIPMENT

(in compliance with 29 CFR 1910.120(b)(4)(ii)(C) and 29 CFR 1910.120(g))

This chapter of the HASP describes how personal protective equipment (PPE) is used to protect against employee exposures to hazardous substances and hazardous conditions on this site.

- * PPE selection criteria
- * Site-specific PPE ensembles
- * Criteria for PPE upgrades and downgrades
- * Procedures for determining work duration
- * Training in use of PPE
- * Respiratory protection
- * Hearing conservation
- * PPE maintenance && storage
- * Evaluation of this program

The person with the overall responsibility for the PPE program is Dave Kluttz.

6.1 PPE Selection Criteria

Site safety and health hazards are eliminated or reduced to the greatest extent possible through engineering controls and work practices. Where hazards are still present, a combination of engineering controls, work practices, and PPE are used to protect employees.

An initial level of PPE is assigned to each task to provide an adequate barrier to exposure hazards. Initial PPE ensembles are selected based on the anticipated route(s) of entry of the hazardous substances on site and their concentration. Ensemble materials are selected using permeation data supplied by individual manufacturers. Materials providing the greatest duration of protection have been chosen. Tear and seam strength of the PPE are also considered to ensure ensemble durability while work is performed. When necessary, multiple layers of protection are used to accommodate the range of hazards that may be encountered. Where possible, employees are provided with a range of component sizes to ensure properly fitted PPE.

The following criteria are used in selecting PPE levels at this site.

Use of Level D Protection

Employees use Level D protection during tasks that have the following characteristics:

- * The atmosphere contains no known or suspected hazardous substances at concentrations that meet or exceed the published exposure limit.
- * Contact with hazardous levels of any chemicals through splashes, immersion, or by other means will not occur.
- * There is no potential for unexpected inhalation or contact with hazardous levels of any chemical.

6.2 Use of PPE

Site-specific PPE ensembles and materials are identified below in Table 6-2a. These ensembles are consistent with Appendix B of 29 CFR 1910.120. PPE is used in accordance with manufacturers' recommendations.

Table 6-2a Site-Specific PPE Ensembles			
Equipment	Model Purchased	Material	Employee
<u>Level D</u>			
Coveralls/Standard Work Clothes	Coveralls or long sleeve shirts and long pants, hats	Cotton or poly cotton	No
Boots/shoes	Shoes with socks		Yes
Gloves	Chemical Resistant		No
Other: Eye protection	Glasses		No
Other: Ear Muffs	Ear Muffs on boats		No

Criteria for PPE Upgrades and Downgrades

Dave Kluttz has the authority to upgrade or downgrade PPE in a timely manner to respond to changing site conditions and to protect employee health and safety. Routine evaluation of the effectiveness of the PPE program is conducted as identified in Section 6.7 below.

Procedures for Determining Work Duration

Dave Kluttz identifies task-specific work duration based on the following:

- * Physiological requirements of the task
- * PPE level for the task
- * Ambient temperature and humidity
- * Acclimatization of the work force

Employees are informed about task-specific work duration by the SSHO, during initial training and whenever a change is necessary

6.3 Training

Employees receive general training regarding proper selection, use and inspection of PPE during initial training and subsequent refresher training. Site-specific PPE requirements, including task-specific PPE, ensemble components, and inspection and maintenance procedures are communicated as identified in Chapter 4, Training.

6.4 Respiratory Protection

Respiratory protection is not used on this site in accord with the label of the products being applied.

6.5 Hearing Conservation

Employees must use hearing protection when traveling on airboats at speeds which require engine revolutions above 2000 rpm.

6.6 PPE Maintenance & Storage

Table 6-6 describes the PPE maintenance schedule for this site. The person responsible for overseeing PPE maintenance & storage procedures and for maintaining the inspection record is Dave Kluttz.

Table 6-6 PPE Maintenance					
Type of PPE	Model	Inspection Frequency	Done by	Cleaning Frequency	Done by
<u>Level D</u>					
Component	Coveralls or long sleeve	Daily	Applicators	NA	NA
Component	Shoes with socks	Daily	Applicators	NA	NA
Component	Ear Muffs	Daily	Applicators	NA	NA
Component	Glasses	Daily	Applicators	NA	NA
Component	Ear Muffs	Daily	Applicators	NA	NA

Defective or damaged equipment is not used and is reported to Dave Kluttz so that the equipment can be repaired or discarded.

6.7 Evaluation of PPE Program

Evaluation of the effectiveness of site PPE selections occurs throughout site activities in response employee feedback.

Appendix F

WSDA Pesticide Application Records



PESTICIDE APPLICATION RECORD (Version 1)

NOTE: This form must be completed same day as the application and it must be retained for 7 years (Ref. chapter 17.21 RCW)

Washington State Department of Agriculture
Pesticide Management Division
PO Box 42560
Olympia WA 98504-2560
(877) 301-4555

1. Date of Application - Year: 2018 Month: June Day: 4 Start Time: 8:00am
Stop Time: 5:00pm
2. Name of person for whom the pesticide was applied: Richard Sawyer and Janet Quinn
Firm Name (if applicable): City of Kenmore
Street Address: 18120 68th Ave NE City: Kenmore State: WA Zip: 98028
3. Licensed Applicator's Name (if different from #2 above): David Kluttz License No.: 66448
Firm Name (if applicable): Lakeland Restoration Services, LLC Tel No.: 877-273-6674
Street Address: 78 E River Spur Rd City: Priest River State: ID Zip: 83856
4. Name of person(s) who applied the pesticide (if different from #3 above): Jim Pouge
License No(s). If applicable: 90277
5. Application Crop or Site: Parts of Lake Washington and the Sammamish River Channel
6. Total Area Treated (acre, sq. ft., etc.): 30.8 acres
7. Was this application made as a result of a WSDA Permit? ☐ No ☒ Yes (If yes, give Permit No.) # WAG994293
8. Pesticide Information (please list all information for each pesticide, including adjuvants (buffer, surfactant, etc.), in the tank mix):

a) Full Product Name	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied
Tricopyr	81927-13	180 gallons	5.8 gal / acre	
			/	
			/	
			/	
			/	

9. Address **or exact location** of application. NOTE: If the application is made to one acre or more of agricultural land, the field location must be shown on the map on page two of this form.

See attached Maps

10. Wind direction and estimated velocity (mph) during the application: 8 mph S
11. Temperature during the application: Low 52 F High 66 F
12. Apparatus license plate number (if applicable): E818
13. ☐ Air ☒ Ground ☐ Chemigation
14. Miscellaneous Information: Airboat



PESTICIDE APPLICATION RECORD (Version 1)

NOTE: This form must be completed same day as the application and it must be retained for 7 years (Ref. chapter 17.21 RCW)

Washington State Department of Agriculture
Pesticide Management Division
PO Box 42560
Olympia WA 98504-2560
(877) 301-4555

1. Date of Application - Year: 2018 Month: July Day: 16 Start Time: 8:00am
Stop Time: 5:00pm
2. Name of person for whom the pesticide was applied: Richard Sawyer and Janet Quinn
Firm Name (if applicable): City of Kenmore
Street Address: 18120 68th Ave NE City: Kenmore State: WA Zip: 98028
3. Licensed Applicator's Name (if different from #2 above): David Kluttz License No.: 66448
Firm Name (if applicable): Lakeland Restoration Services, LLC Tel No.: 877-273-6674
Street Address: 78 E River Spur Rd City: Priest River State: ID Zip: 83856
4. Name of person(s) who applied the pesticide (if different from #3 above): Jim Pouge
License No(s). If applicable: 90277
5. Application Crop or Site: Parts of Lake Washington and the Sammamish River Channel
6. Total Area Treated (acre, sq. ft., etc.): 35 acres
7. Was this application made as a result of a WSDA Permit? ☐ No ☒ Yes (If yes, give Permit No.) # WAG994293
8. Pesticide Information (please list all information for each pesticide, including adjuvants (buffer, surfactant, etc.), in the tank mix):

a) Full Product Name	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied
Diquat	81927-35	35 gallons	1 gal / acre	
Hydrothol	70506-175	35 gallons	1 gal / acre	
Aquathol	70506-176	35 gallons	1 gal / acre	
			/	
			/	

9. Address **or exact location** of application. NOTE: If the application is made to one acre or more of agricultural land, the field location must be shown on the map on page two of this form.

See attached Maps

10. Wind direction and estimated velocity (mph) during the application: 5 mph NW
11. Temperature during the application: Low 63 F High 90 F
12. Apparatus license plate number (if applicable): E818
13. ☐ Air ☒ Ground ☐ Chemigation
14. Miscellaneous Information: Airboat

APPENDIX B

2019 Treatment Report

City of Kenmore

2019 Aquatic Macrophyte Control Program



Prepared By
Northwest Aquatic Eco-Systems
855 Trosper Road SW #108-313
Tumwater, WA 98512
360-357-3285
Pondweeds@comcast.net

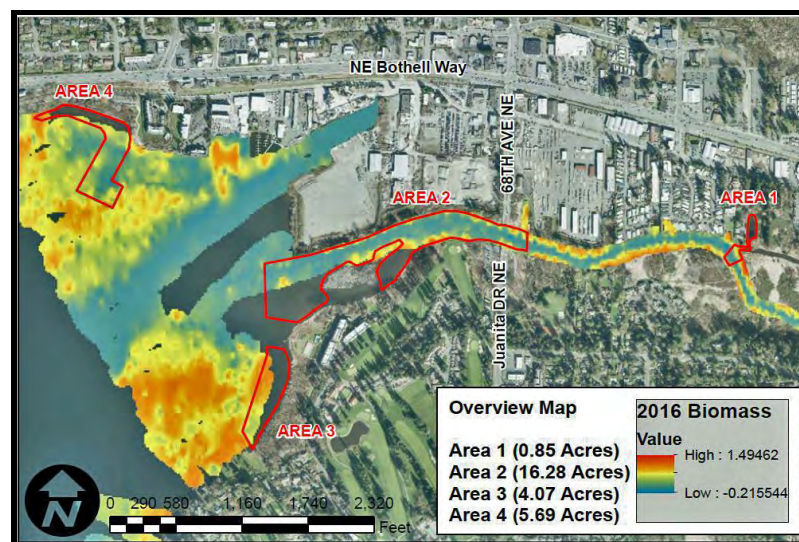
Project Overview

The City of Kenmore has been actively involved since 2017 in controlling noxious and noxious native aquatic macrophytes within approximately 27 acres encompassing 4 treatment sites. Targeted sites are located within the Sammamish River and north shores of Lake Washington. Excessive plant biomass presently interferes with the water-body's ability to function as a safe and aesthetically pleasing water resource. Specifically targeted are Eurasian watermilfoil, fragrant water lily and Brazilian Elodea. Sites were to receive one application prior to July 15 targeting the Eurasian watermilfoil and a second application following July 15. All four treatment sites have a fish timing window (noted above) that restricts general broad spectrum control during this limited two week timeframe. Treatments may occur prior to July 15 and after July 31 but such applications can only utilize specific herbicides that typically target only Eurasian watermilfoil. The only timeline permitted to control Brazilian Elodea is July 15 through July 31.

Eurasian watermilfoil is classified as a non-regulated Class B noxious species while fragrant water lily is a non-regulated Class C species. Both classifications are not designated for control in King County, control is only recommended but not required.

Brazilian Elodea is a Class B noxious species. Typically this classification mandates control in areas where the plant is not wide spread. Brazilian elodea is designated for control throughout King County except in Lake Washington and the Sammamish River. Control at the four targeted sites for this species is under the discretion of the local jurisdiction.

Established Treatment Zones (Four targeted control sites)



Predominant lake use within the targeted sites consists of typical non wake recreational use activities, swimming, fishing, canoeing, kayaking and paddle boarding.

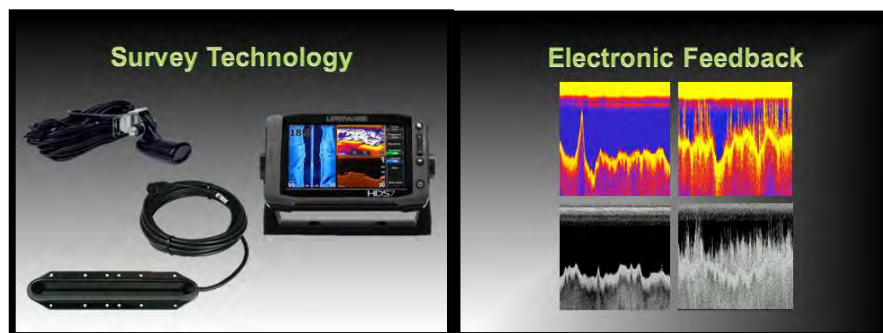
Survey Protocol

The NWAEE mapping protocol utilizes state of the art Bio Base mapping technology. This system produces three map types consisting of a bathymetric contour, a sediment composition profile and a macrophyte density map. All maps are GIS friendly and can be exported into any GIS program. Maps are color coded so they can be easily evaluated by any viewer.

Mapping technology utilizes specialized transducers that electronically collect thousands of data points as the survey boat transects the lakes littoral zone. Data is recorded and viewed onboard. Each file contains one hour of survey data. A completed survey may be comprised of one or more files. Upon completion, all the program files are downloaded and processed. The survey and sonar log produces a stored electronic file of the lake bottom that can be viewed in house at any time and allows the ability to view plant growth along the boats survey track.

Our protocol encompasses a surface vehicle transecting the lake along the entire littoral zone. Boat tracks are designed to be approximately 150 feet apart. Sonar beam data collection extends approximately 150 feet from all directions surrounding the boat. To ensure the efficacy of the survey, a bottom sampling rake is thrown from the boat at various locations lake-wide. The rake is then drawn across the lake bottom, brought to the surface and into the boat. Plants attached to the rake are identified and confirmed as being the same species as noted through the structure scan or visually noted through the water column. This sampling point is then incorporated into the file data log as a single point reference noting the species captured during the rake tow. These points are then added to the final project map.

Noted below is the equipment utilized during a survey event. The survey technology picture below identifies the chart recorder, transducer and structure scan electronics. Electronic feedback picture displays real time data as being recorded and viewed on screen. Color and black/white photos on the left identify a lake bed bottom without weed growth, pictures on the right depict weed growth throughout the water column.



Our program provides for a straightforward format for the interpretation of pre and post treatment results.

One issue related to the use of sonar technology is the inability to accurately map weed beds in depths of less than 3 feet or in areas where weed densities interfere with the ability of the transducer to accurately receive the rebounding signals from the bottom sediments. The transducer must accurately define the lake bottom from which the signal rebounds while also receiving a signal that is not distorted due to the short distance the transducer is in conjunction with the bottom. As a result of these issues it is not advisable to rely on survey data in depths of less than 3 feet. Our late August survey of these sites brings into focus how these environmental conditions influence the survey results.

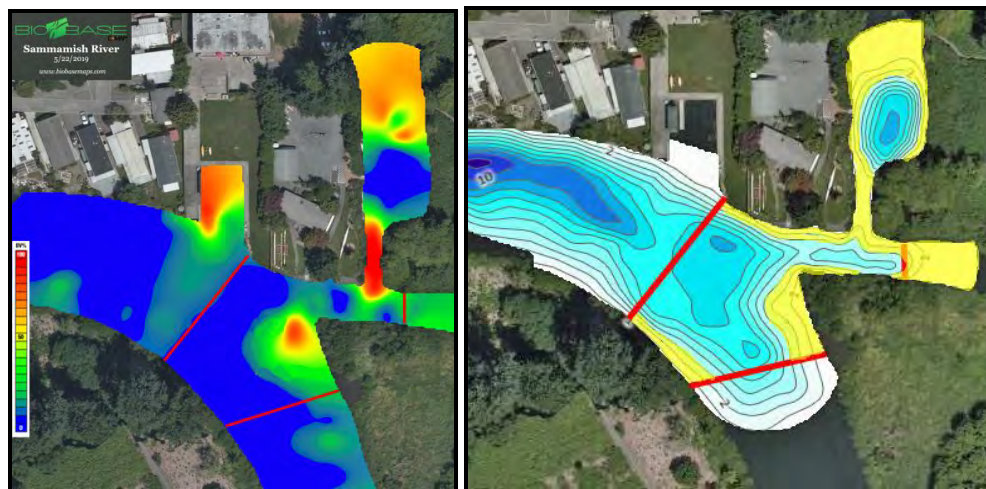
Pre Treatment Survey 5-22-19

The 2019 pre-treatment assessment was conducted on May 22. Survey maps were broken down into three separate events Area #1, Areas #2 & #3 and Area #4. A bathymetric map of each site is included in the survey with water depths less than three feet identified in yellow.

Maps have been produced and processed utilizing the BioBase (www.biobasemaps.com) mapping software.

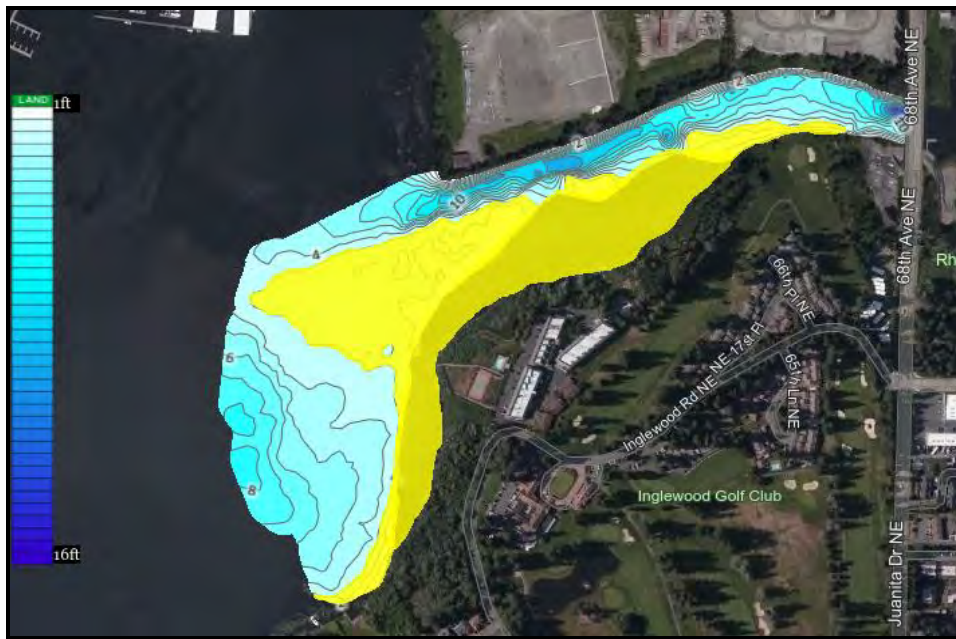
Blue areas indicate no plant biomass present, yellow 50% and red 100%. Bathymetric maps have been delineated at one foot contour intervals.

Area #1



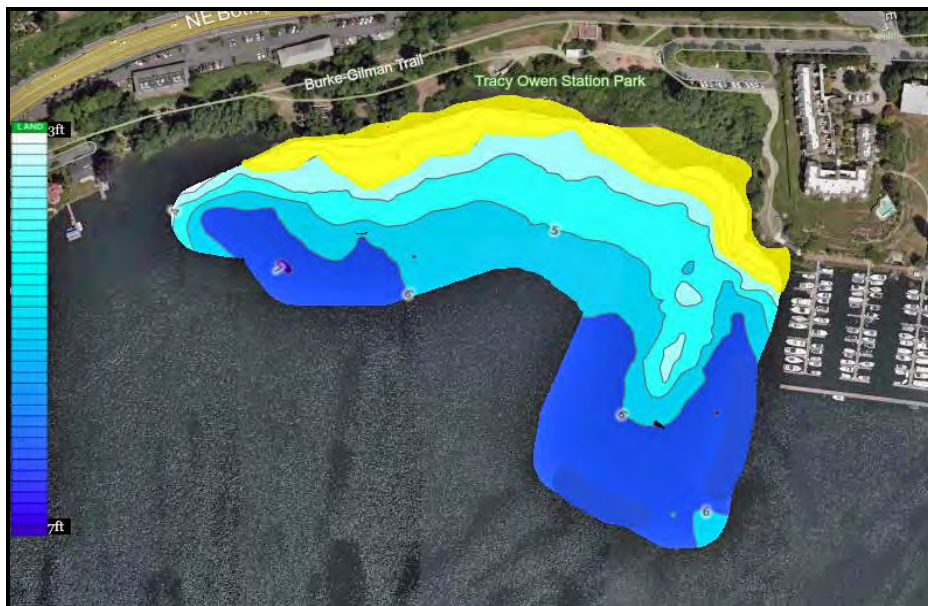
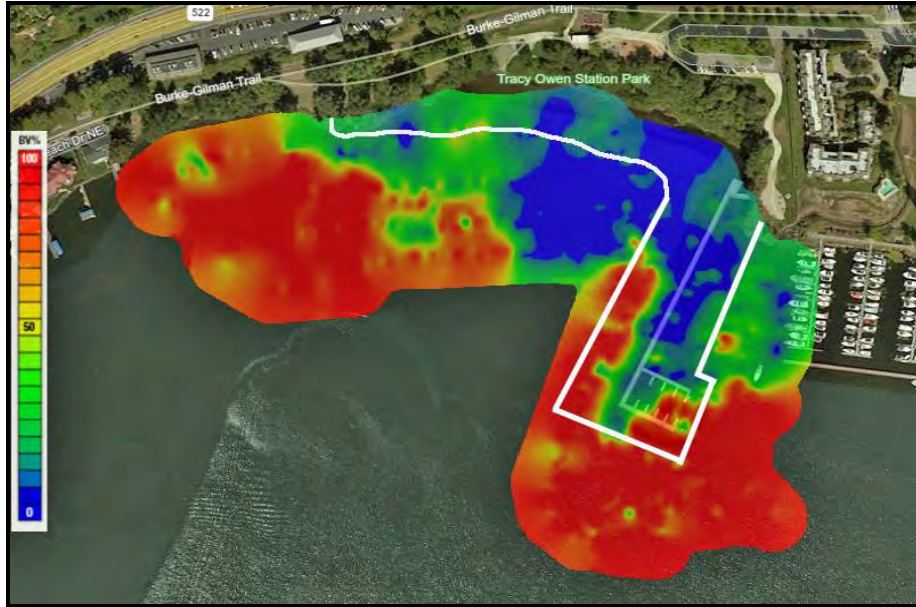
Three foot yellow contour

Area #2 & #3



Three foot yellow contour

Area #4



Three foot yellow contour

Pre treatment rake bottom sampling data was mistakenly erased from the unit during a hard set reboot during the post treatment survey.

Triclopyr Treatment 5-28

All sites were treated with Triclopyr to control Eurasian watermilfoil and fragrant water lily. Prior to treatment all residents and business within ¼ mile of the targeted sites were sent a Business and Residential treatment notification in accordance with the permit guidelines. A mailing list provided by the city was utilized to complete this task. On the day of treatment docks and properties within 400 feet of the sites were posted with signage that also complied with the permit requirements.



A sixteen foot Airgator airboat with two 25 gallon holding tanks and weighted discharge hoses were incorporated into the project as the vessel responsible for applying the herbicide mixture. As each site was sprayed the correct prescribed dosage was added into the tanks. If the tanks were not full the remaining volume in each tank was then filled with clean lake water. Upon arrival at each designated site the onboard pumping system was then engaged. Water was drawn from the lake and mixed onboard with the herbicide through a metered injection system. Once mixed the resulting combination was then injected back into the water column within two feet of the bottom. The treatment boat transversed each targeted location until the mixture was evenly distributed.

All empty containers were triple rinsed at the staging area or treatment sites.

Treatment Area ID #1 5-28-2019

Chemical Used –Triclopyr

Active Ingredient 15 pounds, 5 gallons

Acreage Treated– .85

Treatment Area ID #2 5-28-2019

Chemical Used –Triclopyr

Active Ingredient 255 pounds, 78 gallons

Acreage Treated 16.28

Treatment Area ID #3 5-28-2019

Chemical Used –Triclopyr

Active Ingredient 25 pounds 25, 8.5 gallons
Acreage Treated– 4.07

Treatment Area ID #4 5-28-2019

Chemical Used –Triclopyr
Active Ingredient 30 pounds, 10 gallons
Acreage Treated– 5.69

Post Treatment Visual Survey 6-15-19

A brief visual inspection of the site was performed to assess the effectiveness of the Triclopyr treatment. Milfoil plants were exhibiting a typical and expected response of bent stems, discolored leaves and partial defoliation. Fragrant water lily plants were experiencing a very limited barely noticeable response. Characteristically these plants should have been exhibiting a much stronger response to the Triclopyr. It appeared that limited uptake of the herbicide occurred.

Diquat & Hydrothol Treatment 7-17 & 7-18

The same posting procedure noted during the earlier treatment was once again utilized during this event. Application equipment was the same with the one exception that the discharge hoses were now positioned one foot from the water's surface. Targeted species for all sites consisted of pondweeds (dominant species white stem), coontail, elodea, and Brazilian Elodea. Area #1 was experiencing a filamentous algae problem so Hydrothol 191 was applied to this small site at a rate of .2ppm. Areas #1 & #2 were treated first. Poor weather shortly surfaced as the treatment boat was forced to secure cover in the marina adjacent to site #4. Weather conditions continued to degrade as planes were no longer landing or taking off from Kenmore Air. Our crew remained hostage to the weather for approximately three hours. A short downturn in the weather occurred and the crew proceeded back to the launch. NWAEC returned back to the site the following day to complete the treatment of sites #3 & #4. Wind and rain likely created problems with the posting signage remaining in place.

Treatment Area ID #1 7-17-2019-

Chemical Used –Diquat, Hydrothol 191
Active Ingredient 5.6 pounds Diquat, 1.5 gallons, Hydrothol 3.0 pounds, 1.5 gallons
Acreage Treated– .85

Treatment Area ID #2 7-17-2019

Chemical Used –Diquat
Active Ingredient 93.25 pounds, 25 gallons
Acreage Treated 16.28

Treatment Area ID #3 7-18-2019

Chemical Used – Diquat, Triclopyr

Active Ingredient 26.1pounds Diquat, 7 gallons, Triclopyr 1.5 pounds, .5 gallons

Acreage Treated– Diquat 4.07, Triclopyr .25

Treatment Area ID #4 5-28-2019

Chemical Used –Diquat

Active Ingredient 37.3 pounds, 10 gallons

Acreage Treated– 5.69

Post Treatment Visual Survey 7-26-19

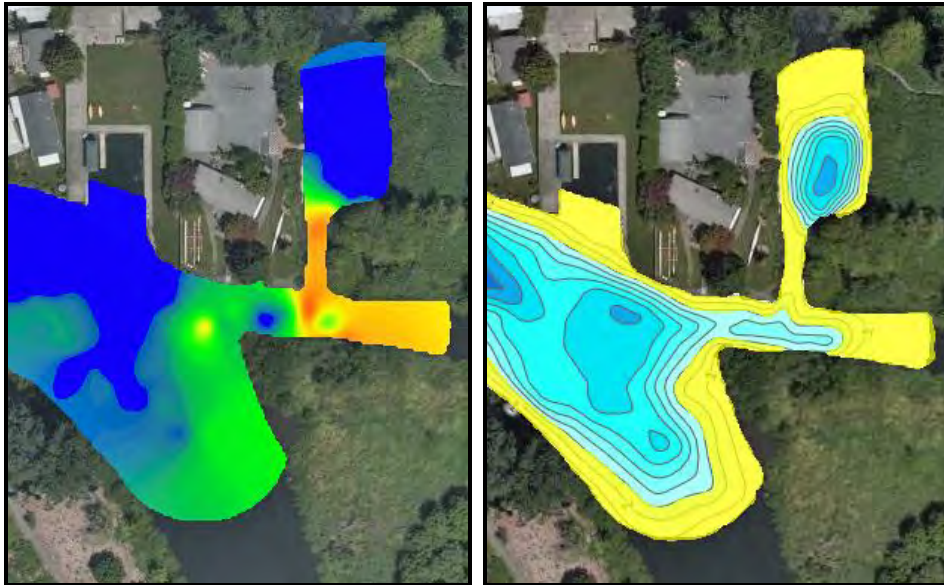
A visual inspection of all sites resulted in observing all targeted species responding to the application. The small test site within site #3 was exhibiting a favorable response to the surface spraying of the lily pads with triclopyr.

Post Treatment Survey 8-19

A post treatment survey was conducted on 8-19, 30 days following the 7-17 & 7-18 treatments. At the time of the survey water levels had declined. These lower water levels resulted in access related issues and survey complications. Lake level decline was approximately one foot. Three foot contour lines established during the 8-19 survey represented very closely the old 4 to 4.5 foot contour detected during the May survey. Much of the main basin and lower Sammamish River (areas #2 & #3) were now below the acceptable limit for a reliable electronic survey.

Lower water levels also resulted in the eel grass (vallisneri) positioned horizontally in the water column instead of vertically. This horizontal positioning tends to skew the data as a result of more leaf area having greater exposure to the sonar.

Area #1

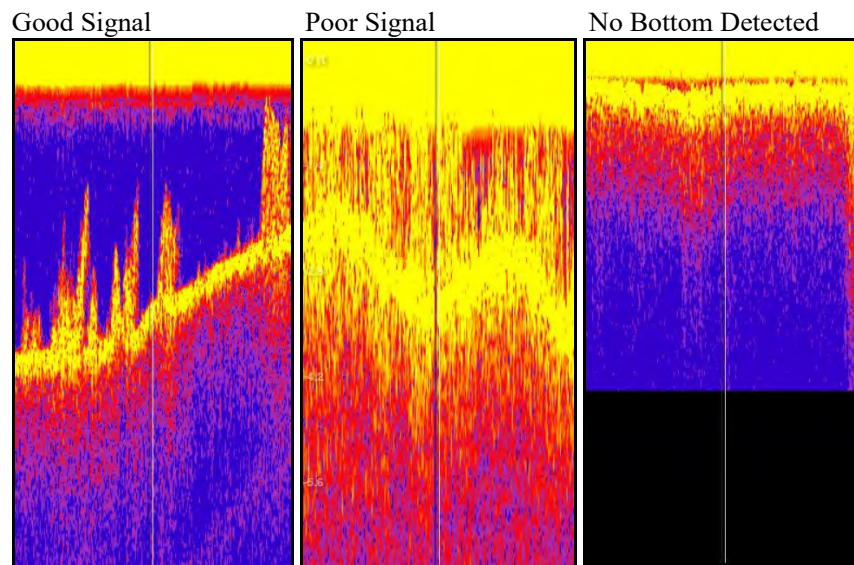


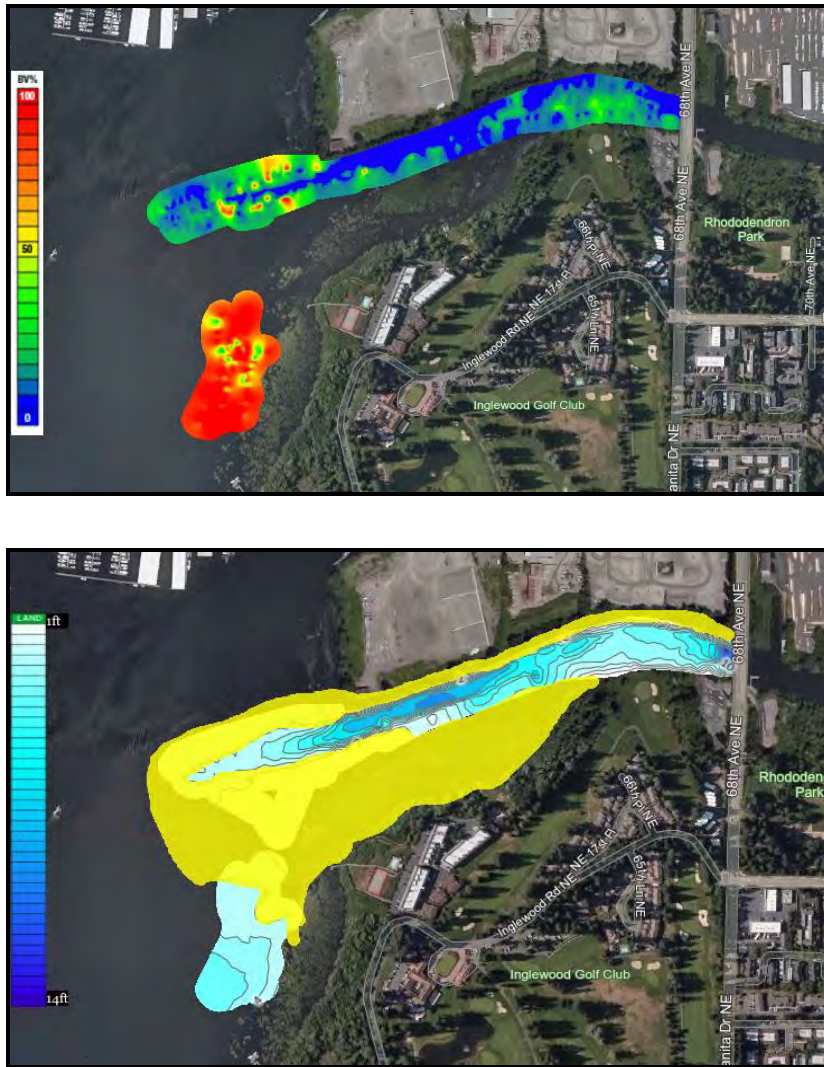
Three foot yellow contour

Nearly all of the areas representing weed densities greater than 50% are located in waters three feet or less in depth.

Areas #2 & #3

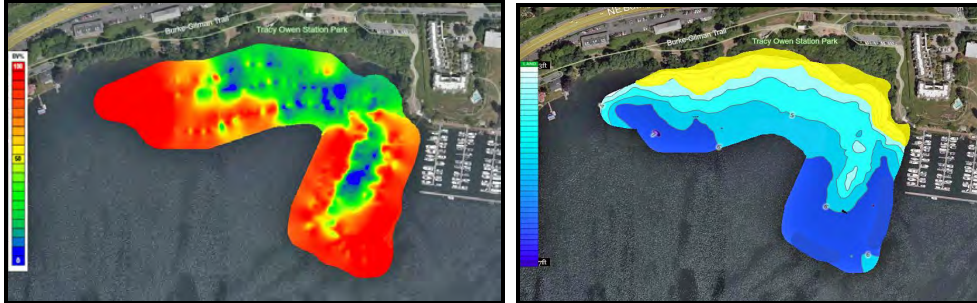
Areas #2 & #3 proved to be the most difficult to survey as a result of low water levels throughout most of the site. The boat had limited access to much of the lily pad infestation zones due to excessive lily growth and low water levels. As observed in the vegetation map below only a channel down the center of the waterway leading into Lake Washington produced any meaningful data. Sonar signals were weak off the bottom at times producing no viable on screen image. Typically the on board screen illustrates a strong bottom line identifying the bottom sediments accompanied with a clear water profile. These critical attributes were limited throughout the survey.





Three foot yellow contour

Area #4



Yellow three foot contour

Bottom Sampling Tows

20 data points were collected throughout the sites identifying the macrophyte community within the immediate sampling area. Sampling points were then imported into the site project map.





Bottom sample from waypoint #014

Waypoint	Comment	Latitude	Longitude
001	E, A	N47.75471	W122.241
002	C, A	N47.75428	W122.241
003	C, A	N47.75418	W122.241
004	N	N47.75450	W122.242
005	A	N47.75450	W122.249
006	TP, A	N47.75478	W122.250
007	TP	N47.75470	W122.252
008	C	N47.75378	W122.256
009	A	N47.75354	W122.257
010	A, C	N47.75318	W122.258
011	A	N47.75350	W122.258
012	A, BE, DP	N47.75091	W122.258
013	A, DP	N47.75030	W122.259
014	NI, A, WP	N47.75596	W122.263
015	C, V, A	N47.75516	W122.264
016	V, C	N47.75507	W122.264
017	dead plants	N47.75686	W122.264
018	V, E	N.47.75687	W122.263
019	WP	N47.75529	W122.264
020	BE	N47.75586	W122.264

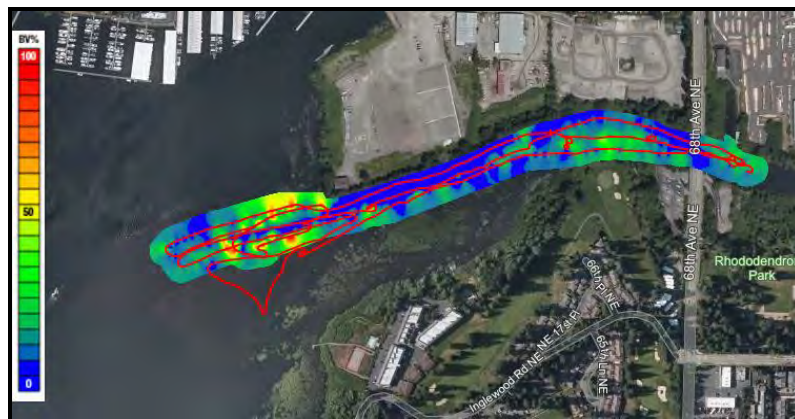
E- elodea, V- vallisaneri, C- coontail, WP- white stem pondweed
 NI- niad, A- filamentous algae, N- nitella, TP- thin leaf pondweed
 DP- dead plants

Treatment Evaluation

The shallow nature of three of the four sites in conjunction with the change in water level proved to be a difficult task when evaluating the success or failure of the 2019 control program. Our survey protocol and processing are capable of evaluating biomass in a number of formats.

A polygon can be delineated around weed beds or specific areas. Weed densities can be evaluated between different contour lines or a shape file of the treatment site can be used as the reference with all calculations occurring within the file shape. The change in water depth, no referenced shape file and the difficulty of accurately representing the treatment site by creating a best guess estimate with a polygon proved to be unattainable. The degree of control requested by the City of Kenmore within their RFP appears to be a standard that may be unrealistic over the length of a growing season. Most all of the native plants residing throughout the sites reproduce from seed germination and this process occurs throughout the length of the season. Contact herbicides simply burn the green vegetative portion of the plants leaving viable roots to sprout new growth approximately 45 days post application. These products are only active to the plants present at the site during treatment. There are no residual related properties. Regrowth typically doesn't create a seasonal problem in deep water bodies but in shallow systems supporting good light penetration, once regrowth initiates the process proceeds quickly. This often results in seasonal weed growth patterns that afford low density biomass immediately succeeding application however as the season progresses these biomass densities increase in relation to the water's depth. A fifteen foot water depth supporting regrowth of two feet proves to be a non-issue in this scenario. However a two foot regrowth in a three foot depth creates a water column that now consists of nearly a 66% biomass volume.

Associated problems noted throughout all of the sites consisted of the boat track (red line) not being able to successfully capture the sonar signal resulting in no data along that portion of the track.



What can be concluded from this year's final survey was that no native or noxious plants were creating any type of recreational hazard within areas that were not dominated by fragrant water lilies. Most all of the shallow areas did not support motor boat access as was noted by our survey boat constantly churning up the bottom, becoming stuck in soft muck and damaging the prop in an effort to access all the targeted sites.

Only one Brazilian Elodea plants were observed and only sparse single stemmed milfoil plants were identified. No milfoil was noted at the bottom sampling stations. The majority of the milfoil observed was within area #2 noted on the map below.



It was clear that milfoil was controlled as a result of the Triclopyr treatment. Milfoil plants outside of the treatment #3 site had been impacted from the resulting drift of material off site.

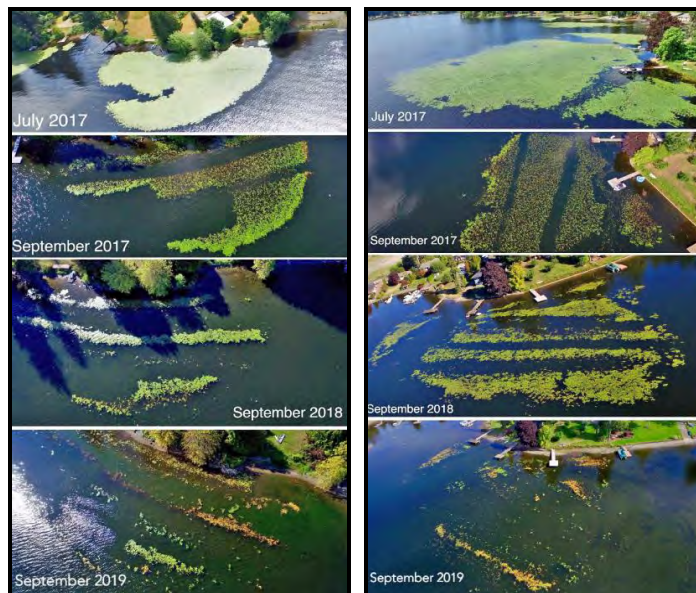


Little if any noticeable change in the fragrant water lily infestations was noted. This is the third year lily pads have been targeted and the accompanying results appear to fall far short of what should be expected.



Lily pads that have been sprayed for three years within site #3. Semi open channel represents a single surface spraying of the pads that occurred during 2019.

Below is a three year sequence of a lily pad eradication process actively in progress utilizing surface application.



Recommendations

1. City of Kenmore should disclose in the RFP the limited depths associated with each site and the potential for access related problems accompanying depth changes as the season progresses. The shallow nature of the sites disrupted our teams technical approach to the project. A bathymetric map of the area would also prove to be helpful.
2. A shape file of each treatment site should be provided in the RFP so that interested parties have a clear understanding as to the boundaries of each site. The file and site locations can then be utilized by the selected contractor in evaluating project components and results. Our team could only guess the boundaries of each site in accordance with the hard copy site plan provided.
3. The lack of milfoil and Brazilian elodea throughout the sites during the initial survey complements the fact that these areas are currently experiencing limited noxious weed issues and that the recreational related access issues is more related to native plant growth. Perhaps targeting the current sparse milfoil growth on a full scale basis with an expensive early seasonal treatment should be reconsidered. Perhaps a spot treatment approach or bi annual treatment would prove to be more cost effective.
4. The current approach of injecting herbicide into the lily pad infestations while also controlling the milfoil appears not to have resulted in favorable long term results. Typically lily pads are surface sprayed so that ample material is translocated down into the root system over an extended period of time. Injecting into the water column provides only a short window for this translocation to occur. Early seasonal spraying of lily pads is less effective than mid to late seasonal spraying. Two surface applications should be applied approximately 30 days apart. First application should occur late July. These infested areas currently provided limited recreational access. Perhaps submersed weed control activities should be curtailed until greater access is achieved and the funding currently allocated for submersed weed control within these areas be shifted to floating plant control.
5. The City of Kenmore should extend the contract terms to two years. There was considerable confusion amongst property owners as to who was providing the service. Over the past three years different contractors have been responsible for treatment. In addition to eliminating confusion the selected contractor would know that his effort or lack of effort would be realized the preceding year. It would also encourage the contractor to institute recognized changes the second year that were learned to be beneficial the initial year. At times a contractor during the contract year will uncover site specific issues that can improve the projects outcome but is unwilling to make those discoveries known knowing that they may not be involved with the project the following year.
6. The treatment window for native species is only approximately two weeks. The program should require a visual survey 7-10 days post application so that if an additional treatment is required it can be performed within the treatment window opening. Our crew

noted that the weather conditions can change quickly in the northern portion of Lake Washington. Wind will move the herbicide, create suspended sediment issues and if a rain event were to occur, possibly flush the herbicide from the sites prior to securing the proper exposure time. This visual survey should be performed with a City of Kenmore representative on the survey boat.

7. A more realistic method to evaluate plant density changes at these shallow targeted sites.

PESTICIDE APPLICATION RECORD (Version 3)

NOTE: This form must be completed same day as the application and it must be retained for 7 years. (Ref. RCW 17.21)

1. Date of Application-Year: 2019 **Month:** May 28 **Date:** 06 **Time:** 9:00

2. Name of person for whom the pesticide was applied: City of Kenmore

Firm Name (if applicable): Richard Sawyer

Street Address: 18120 68th Ave NE **City:** Kenmore, 98028

3. Licensed Applicator's Name (if different from #2 above): Douglas Dorling

Firm Name): Northwest Aquatic Eco-Systems

4426 Bush Mountain Drive SW.

Olympia, WA. 98512

360-357-3285

License # 375

4. Name of person who applied the pesticide (if different than #3 above):

License No(s). if applicable:

5. Application Crop or Site: Lake WA, Sammamish River

6. Total Area Treated (acre, sq. ft., etc.): 27 acres,

7. Was this application made as a result of a WSDA Permit ? No

8. Pesticide information (please list all information for each pesticide in the tank mix):

a) Product Name Pesticide Applied	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied ppm
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Triclopyr	819127-3	101.5 gallon	4-6 gals/acre
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9. Address or exact location of application **NOTE: If the application made to one acre or more of Agricultural land, the field location must also be shown on the map on page two of this form.** City of Kenmore north shore of Lake Washington and Sammamish River as it enters Lake WA.

10. Date: 5-28-19

11. Name of person making application: Douglas Dorling

12. License No: 375

13. Apparatus License. Plate No.: G-425

14. Start: 9:00 **Stop:** 5:00

15. Acres completed : 27

16. Wind Direction: SW **Wind Velocity:** 0-5

17. Temperature: 70

Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only):

Township: T26N

Range: E OR W (please indicate) 04E

Section(s): 11

County: King

PLEASE NOTE:

The map is divided into 4 sections with each section divided into quarter-quarter sections. Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.

PESTICIDE APPLICATION RECORD (Version 3)

NOTE: This form must be completed same day as the application and it must be retained for 7 years. (Ref. RCW 17.21)

1. **Date of Application-Year:** 2019 **Month:** July **Date:** 17 **Time:** 9:00
2. **Name of person for whom the pesticide was applied:** City of Kenmore
Firm Name (if applicable): Richard Sawyer
Street Address: 18120 68th Ave NE **City:** Kenmore, 98028
3. **Licensed Applicator's Name (if different from #2 above):** Douglas Dorling
Firm Name): Northwest Aquatic Eco-Systems
4426 Bush Mountain Drive SW.
Olympia, WA. 98512
360-357-3285

License # 375

4. **Name of person who applied the pesticide (if different than #3 above):**

License No(s). if applicable:

5. **Application Crop or Site:** Lake WA, Sammamish River
6. **Total Area Treated (acre, sq. ft., etc.):** 17 acres,
7. **Was this application made as a result of a WSDA Permit ?** No
8. **Pesticide information (please list all information for each pesticide in the tank mix):**

a) Product Name Pesticide Applied	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied ppm
Diquat	100-1390	26.5 gallons	1-2 gals/acre	
Hydrothol 191	70506-1753	1.5 gallons		.2 ppm

9. **Address or exact location of application** **NOTE: If the application made to one acre or more of Agricultural land, the field location must also be shown on the map on page two of this form.** City of Kenmore north shore of Lake Washington and Sammamish River as it enters Lake WA.

10. **Date:** 7-17-19

11. **Name of person making application:** Douglas Dorling

12. License No: 375

13. Apparatus License. Plate No.: G-425

14. Start: 9:00

Stop: 1:00

15. Acres completed : 17.3

16. Wind Direction: S

Wind Velocity: 0-5 Treatment stopped due to wind

17. Temperature: 74

Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only):

Township: T26N

Range: E OR W (please indicate) 04E

Section(s): 11

County: King

PLEASE NOTE:

The map is divided into 4 sections with each section divided into quarter-quarter sections. Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.

PESTICIDE APPLICATION RECORD (Version 3)

NOTE: This form must be completed same day as the application and it must be retained for 7 years. (Ref. RCW 17.21)

1. **Date of Application-Year: 2019 Month: July Date: 18 Time: 9:30**
2. **Name of person for whom the pesticide was applied: City of Kenmore**
Firm Name (if applicable): Richard Sawyer
Street Address: 18120 68th Ave NE City: Kenmore, 98028
3. **Licensed Applicator's Name (if different from #2 above): Douglas Dorling**
Firm Name): Northwest Aquatic Eco-Systems
4426 Bush Mountain Drive SW.
Olympia, WA. 98512
360-357-3285
License # 375
4. **Name of person who applied the pesticide (if different than #3 above):**
License No(s). if applicable:
5. **Application Crop or Site: Lake WA, Sammamish River**
6. **Total Area Treated (acre, sq. ft., etc.): 9.76 acres,**
7. **Was this application made as a result of a WSDA Permit ? No**
8. **Pesticide information (please list all information for each pesticide in the tank mix):**

a) Product Name Pesticide Applied	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre (or other measure)	e) Concentration Applied ppm
Diquat	100-1390	17 gallons	1-2 gals/acre	
Triclopyr	81927-3	.5		1%
9. **Address or exact location of application NOTE: If the application made to one acre or more of Agricultural land, the field location must also be shown on the map on page two of this form. City of Kenmore north shore of Lake Washington and Sammamish River as it enters Lake WA.**
10. **Date: 7-18-19**
11. **Name of person making application: Douglas Dorling**
12. **License No: 375**
13. **Apparatus License. Plate No.: G-425**

14. Start: 9:30 Stop: 2:00

15. Acres completed : 9.76

16. Wind Direction: SW Wind Velocity: 0-5 continuation of 7-17 treatment

17. Temperature: 76

Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only):

Township: T26N

Range: E OR W (please indicate) 04E

Section(s): 11

County: King

PLEASE NOTE:

The map is divided into 4 sections with each section divided into quarter-quarter sections. Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.



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

Subject/Topic: Authorization of Consultant Contract 21-C2678 with PRR, Inc. for Assistance with the Comprehensive Plan Update: Public Participation Plan and Community Survey Proposed Council Action/Motion: Authorize the City Manager to execute Contract 21-C2678 with PRR, Inc. in an amount not to exceed \$87,120 (contract authorization amount includes a 10% contingency).	For Council Meeting Agenda of: April 19, 2021 Department: Community Development Prepared by: Debbie Bent, Community Development Director and Lauri Anderson, Principal Planner <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">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;">DB, 4/5/21</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">LS, 4-5-21</td></tr> <tr> <td>Exhibits/Attachments:</td><td style="text-align: right;">RGK, 4-5-21</td></tr> </table> Exhibits/Attachments: None	Approved by Department Head:	<u>Initial & Date</u>	Approved by City Attorney:	DB, 4/5/21	Approved by Finance Director:	N/A	Approved by City Manager:	LS, 4-5-21	Exhibits/Attachments:	RGK, 4-5-21
Approved by Department Head:	<u>Initial & Date</u>										
Approved by City Attorney:	DB, 4/5/21										
Approved by Finance Director:	N/A										
Approved by City Manager:	LS, 4-5-21										
Exhibits/Attachments:	RGK, 4-5-21										
<u>INFORMATION/BACKGROUND:</u> On January 26 and February 3, 2021, staff advertised a Request for Proposals (RFP) in the Daily Journal of Commerce and The Seattle Times for qualified consulting firms to assist with the first phase of the State-mandated update of the City's Comprehensive Plan. In 2021, the Planning Commission will review the Land Use and Housing Elements, including consideration of "Missing Middle" housing. Consultant assistance is needed to "brand" the overall Comprehensive Plan update project, conduct a statistically valid survey of the community related to policy goals and tradeoffs, and develop a Public Participation Plan (to be implemented by staff). The interview team (Debbie Bent, Lauri Anderson, Nancy Ousley, and Lauren Chomiak) unanimously selected PRR, Inc. for the project. PRR demonstrated the desired experience, scientific knowledge, creativity, and commitment necessary to successfully complete the project. Staff has negotiated a scope and fee with PRR for the project in the amount of \$79,200. Specific tasks include developing a project name, logo, color scheme, and tagline (\$12,300); conducting an online and telephone community survey in English and Spanish with invitations and follow-up notices mailed to every household in Kenmore (\$43,400); and preparing the Public Participation Plan, including an engagement strategy, tactics, and project templates (\$23,500). The involvement of historically under-represented communities within Kenmore is a particular focus of these efforts. A 10% contingency amount has been added to the project total to address any unexpected issues. Work is anticipated to begin in April, with the bulk of the consultant's efforts occurring in the second and third quarters of 2021.											
<u>FISCAL CONSIDERATION:</u> \$150,000 in City funds was budgeted in the 2021-2022 biennium for the Comprehensive Plan update project.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> The Comprehensive Plan update will touch on all Council priorities. In 2021, Council priorities to be addressed include: (1) Increase and preserve the options for affordable housing stock; (3) Develop and implement a diversity, equity, and inclusion policy and program; (6) Focus on and emphasize multimodal transportation, including BRT on SR522; and (11) Engage and educate the community on growth and development in Kenmore.											



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

Subject/Topic:

Interlocal Agreement for provision of District Court Services between King County and the City of Kenmore.

For Council Meeting Agenda of: April 19, 2021

Department: Finance & Administration

Prepared by: Leticia Salcido, Director of Finance & Administration

Initial & Date

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:






RGK

Proposed Council Action/Motion:

Authorize the City Manager to Execute an Interlocal Agreement with King County District Court for Provision of Municipal Court Services.

Exhibits/Attachments:

Interlocal Agreement for court services

INFORMATION/BACKGROUND:**BACKGROUND****City Obligations**

Under Washington State law (RCW 39.34.180), cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions. This includes court, jail, prosecution, and public defense services. The County provides for felony, juvenile, family, civil, and small claims cases through District or Superior Court. Cities must carry out their criminal justice responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services. The City has provided these services through an interlocal agreement with King County District Court since incorporation.

Cities are obligated to pay for the costs of prosecution and incarceration of persons committing infractions and misdemeanors within the city. The City administers a contract for prosecuting attorney services and staff. The City currently uses King County Jail and South Correctional Entity (SCORE) Jail for jail housing services.

The City is required to provide indigency screening and public defense services to individuals who are determined to be indigent or nearly indigent and unable to afford representation themselves. This representation must occur at all criminal hearings, motions, and trials. The City administers contracts for indigency screening services and public defense attorney services and staff through a memorandum of agreement with King County.

King County District Court

The King County District Court is the largest court of limited jurisdiction in the state of Washington and is currently responsible for processing approximately a quarter of a million matters per year. The King County District Court is a leader in many areas involving public safety and access to justice:

- The court has the greatest number of problem-solving courts within a court of limited jurisdiction in the state of Washington.
- The court has established judge-supervised probation for the purposes of public safety and reduced recidivism.
- The court has access to and uses a variety of highly successful jail alternative programs.
- The court has improved access to justice by having its multiple facilities linked together as one court through governance and technology. A court user can pay a ticket, clear a warrant, access court files, find out about their case, file legal papers, or research a case at any location.

Of the cases filed annually with King County District Court, about 40% of the filings are the result of service contracts with cities. The remaining 60% of the filings are King County's exclusive responsibility. The cities that currently contract for King County District Court services are Auburn, Beaux Arts, Bellevue, Burien, Carnation, Covington, Duvall, Kenmore, Redmond, Sammamish, Shoreline, and Skykomish. The District Court currently holds court and provides public access at 10 facilities located throughout King County, including Auburn, Bellevue, Burien, Issaquah, King County Courthouse (Seattle), King County Jail (Seattle-jail calendars only), Redmond, Maleng Regional Justice Center (Kent), Shoreline, and Vashon Island.

Development of Court Services Shared Cost Model

In 2003, the King County Executive gave notice that the County would terminate the interlocal agreement for court services provided by King County District Court (KCDC) effective January 1, 2005. The King County Executive wanted to terminate the existing agreement and begin negotiations for a subsequent agreement as a way to address the Executive's belief that King County was providing a \$3 million annual subsidy towards court services provided to the cities when analyzed using a full cost recovery methodology. The consensus of all cities at the time was to develop a number of options to compare and review before deciding how court services would be provided in the future.

One of the options the cities pursued was continuing to work with King County for the provision of municipal court services and updating the cost model to ensure cities were paying their proportional share of court costs. At the time, City staff determined that contracting with KCDC for municipal court services provided many advantages to each city, including sharing fixed costs, nearby courthouse location, ability for custom services to meet community needs, and minimizing liability/risk for the City if it were to form and operate its own court.

King County and the cities were able to come to an agreement on a shared cost model and have operated under that model since January 1, 2007, with the most recent update to the cost model in 2017. The cost model ensures that a contract city pays for the KCDC staff and facility time that is used each time a case is filed. The cost is assigned by filing type and was based on a time study of the average clerk and judicial time used to process the case. For example, a traffic infraction case filing uses less court services to service than a driving under the influence case filing, and the cost model took those differences into consideration when determining what each type of filing costs a city. The cost model also takes into consideration facility costs used by King County and the cities to process cases. This includes physical space, security costs, and utilities. Facility space includes clerk desk space, judicial office space, the court room, jury assembly room and a portion of shared space, such as public bathrooms and lobby. The cost model charged the city a prorated basis of all facility costs

based on their percentage of case filings at that facility. The Shoreline Courthouse is used by King County, Kenmore and Shoreline, so those agencies each pay a portion of the total facility costs.

Current Court Usage

Shoreline District Courthouse is used to service City of Shoreline cases, Kenmore cases, Washington State traffic cases, small claims, and other cases where District Court has jurisdiction. One courtroom is also used as a training room and as a space for juror selection one day per month. The courthouse facility is staffed with between 1.5 and 2 judges depending on caseloads.

In 2020, the City's caseload at King County District Court included:

Type of Offense	Number of Cases	Percent of Total
Traffic Infractions	224	43%
Infractions (non-traffic)	1	0%
Driving Under the Influence (DUI) & Physical Control	8	2%
Traffic Misdemeanors	23	4%
Misdemeanors (non-traffic)	34	7%
Parking Infractions	229	44%
Total Cases	519	100%

DISCUSSION

The third 5-year term of the current contract ends on December 31, 2021. The contract cities who negotiated the proposed Interlocal Agreement (Attachment A) determined that each city would bring the proposed interlocal agreement before each respective City Council for discussion and possible approval approximately 12 months before the contract would begin. This is important due to the cost model implications of any city deciding not to go forward, since the cost model spreads fixed costs across the contracted cities and King County. If one or more cities were to end their participation, the fixed costs proposed to be shared by the parties would increase. Depending on which city were to end their participation, these cost increases could be significant.

Contract Terms

Updates to the agreement terms were primarily to improve clarity or ensure the agreement conforms with current laws or the Washington Supreme Court General Rules, which outline the authority and rules of the district courts. The cost model has been updated to better reflect the intent that the parties pay only for the services, staff, and facility space used in conducting their business. A significant change in the cost model is that unused facility space would be the responsibility of King County instead of all parties in a facility being charged a pro rata portion of the facility based on cases.

Significant terms of the agreement are summarized here:

Term and Termination: The term extensions have been aligned with the judicial election years as required by Washington State law. Termination notice has been moved to 23 months prior to an effective date of a contract extension to allow contract cities to adjust budgets and/or plan for the alternative provision of municipal court services. The first term is for five years (1/1/2022-12/31/2026), with the option for two 4-year automatic extensions (1/1/2027-12/31/2030) & (1/1/2031-12/31/2034).

Services and Decision-making: Defines District Court services as including all local court services imposed by Washington State statute, court rule, individual City ordinance, or other regulations. While

General Rule (GR) 29, requires that ultimate decision-making authority regarding the management and administration of the District Court remain with the Presiding Judge, this section of the agreement outlines what decisions are to be made with consultation with the contract cities, as well as what decisions GR 29 does not cover and how those decisions would be made with or by the contract cities. Issues covered in this section include, among others, case management processing and management; customer service; probation services; regular court calendars; and judicial services.

Oversight Committees: The agreement continues the use of the two existing oversight committees: District Court Management Review Committee (DCMRC) and Court Facility Management Review Committees (CFMRC).

District Court Management Review Committee (DCMRC): The DCMRC addresses system-wide issues related to the District Court Services provided in the Interlocal Agreement. The Committee will continue to consist of the District Court Chief Presiding Judge, the District Court Chief Administrative Officer, any other District Court representatives designated by the District Court Chief Presiding Judge or Chief Administrative Officer, a representative of the King County Executive, and one representative or designee for each Participating City. DCMRC meets quarterly and conducts a cost and fee reconciliation at least annually as part of its responsibilities.

Court Facility Management Review Committees (CFMRC): Facility level issues related to the Agreement will continue to be addressed by the CFMRC established for each facility, taking into consideration guidance from the DCMRC. The CFMRC for each Division/Facility shall consist of the judges at that facility, the Division presiding judge, the Division director, the court manager, the City prosecutor/attorney, City public defender, and such other representatives as the City or the District Court wishes to include. CFMRC meetings monthly unless the group agrees to cancel.

Facilities: The agreement covers the use of existing King County facilities; what to do in the event of temporary or permanent closure/relocations; what is included in annual facility charges; and capital improvement projects. Annual Facility Costs are additionally addressed in Exhibit A and Exhibit B of the agreement.

Revenue and Filing Fees: This section outlines how and when filing fees are established; the annual reconciliation process undertaken by DCMRC; how the City may use its local court revenue to pay for District Court Services; as well as other revenue and filing fee issues.

One-time Costs for District Court Technology and System Improvement Projects: One-time costs for technology and system-wide improvements, such as the recently finished Case Management System upgrade, benefit both District Court and the contract cities. There was agreement between the District Court and the contract cities that District Court should continue to innovate and improve, and that contract cities believe they should contribute towards the improvements for which they benefit. District Court will involve the contract cities in planning such improvements, which can come at the request of the contract cities. Contract cities will contribute each year to a reserve fund set up under the current agreement to cover the related one-time costs. Kenmore's share of this contribution is and will continue to be based on Kenmore's total weighted filings amongst the other cities. Kenmore contributed \$1,265 to this fund in 2019.

Dispute Resolution: If an issue is unable to be resolved by the parties, this section outlines the various dispute resolution processes that may be followed, including using the DCMRC committee,

non-biding mediation, or invoking the termination provision of the Agreement. The City waves and releases any right to invoke binding arbitration related to this agreement.

FISCAL CONSIDERATION:

The cost to the City for court services will be based on an annual reconciliation of the actual participating case costs in comparison to the Local court revenue. The City paid district court costs as follows:

2018 - \$265,367

2019 - \$165,604

2020 - \$122,525

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Effective and efficient services

**INTERLOCAL AGREEMENT FOR PROVISION OF DISTRICT COURT
SERVICES BETWEEN KING COUNTY AND THE CITY OF _____**

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY ("County") AND THE CITY OF _____ ("City") is entered on this _____ day of _____, 2020. County and the City may be referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

1. On August 22, 2006, the County and the original Participating Cities entered into an Interlocal Agreement for Provision of District Court Services ("2006 Agreement"). As of January 1, 2020, Auburn, Beaux Arts, Bellevue, Burien, Carnation, Covington, Duvall, Kenmore, Redmond, Sammamish, Shoreline, and Skykomish are Parties to the 2006 Agreement. The 2006 Agreement expires December 31, 2021, thereby requiring a new interlocal agreement for District Court services.

2. Under the 2006 Agreement, the County is providing the City with District Court services at the King County District Court – _____ Division, _____ Courthouse ("_____ District Court") located at _____, Washington and the City is sharing in the King County District Court system costs with the other Participating Cities.

3. It is the intent of the County and the Participating Cities to establish mechanisms within this Agreement to ensure court services, case processing, and court operations are delivered as consistently as possible within each District Court, including for the City, the _____ District Court, and across the King County District Court system.

4. The County and the Participating Cities have established within this Agreement a process under which District Court services, facilities, and costs can be mutually reviewed.

5. The Parties acknowledge that they and the public they together serve have benefited from the flexible and collaborative approach to problem solving that historically has defined the relationship between the Parties and wish to memorialize and continue that approach in this Agreement.

6. The Parties' relationship has yielded many successes, including implementation of Community Court, the stabilization of the call center, and execution of the Case Management System (CMS) project.

7. The Parties understand that a successful partnership is achieved when the County and the Cities pay for the services each uses in order to have a true reconciliation of the costs to provide such services to the public.

1/7/2021

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8. The Parties embrace the value of collaboration and transparent communication to seamlessly meet the needs of our changing metropolitan region related to criminal justice services.

9. The County will continue to support a unified, County-wide District Court, utilizing existing facilities, to provide for a more equitable and cost effective system of justice for the citizens of King County. The County will continue to:

- A. Ensure District Court facilities promote system efficiencies, quality services and access to justice;
- B. Consolidate District Court facilities that exist in the same city;
- C. Reconsider facilities if there are changes with Participating Cities or changes in leases;
- D. Work with the Participating Cities to develop a facility plan as it relates to the District Court and District Court related services.

10. In entering into this Agreement for District Court Services, the Participating Cities and County have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

11. With this Agreement, the Parties intend to provide sufficient revenue to the County to allow for the continued provision of District Court services and provide the City with a service level commensurate with that revenue.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Agreement and Exhibits, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neutral form of the words and terms.

City/Participating City: An individual city.

Cities/Participating Cities: The Cities that have contracted with King County for District Court services, collectively.

Court/District Court: The branch of government within King County tasked with providing District Court services to the County and to the Participating Cities.

Court Facility Management Review Committee (CFMRC): A committee that is facility-specific and includes representatives from the County as well as individual Cities served by that facility to discuss facility-level issues. A committee having a different name but serving in this capacity is considered a CFMRC.

District Court Management Review Committee (DCMRC): A committee that includes a representative from all of the Participating Cities to discuss system-wide issues.

District Court System: The King County District Court system as a whole.

Effective Date: January 1, 2022

KCC: King County Courthouse in Seattle, WA.

MRJC: Maleng Regional Justice Center in Kent, WA.

Regular Calendar: A recurring court calendar which requires the attendance of a judge, court staff, and an individual City's prosecutor, public defender, and/or police officers.

1.0 TERM AND TERMINATION

1.1 Term. This Agreement shall be effective as of January 1, 2022 and shall remain in effect for an initial term of five (5) years ending on December 31, 2026. Unless terminated or extended pursuant to Section 1.2, this Agreement shall be automatically extended on the same terms and conditions as follows:

a. For a four (4) year term thereafter commencing January 1, 2027, and expiring on December 31, 2030 (the "First Extension"); and

b. For a four (4) year term thereafter commencing January 1, 2031, and expiring on December 31, 2034 (the "Second Extension").

1.2 Termination and Notice of Termination. This Agreement is terminable by the County, without cause and in its sole discretion, if County provides written notice to the City(ies) it seeks to terminate. Any Participating City may individually terminate its participation in this Agreement, without cause and in its sole discretion, by providing written notice to the County. The terminating party shall provide notice (electronic notice is permitted for this notification only) to all other Participating Cities. Notice of termination shall be provided no later than the following dates:

Initial Term: By February 1, 2025 for termination effective December 31, 2026

First Extension: By February 1, 2029 for termination effective December 31, 2030

Second Extension: By February 1, 2033 for termination effective December 31, 2034

It is the County's and the Participating Cities' intent for Section 1.2 to provide as much or more notice than required by the provisions of RCW 3.50.810 and RCW 35.20.010(3)

and (4) in effect on the Effective Date of this Agreement. If the RCWs are amended to require more notice than Section 1.2 provides, such longer notice requirement shall apply.

1.3 Extension pending conclusion of negotiations with respect to amending Agreement. The County and the Participating Cities may agree in writing to extend any term of this Agreement upon the same terms and conditions if they are negotiating in good faith for amendments to the Agreement. The extension shall be such that expiration of the Agreement occurs not less than 18 consecutive months after the end of good faith negotiations. The end of good faith negotiations may be declared in writing by the County or any individual City. Following such declaration, there shall be a thirty (30) calendar day period in which the County or any individual City may provide written notice to the County or all of the Participating of its intent to let the Agreement expire at the end of the extended Agreement term.

2.0 SERVICES; OVERSIGHT COMMITTEES

2.1 District Court Services Defined. The County and District Court shall provide District Court Services for all Participating Cities' cases filed by a Participating City in its assigned King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by Washington State statute, court rule, individual City ordinance, or other regulations as now existing or as hereafter amended, including but not limited to the services identified in Section 2 of this Agreement. Nothing in this Agreement shall permit the Participating Cities, collectively or individually, to regulate the administration of the Court or the selection of particular judges to hear its cases by City ordinance. District Court services may include Community Court services which shall be billed in the same manner as other cases filed by a Participating City in its assigned King County District Court.

2.2 Decision-Making. The County and the Participating Cities recognize that General Rule (GR) 29 requires that the ultimate decision-making authority regarding the management and administration of the Court rests with the Presiding Judge and/or the Division Presiding Judge, and the County and the Participating Cities recognize that the duties imposed by GR 29 are non-delegable except as provided otherwise in GR 29. The provisions of Sections 2.1 through 2.2.7 of this Agreement are subject to GR 29 and the non-delegable duties and responsibilities of the Presiding Judge and/or the Division Presiding Judge contained therein.

2.2.1 Case Processing and Management. The County and District Court shall remain responsible for the filing, processing, adjudication, and penalty enforcement of all Participating Cities' cases filed, or to be filed, by a Participating City in its assigned District Court, whether criminal or civil. Such services shall include but not be limited to: issuance of search and arrest warrants; interpreters for Court hearings, the conduct of motions and

other evidentiary hearings; pre-trial hearings; discovery matters; notifications and subpoenaing of witnesses¹ and parties prior to a scheduled hearing; providing to a Participating City prosecutor (and contract Participating City prosecutor who has signed the required Department of Licensing confidentiality agreement), complete Court calendars, the conduct of bench and jury trials; pre-sentence investigations; sentencing; post-trial motions; the duties of the Courts of Limited Jurisdiction regarding appeals; and any and all other Court functions as they relate to municipal cases filed by the Participating City in its assigned District Court.

- 2.2.2 Changes in Court Processing. Except when determined by the Presiding Judge that a shorter notice period is necessary, the District Court shall provide a Participating City's designated representative(s) DCMRC with sixty (60) calendar days written notice by U.S. Mail or e-mail prior to changes in Court processing procedures that directly impact a Participating City's operations (e.g. may require additional prosecutor or public defense services) in order to provide the Participating City with adequate time to assess the effect of proposed changes on the Participating City's operations, unless a shorter timeframe for notice is mutually agreed upon by the County and the Participating City through the CFMRC.
- 2.2.3 Customer Service. The District Court shall provide a means for the public to contact the Court by telephone, including transferring the caller to a particular Court facility if requested, and front counter access to each Court facility during regular business hours, without lengthy wait. District Court shall provide quarterly reports to the DCMRC on its public access. District Court shall work with the Participating Cities through the DCMRC to address any customer service concerns. In order to minimize workload on District Court staff, the Participating City prosecutor, City public defenders, and City paralegal staff shall have access to their assigned District Court court files through the Court's portal at no additional cost in order to most efficiently obtain necessary information.
- 2.2.4 Probation Services. The County shall provide probation services unless a Participating City elects to provide its own probation services and notifies the County in writing that it does not wish the County to provide probation services. A Participating City shall provide such notice at least six (6) months prior to January 1 of the year in which probation services shall be discontinued. The County shall provide a Participating City not less than twelve (12) months written notice if the County intends to terminate probation services to a Participating City. Notwithstanding this provision, the County may terminate probation services upon not less than six (6) months advance written notice to the City if (a) the County is unable to

¹ When District Court issues subpoenas for witnesses the information contained in the subpoena including addresses and names is not confidential and is part of the public record.

procure sufficient primary or excess insurance coverage or to adequately self-insure against liability arising from the provision of probation services, and (b) the County ceases to provide probation services throughout King County District Court system.

2.2.5 Regular Court Calendars.

2.2.5.1 A Participating City budget for court services assumes a finite number of Regular Calendars. The Participating City's Regular Calendars shall remain scheduled as set forth on Exhibit D to this Agreement. Any Regular Calendar that is to occur on a day other than the day or days specified on Exhibit D shall require the mutual consent of the County and any Participating City that would be impacted by such change. However, a Participating City's prior consent shall not be required if a Regular Calendar is moved to the next judicial day or other day mutually agreed upon in order to make up a day which the District Court was closed due to a Court holiday, inclement weather, emergency circumstances. Prior consent shall not be required to reschedule calendars for judges to attend judicial conference if the calendars moved are those calendars that City prosecutors or public defenders do not normally attend.

2.2.5.2 The provisions of Section 2.2.5.1 regarding Regular Calendars do not apply to other judicial functions and hearings, including but not limited to, jail hearings at the King County Jail (Seattle or Regional Justice Center) or the SCORE Jail hearings or trials that cannot be set on a Participating City's Regular Calendar due to time limitations or transport issues, search warrants, infraction hearings where a Participating City prosecutor or public defender is not required to be present, or mitigation hearings.

2.2.5.3 The County and an individual Participating City are encouraged to work collaboratively to adjust the number of Regular Court Calendars by agreement at any time during the course of this Agreement as necessary for the efficient operation of the District Court. If either the County or a Participating City believes that the number of Regular Court Calendars that a Participating City has are either insufficient or too numerous, then that party shall request a meeting by March 31st of a given calendar year to confer regarding the number of Regular Court Calendars. If the County and a Participating City are unable to agree on changes by April 30th of that calendar year, the Presiding Judge, with the concurrence of the executive committee of the District Court, shall determine the number of Regular Court Calendars that the District Court believes will be sufficient to manage the Participating City's case load with consideration of the caseloads and number of hearings of comparable Participating Cities also being served by the District Court

and the County's caseload. The County shall provide notice to the Participating City of the required changes no later than May 31st of the same calendar year for implementation on January 1 of the subsequent calendar year.

- 2.2.6 Participating City Judicial Services. Not later than September 30, the Participating Cities² whose cases are primarily heard at the same District Court facility shall submit in writing to the Chief Presiding Judge a pool of District Court judges who may hear these Participating Cities' Regular Calendars beginning the next calendar year. The pool shall consist of not less than 75 percent of the judges elected or appointed to the judicial district wherein the facility is located. Within thirty (30) calendar days of an election or notice to the applicable Participating Cities of an appointment of a new judge within the judicial district, the Participating Cities shall be entitled to recreate their pool of District Court judges ("Recreated Pool"). The Recreated Pool shall take effect within thirty (30) calendar days of submission of the pool. In the case of an election, the Recreated Pool shall take effect the next calendar year following the election. Except when the Chief Presiding Judge deems an alternative assignment is necessary, the Chief Presiding Judge shall assign judges from these Participating Cities' pool, whether the original pool or a Recreated Pool, of judges to hear their Regular Calendars. If no pool of judges is submitted by the Participating Cities at a particular facility, the Chief Presiding Judge may assign any judge of the King County District Court system to hear the Regular Calendars at that facility. All other judicial functions and hearings that are not set on a Participating City's Regular Calendars can be heard by any judicial officer of the District Court against whom an affidavit of prejudice has not previously been filed that would prevent the judicial officer from hearing the matter. Each party shall notify the other party via email, telephone, or meeting (between the Cities' DCMRC representative and the Chief Presiding Judge or designee) when there will be a change or action impacting judicial assignments so the parties may discuss potential impacts prior to the change being finalized. This notice requirement does not apply to short-term judicial coverage that lasts up to one month.
- 2.2.7 The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

2.3 District Court Management Review Committee (DCMRC).

- 2.3.1 System-wide issues related to the District Court Services provided pursuant to this Agreement will be monitored and addressed through a District Court Management Review Committee. The Committee shall consist of the District Court Chief Presiding Judge, the District Court

² Procedures of this section shall also apply if only one City is using a court facility.

Chief Administrative Officer, any other District Court representatives designated by the District Court Chief Presiding Judge or Chief Administrative Officer, a representative of the King County Executive, and one representative or designee for each Participating City. On or before the effective date of this Agreement, a Participating City shall identify in writing to the Chief Presiding Judge the name, phone number, e-mail and postal address of its representative and to whom notice as provided in this Section shall be sent. If a Participating City wishes to change the information provided to the Chief Presiding Judge, it shall notify the Chief Presiding Judge in writing at least seven (7) calendar days prior to the change. A Participating City may send its representative or designee to the DCMRC meetings.

- 2.3.2 The DCMRC shall meet at least quarterly unless otherwise agreed and shall make decisions and take actions upon the mutual agreement of the Participating Cities, the County, and the Chief Presiding Judge. Mutual agreement of the Participating Cities is defined as votes representing 65 percent of total Participating Cities' weighted case filings for the prior calendar year and 65 percent of all Participating Cities. The County, the Chief Presiding Judge, or the Participating Cities can vote at any time up to 45 calendar days after DCMRC action unless mutual agreement has been reached sooner. The Chief Presiding Judge or designee shall schedule meetings and submit proposed agendas to the representatives. Any representative may suggest additional agenda items. The Chief Presiding Judge or designee shall provide the DCMRC representatives with written notice of the actions taken by the DCMRC in a timely manner.
- 2.3.3 The DCMRC shall ensure that a cost and fee reconciliation is completed at least annually and that the fees retained by the County and remitted to a Participating City are adjusted to ensure that the County fully recovers its Participating City Case Costs and that the Participating City retains the remaining Fees, as defined and described in Section 4, below.
- 2.3.4 The DCMRC shall provide recommendations and/or guidelines regarding the implementation of services under this Agreement including, but not limited to, court calendar scheduling, public access (such as phone and counter services), officer overtime, officer availability (such as vacation and training schedules), new technology, facility issues, jail issues, and warrant issues.

2.4 Court Facility Management Review Committees (CFMRC). Facility level issues related to this Agreement shall be addressed by the Court Facility Management Review Committee established for each Facility, taking into consideration guidance from the DCMRC. The CFMRC for each Division/Facility shall consist of the judges at that Facility, the Division presiding judge, the Division director, the court manager, the applicable Participating City prosecutor/attorney, the applicable Participating City public

defender, and such other representatives as the Participating City or the District Court wishes to include. On or before the effective date of this Agreement, a Participating City shall identify in writing to the Division Presiding Judge the name(s), phone number(s), e-mail and postal address(es) where notice of meetings shall be sent. If a Participating City wishes to change the information provided to the Division Presiding Judge, it shall notify the Division Presiding Judge at least seven (7) calendar days prior to the change. A Participating City may send its representative(s) or the representative's designee to the CFMRC meetings. Each CFMRC shall meet monthly unless the Court and the applicable Participating Cities agree to cancel a particular meeting. The members shall agree on meeting dates. The CFMRC shall make decisions and take actions upon the mutual agreement of the representatives.

3.0 FACILITIES

3.1 Utilizing Existing County Facilities

- 3.1.1 The County is committed to a unified, County-wide District Court and intends to utilize existing facilities pursuant to the provisions of Section 3.1. The County shall operate a District Court facility within the Cities of Burien, Issaquah, Redmond, and Shoreline unless (1) the County obtains agreement to close a particular facility from all Participating Cities served in the facility proposed to be closed, or (2) notice has been given to terminate the Agreement by the Participating City in which the facility is located.
- 3.1.2 Notice of Facility Closure. If the County determines that it will close a District Court facility within the Cities of Burien, Issaquah, Redmond, and Shoreline and relocate District Court services within the same City, the County shall provide written notice to the Participating City(ies) served in the affected facility. Relocation of the Participating City(ies)'s District Court services under this subsection shall result from the County's determination, after consultation with the Participating City(ies) served in the affected facility, that continuing to operate the facility would 1) pose health and safety risks; 2) exceed the facility's useful life based on the cost of maintaining the facility; or 3) not be able to minimally meet the operational needs of the District Court.
- 3.1.3 Relocation due to Closure. If a County court facility is to be closed pursuant to Subsections 3.1.1 or 3.1.2, the County shall work cooperatively with Participating City(ies) served in the facility to relocate affected District Court services to a different facility. A Participating City impacted by a County court facility closure may choose to relocate to an existing County court facility or move to a different County facility. If

District Court does not already provide services in the facility(ies) proposed for the displaced services, the County and the Participating Cities served in the facility to be closed shall negotiate in good faith a separate agreement. The separate agreement should include, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the Participating City(ies) served in the facility to be closed are unable to come to mutual agreement on relocation in a time frame acceptable to the County and the impacted Participating Cities(ies), notice of termination may be given as set forth in Section 1.2 above.

- 3.1.4 Other County Facilities. The County also has District Court facilities at the MRJC and the KCC. Upon mutual agreement of the County and a Participating City services may be provided to a Participating City(ies) at the MRJC or KCC. In the event of a relocation of a Participating City's District Court services to the MRJC, KCC, or other County facility not included in this Agreement, the County and the Participating City will negotiate appropriate facility operating and rent costs. All other provisions of this Agreement shall continue to apply.
- 3.1.5 Temporary Emergency Relocations. The relocation provisions provided above in Sections 3.1.1- 3.1.3, are not intended to apply to temporary emergency relocations which may occur in the event of a facility emergency (e.g. facility flooding, loss of facility heat or water, road closures, etc.) or natural disaster (e.g. earthquake, extreme weather events, etc.). Such temporary relocations may only last until the emergency conditions are resolved if the relocation was done without the consent of the relocated Participating City(ies). Temporary relocations may only be extended beyond the resolution of the emergency conditions or made permanent by mutual consent of the County and the relocated Participating City(ies).

3.1.5.1 Costs. If District Court Services to a Participating City are temporarily relocated from one County court facility to another County court facility, including the MRJC or KCC, due to an emergency, the Participating City's facility operating and rent costs will continue as calculated for the original facility for the duration of the temporary relocation.

- 3.1.6 Annual Facility Charges. The AFC for existing District Court facilities in the cities of Burien, Issaquah, Redmond, and Shoreline on the Effective Date satisfies the financial obligations of the Participating Cities served by these facilities for facility operations and daily maintenance, major maintenance, and other costs necessary to maintain existing facilities.

This AFC does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle a Participating City to any funds or credit toward replacement of the existing facility. The AFC will be included as a reimbursable Participating City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a Participating City, the County, or other tenant, shall be excluded from the total square footage and be the sole financial responsibility of the benefiting party. Reimbursement for space dedicated to the sole use of a Participating City shall be based on the financial terms in Exhibit B and included as a Participating City Case Cost under Exhibit A. All other terms and conditions for a Participating City dedicated space shall be covered in a separate agreement. Each year, the County will identify in Exhibit A the square footage of dedicated space for each facility. Empty or unused space at a facility, previously used as dedicated space for the sole benefit and use of either the County, a Participating City(ies), or other tenant, shall be excluded from the total square footage. The AFC for the Burien, Issaquah, Redmond and Shoreline facilities are calculated in accordance with Exhibit B.

- 3.1.7 Call and Payment Center Charge. Participating Cities will pay an AFC for space used for the call center and payment center. The charge shall be calculated in accordance with Exhibit B and included as a reimbursable Participating City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of the County shall be excluded from the total square footage for this space.

3.2 Relocation from a Participating City Facility

- 3.2.1 City Buildings. Where District Court is providing District Court Services to a Participating City in a City-owned or operated facility and where the Participating City or the County wishes to relocate District Court Services to a different facility, the County and the affected Participating City or Participating Cities agree to work cooperatively to enter into a separate agreement to relocate to either a County facility or to another City-owned or operated facility. The agreement should include, but is not limited to the following:

- (a) Identifying a facility location
- (b) Cost sharing responsibilities and financial commitment
- (c) Ownership interest
- (d) Allocation of Implementation Responsibilities
- (e) Implementation schedule
- (f) Operational terms including but not limited to:
 - (i) Depending on location of facility, space for a Participating City's prosecution staff
 - (ii) Holding cells at facility

- 3.2.2 Separate Facility Agreements. The District Court will continue to operate at the Participating City's facility under the terms of a separate agreement between the County and the Participating City until the new location is agreed upon and operational, unless District Court Services are terminated pursuant to Section 1.2 of this Agreement..
- 3.2.3 Temporary Emergency Relocations. The provisions of Section 3.1.5 regarding temporary relocations due to emergency circumstances also apply in the case of District Court Services provided to a Participating City in a City-owned or operated facility, except Section 3.1.5.1 does not apply. If District Court Services for a Participating City must be temporarily relocated from a City-owned or operated facility to a County facility, the County and the Participating City will negotiate appropriate facility operating and rent costs and any other appropriate reimbursement of costs for the temporary relocation.

3.3 Capital Improvement Projects. Capital improvement projects to County facilities are those projects identified in the approved District Court Facilities Master Plan or Capital Improvement Plan.

- 3.3.1 Sole Benefit. Capital improvement projects for space that is dedicated to the sole use and benefit of either a Participating City(ies) or the County shall be funded by the benefiting party. In the case of a capital improvement project solely benefiting a Participating City(ies), the County and the Participating City(ies) will negotiate payment and enter into a separate agreement to address such project.
- 3.3.2 Dual Benefit. Capital improvement projects at a facility for space benefiting both the County and all Participating Cities served in the facility shall be presented to the affected CFMRC. The Participating Cities' contribution to the costs of the capital improvement projects shall be determined by mutual agreement of the County and the Participating Cities served in the affected facility. Absent an approved capital cost sharing agreement between the County and the Participating Cities served in the affected facility, those Participating Cities are not responsible for capital project costs.
- 3.3.3 City Buildings. Where the County and a Participating City have an agreement for the use of a City-owned or operated facility, cost apportionment for capital improvement projects is governed by the agreement between the County and the Participating City rather than Section 3.3.1 and 3.3.2 above.

4.0 REVENUE; FILING FEES ESTABLISHED; CITY PAYMENTS IN LIEU OF FILING FEES; LOCAL COURT REVENUE DEFINED.

4.1 Filing Fees Established. A filing fee is set for every criminal citation and infraction filed with the District Court.³ Filing fees will be established each year by the DCMRC pursuant to statutory criteria and this Section. At or before the commencement of this Agreement, the filing fees shall be as set by the agreement of the Participating Cities.

- 4.1.1 Pursuant to RCW 3.62.070 and RCW 39.34.180, the County will retain its portion of Local Court Revenues (as defined below) and additional payments pursuant to Section 4.5, if any, as full and complete payment by a Participating City for services received under this Agreement.

4.2 Compensation for Court Costs. The Participating Cities agree that the County is entitled to sufficient revenue to compensate the County for all Participating City Case Costs incurred during the term of this Agreement. For purposes of this Agreement, "Participating City Case Costs" means the sum of the costs for the Participating City as determined by the County pursuant to Exhibit A (including attachments A-Q), Exhibit B, and Exhibit C.

4.3 Annual Reconciliation. To ensure that the revenue provided to the County is equal to the Participating City's Case Costs incurred in each year of the term of this Agreement, the County shall perform an annual reconciliation of the actual Participating City's Case Costs in comparison to the Local Court Revenue, as defined in Section 4.9, retained by the County during that year in accordance with Exhibit A. The County will credit the Participating Cities in the reconciliation for each Participating City's share of offsetting revenue received by the County for District Court from the state, the federal government and other sources. Reconciliations shall be performed as set forth below:

- 4.3.1 Beginning in 2022 and each year thereafter, the County shall perform a reconciliation of its actual reported Participating City's Case Costs and the Local Court Revenue retained in the previous year. This reconciliation shall be completed no later than July 31 of each year. The County costs of performing the reconciliations shall be a reimbursable Participating City's Case Cost and included as a Participating City's Case Cost under Exhibit A.
- 4.3.2 No later than August 1 of the year in which the reconciliation is completed, the County shall send each Participating City a written statement as to the findings of the reconciliation.

³ The County and the Participating Cities acknowledge that the filing fees are intended to represent an approximation of the per-case cost for each filing. The County and the Participating Cities further acknowledge that while, in a criminal case, a judge, in their discretion and in accordance with Washington law may order a defendant to pay the filing fee upon conviction (for recoupment to the applicable Participating City), however, a judge may not order an individual who has been found to have committed an infraction to pay the infraction filing fee.

4.4 Payment for Participating City's District Court Services. Subject to the adjustments set forth below, the County shall retain a percentage of Local Court Revenue as payment for the Participating City's District Court Services. The percentage of Local Court Revenue retained by the County shall be the percentage necessary to pay the Participating City's Case Costs. This percentage shall be based on the prior year's reconciliation. The Participating City shall receive any remaining Local Court Revenue. In order to more closely match Local Court Revenue retained by the County with Participating City Case Costs (and thus lessen the amount of any additional payment or refunds pursuant to Section 4.5), the Participating City shall adjust the percentage retained by the County after July 31 of each year, for the following twelve months, based on the reconciliations of the prior year.

4.5 Reconciliation Adjustments. In the event the reconciliation completed pursuant to this Agreement shows that the Local Court Revenue retained by the County in the prior year was less than the Participating City's Case Costs for that year, the Participating City shall pay the difference to the County within 75 calendar days of receipt of a written invoice from the County. In the event the reconciliation completed pursuant to this Agreement shows that the Local Court Revenue retained by the County in the prior year was more than the Participating City Case Costs for that year, the County shall pay the difference to the Participating City within 75 calendar days of the County's completion of the reconciliation or, at the Participating City's option provided in writing to the County, credit the Participating City with such amount for the following year or extended term of this Agreement, if any.

4.6 Filing Fees. The County retention of Local Court Revenue and the process for reconciliation and additional payments/reimbursements is in lieu of direct Participating City payment for filing fees and it is agreed by the Participating City and County to be payment for District Court Services provided by the County to the Participating City under this Agreement.

4.7 Local Court Revenue after Expiration or Termination. Any Local Court Revenue received after the expiration or termination of this Agreement for cases filed during the term of this Agreement shall be distributed to the Participating City, less any costs owed to the County, unless an amendment to this Agreement is executed.

4.8 One-Time Costs for District Court Technology and System Improvement Projects.

- 4.8.1 One-Time Costs for Technology and System Improvement Projects are defined as the costs associated with the development and implementation of District Court technology and System improvement projects. The District Court shall involve the Participating Cities in its planning for technology and system improvement projects as described in Exhibit C. The Participating Cities shall contribute each year to a reserve fund to cover one-time costs for technology and system improvement projects in excess of \$100,000. Exhibit C sets forth the amount of the Participating

Cities' annual contribution to the reserve for one-time costs for technology and system improvement projects. Technology and system improvement projects which in total are less than \$100,000 in any year will be included as a reimbursable Participating City Case Cost under Exhibit A.

4.9 Local Court Revenue. Local Court Revenue includes all fines, filing fees, forfeited bail, penalties, court cost recoupment and parking ticket (including photo enforcement) payments derived from City-filed cases after payment of any and all assessments required by state law thereon. Local Court Revenue includes all revenue defined above received by the court as of opening of business January 1, 2022. Local Court Revenue excludes:

- (a) Payments to a traffic school operated by a City;
- (b) Restitution or reimbursement to a City or crime victim, or other restitution as may be awarded by a judge;
- (c) Assessments authorized by statute, such as Domestic Violence and Crime Victims, used to fund local programs;
- (d) Probation revenues;
- (e) Reimbursement for home detention and home monitoring, public defender, jail costs, on City filed cases; and
- (f) Revenues from Participating City cases filed prior to January 1, 2000.

4.9.1 All revenue excluded from Local Court Revenue shall be retained by the County or the Participating City to whom such revenue is owed.

4.9.2 A Participating City will not start a traffic violations bureau during the term of this Agreement.

4.10 Monthly Reporting and Payment to Participating City. The County will provide to a Participating City monthly remittance reports and payment for the Participating City's share of Local Court Revenue no later than three (3) business days after the end of the normal business month. On a monthly basis, the County will provide to the Participating City reports listing Participating City cases filed and revenue received for all Participating City cases on which the Local Court Revenue is calculated.

4.11 Payment of State Assessments. The County will pay on behalf of a Participating City all amounts due and owing the State relating to Participating City cases filed at the District Court out of the gross Court revenues received by the District Court on those cases. The County assumes sole responsibility for making such payments to the State as agent for the Participating City in a timely and accurate basis. As full compensation for providing this service to the Participating City, the County shall be entitled to retain any interest earned on these funds prior to payment to the State.

5.0 DISPUTE RESOLUTION.

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Any issue may be referred to dispute resolution if it cannot be resolved to the satisfaction of the County, a Participating City, and/or the Participating Cities. Depending on the nature of the issue, there are different dispute resolution processes, described as follows:

5.1 Facility Dispute. Disputes arising out of facility operation and management practices which are not resolved by the CFMRC may be referred by the County or a Participating City in writing to all representatives of the DCMRC as designated in Section 2.3. If the DCMRC is unable to reach mutual agreement within sixty (60) calendar days of referral, then the dispute may be referred by either the County or a Participating City to non-binding mediation. Any and all Participating Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The mediator will be selected in the following manner: The Participating City(ies) participating in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two (2) mediators shall select a third mediator who shall mediate the dispute. Alternately, the Participating City(ies) participating in the mediation and the County may agree to select a mediator through the mediation service mutually acceptable to both the County and the Participating City(ies). The County and the Participating City(ies) to the mediation shall share equally in the costs charged by the mediator or mediation service. By mutual agreement, the DCMRC can establish an alternative Participating City(ies)'s share of the mediation costs.

5.2 System Wide Disputes. System Wide Disputes are disputes arising out of District Court system operations or management, or involving the interpretation of this Agreement in a way that could impact the entire District Court system and other Participating Cities with an agreement for District Court services. System Wide Disputes also include disputes resulting from the following events: (i) changes in state statute or regulation, state and or local court rule, Participating City or County ordinance, or exercise of court management authority vested by GR 29 in the Chief Presiding Judge, requiring the County to provide new court services reasonably deemed to substantially impact the cost of providing District Court Services, or material reductions or deletions of the District Court Services included in this Agreement that occurred for a period of at least six (6) consecutive months; or (ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this Agreement; or (iii) changes in state statute or regulation, state and or local court rule, or Participating City or County ordinance, which substantially alter the revenues retained or received by either the County or the Participating City related to Participating City's case filings;

5.2.1. System Wide Disputes may be referred in writing by the County or a Participating City to all representatives of the DCMRC as designated in Section 2.3. If the DCMRC is unable to resolve the dispute within ninety (90) calendar days of referral (or within a different amount of time by mutual agreement of the DCMRC), then the dispute may be referred by

either the County or the Participating City to non-binding mediation, conducted in the manner described in Section 5.1.

5.2.2. If a System Dispute is referred to mediation, all Participating Cities may participate in the mediation and will be bound by any agreement that comes out of mediation even if they choose not to attend. The County shall pay 50% of the mediator's costs and the Participating Cities shall pay 50% of the mediator's costs. The Cities shall contribute to their share of mediator's costs based on the proportion of the Participating Cities weighted caseload for the prior year. By mutual agreement, the DCMRC can establish an alternative means to establish a Participating City's share of the mediator's costs.

5.3 If a dispute is unable to be resolved, any party may invoke the termination provision of this Agreement.

6.0 RE-OPENER.

The County and all Participating Cities may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

7.0 WAIVER OF BINDING ARBITRATION.

The Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

8.0 INDEMNIFICATION.

8.1 City Ordinances, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees.

8.2 Indemnification.

8.2.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents,

while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability. This indemnification shall survive the expiration or termination of this Agreement.

- 8.2.2 With respect to any technology provided by the County for use by the City pursuant to this Agreement, the County shall defend the City and the City's officers and directors, agents, and employees, against any claim or legal action brought by a third party arising out of a claim of infringement of U.S. patent, copyrights, or other intellectual property rights, or misappropriation of trade secrets, in connection with the use of the technology by the City so long as the City gives prompt notice of the claim or legal action and the City gives the County information, reasonable assistance, and sole authority to defend or settle any such claim or legal action. The County shall have no liability to defend the City to the extent the alleged claim or legal action is based on: (i) a modification of the technology by the City or others authorized by the City but not by the County; or (ii) use of the technology other than as approved by the County.

8.3 Actions Contesting Agreement. Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; or (ii) the legal authority of the City and/or the County to undertake the activities contemplated by this Agreement. If both Parties to this Agreement are not named as parties to the action, the Party named shall give the other Party prompt notice of the action and provide the other an opportunity to intervene. Each Party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both Parties jointly shall be shared equally.

9.0 INDEPENDENT CONTRACTOR.

Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

10.0 NOTICE.

Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

To the County: King County Executive, 701 Fifth Avenue, Suite 3210, Seattle, Washington 98104

To the City:

(insert title of mayor, City manager, or City administrator and address)

In addition to the requirements for notice described above, a copy of any notice or other communication may be provided to the Chief Presiding Judge of the District Court.

11.0 PARTIAL INVALIDITY.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in Section 6.0.

12.0 ASSIGNABILITY.

The rights, duties and obligations of either Party to this Agreement may not be assigned to any third party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

13.0 CAPTIONS.

The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

14.0 FORCE MAJEURE.

The term “force majeure” shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this Agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a party’s reasonable control, causing the inability to perform its obligations under this Agreement. If the County is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the City, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. For purposes of this Agreement, “force majeure” shall not include reductions or modifications in District Court Services caused by or attributable to reductions or modifications to the budget of the King County District Court as adopted or amended by the Metropolitan King County Council.

15.0 ENTIRE AGREEMENT.

This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the Parties.

16.0 GOVERNING LAW.

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event either Party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

17.0 NO THIRD-PARTY RIGHTS.

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of

action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

18.0 COUNTERPARTS.

This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

19.0 AMENDMENT OR WAIVER.

This Agreement may not be modified or amended except by written instrument approved by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by its chief executive officer and on behalf of the County by the County Executive. No course of dealing between the Parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

King County

City of _____

King County Executive

Title:

Date:

Date:

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting
Attorney

City Attorney

Signature: Rob Karlinsey
Rob Karlinsey (Mar 25, 2021 13:36 PDT)

Email: rkarkinsey@kenmorewa.gov

1/7/2021

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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: City of Kenmore Public Works Maintenance and Operations Facility Site Selection Criteria Proposed Council Action/Motion: Approve the Site Selection Criteria and Process.	For Council Meeting Agenda of: April 19, 2021 Department: Public Works Operations Prepared by: Jennifer Gordon, Public Works Operations Manager <table border="0" style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;"><u>JG 3.30.21</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>KW via email</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>LS 4.1.21</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>RGK 3-30-21</u></td></tr> </table> Exhibits/Attachments: Public Works Site Selection Criteria and Process Strategic Civic Investment Area Map		<u>Initial & Date</u>	Approved by Department Head:	<u>JG 3.30.21</u>	Approved by City Attorney:	<u>KW via email</u>	Approved by Finance Director:	<u>LS 4.1.21</u>	Approved by City Manager:	<u>RGK 3-30-21</u>
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Approved by City Manager:	<u>RGK 3-30-21</u>										
<u>INFORMATION/BACKGROUND:</u> After nearly twenty years of contracting for public works maintenance services with Lake Forest Park, the two cities parted ways after Lake Forest Park gave notice in 2018. In January of 2019, Kenmore began operating its own in-house public works operations department and based its operations in two temporary locations: the backside of the US Post Office building and the vacant lot at the northwest corner of 67th Avenue NE and Bothell Way. These locations are too small and do not adequately serve to meet the needs of the operation. The City has been in search of an adequate permanent site since Lake Forest Park gave notice in 2018. Following two unsuccessful attempts to acquire property, the City Council directed staff to go back to the drawing board and revise the site selection criteria. The City Council assisted with this task by forming a sub-committee (Councilmembers Curtis, Srebnik, and O’Cain) to review and amend the site selection criteria. The sub-committee provided the revised site selection criteria to staff in the fall of 2020 with the intention for staff to interpret the Council sub-committee’s revised criteria and create a new process for selecting a permanent location for the Public Works Maintenance and Operations Facility. Using the Council sub-committee’s revised criteria, staff began to develop the Public Works Site Selection Criteria and Process using a 5-phase approach that was presented to Council during the March 15, 2021 Council meeting. The 5-phase approach includes multiple public open houses to touch base with the community as well as check-ins and discussion with the City Council during public meetings that will include a designated comment period, so the public has several opportunities to provide feedback throughout the entire selection process. The Council did make some minor tweaks to staff’s draft proposal presented during the March 15, 2021 meeting which have been incorporated into the attached finalized Public Works Site Selection Criteria and Process.											

FISCAL CONSIDERATION:

The City has allocated funding for this acquisition in the adopted Capital Improvement Plan.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Provide effective and efficient services to the community.

Public Works Facility Property Selection Criteria 2021

Criteria reviewed and proposed by City Council Subcommittee (November 2020):

- Councilmember Milton Curtis
- Councilmember Debra Srebnik
- Councilmember Melanie O’Cain

Staff interpretation and proposed implementation (January 2021):

Press Release (Week of March 8, 2021)

Council determination of Public Works Facility site selection criteria (March 15, 2021)

Website Project Page (On-going and updated regularly)

Phase 1

During this phase, all properties in Kenmore will be sorted based on “Absolute Disqualifiers” (AD) and removed from the selection process. AD conditions are listed in Table 1.

Phase 2

During this phase, all properties remaining from Phase 1 will be evaluated using Phase 2 conditions. The top 100 properties continue to Phase 3 evaluation. Phase 2 conditions are listed in Table 2.

Public Open House (prior to Council meeting)

Council check in

Include designated public comment period in agenda

Phase 3

During this phase, up to 100 properties will be evaluated using Phase 3 conditions. The top 8-12 properties will continue to Phase 4 evaluation. Phase 3 conditions are listed in Table 3.

Public Open House (prior to Council meeting)

Council check in

Include designated public comment period in agenda

Phase 4

During this phase, the properties will be evaluated using Phase 4 conditions, to determine if there is a willing seller. This criteria would create an “Absolute Qualifier”. If more than one property has willing sellers then City will begin evaluation of properties to determine best option, but it will not continue using this process. If no one property is identified as having a willing seller, all properties will then continue on to Phase 5 for further evaluation.

Phase 5 (Council meeting(s) to select final property)

Include designated public comment period in agenda

During this phase, Council will utilize the discussion points listed in in Phase 5 to determine which property they will direct staff to pursue the acquisition of.

Scoring Scale

The Council Subcommittee proposed a new scoring scale based on a 0-6 or 0-3 point spread depending on the criteria. They felt that a 0-25 point scale provided too much range and a single point in the overall score provided little significance as a result. After review, staff replaced the 0-3 point scale in Phase 5 with conversation points. The following table presents the new 0-6 point scoring scale:

6 Point Scoring Score	Comment
0	Many concerns, feasibility issues, many challenges and unlikely to be resolved
1	Concerns, issues, and challenges that can only be resolved with extreme solutions
2	Impactful concerns, issues or challenges not “easily” addressed
3	Some concerns
4	Increase in number of issues or concerns
5	Minor concerns emerge but “easily” resolved
6	No concerns, feasible, no challenges

Table 1: Phase 1 Criteria (Absolute Disqualifiers)

Criteria	Value	Score	Comment
Useable Property Area	> 1.5 Acres	Qualify	"Useable property area" includes the total acreage of a property minus any known critical area or other unusable area
	< 1.5 Acres	Disqualified	
Property Configuration (Internal)	Yes	Qualify	Property is wide enough to accommodate all set-back requirements appropriate for zoning and still accommodate all other space needs. Property (minus set-backs) is at least xx-feet wide to allow for circulation of vehicles and equipment.
	No	Disqualified	Property can accommodate building of at least 50-feet wide and 13,705 SF (whether existing or designed) Property has 15,000-square feet of accessible area (after considering building placement and vehicle/equipment circulation) for storage of materials and equipment.
Adverse Environmental Conditions	No	Qualify	Adverse environmental conditions include any man-made hazards, severe pollution that cannot be feasibly mitigated due to cost or complexity or property is heavily encumbered with critical area.
	Yes	Disqualified	
Currently Provides Public Service	No	Qualify	Does the property currently provide public services, such as City Hall, Fire Station, Public Utility, Public School, etc.
	Yes	Disqualified	
Located in: - Strategic Civic Investment Area - Mobile Home Park (Affordable Housing)	No	Qualify	These areas are specifically identified as not suitable for a Public Works Facility
	Yes	Disqualified	

Table 2: Phase 2 Criteria (Includes all qualified properties from Phase 1)

Criteria	Value	Score	Comment
Access (External)	Very Flawed	0	Heavily restricted access, narrow road width, 1-way traffic at entrance, large trucks are unable to access, within xx-feet of intersection, heavily shared access from ROW
		1	
		2	
	Somewhat Flawed	3	Slightly restricted access, narrow road width at entrance, large trucks require special care, but otherwise good, lightly shared access from ROW
		4	
		5	
	Perfect	6	Wide turning radius at entrance for large trucks, 2-way traffic at entrance, not within xx feet of an intersection, sole access from ROW
Cost of Land, Building, Improvements (KC Assessor)	Exceeds current budget	0	Council Subcommittee and Staff understand that KC Assessor values are typically low, however, a starting point is needed and the assumption is that low values are applied to all properties.
	95% - 100% of current budget	1	
	90% - 95% of current budget	2	
	85% - 90% of current budget	3	If property has building that may meet facility needs, then staff will apply a xx% remodel cost.
	80% - 85% of current budget	4	If property is land only then staff will add \$xxM for construction of new facility.
	75% - 80% of current budget	5	If property requires removal of existing building and construction of new building, then staff will add \$xx for demolition and \$xxM for construction of new facility.
	75% or less of current budget	6	

Table 3: Phase 3 Criteria (Includes top 10% from Phase 2 up to 100 properties)

Criteria	Value	Score	Comment
Environmental Impact (i.e. impacts to wetlands, streams, forests, shoreline, etc.)	Very Flawed	0	Severe impacts that are not feasible to mitigate
		1	Severe impacts that could be resolved with extreme mitigation
		2	
	Somewhat Flawed	3	Concerning impacts but moderate mitigation would resolve issues
		4	
		5	Some impacts but easily mitigated
	Perfect	6	No impacts to the environment on the property or adjacent to the property.
Property is part of larger group of properties (i.e. business, residential community, etc.)	Very Flawed	0	Property is one of several properties and mitigation is infeasible.
		1	
		2	
	Somewhat Flawed	3	Property has interests tied to one or more separate adjacent properties, but mitigation is feasible
		4	
		5	
	Perfect	6	Property does not have any interests tied to other adjacent properties.

Table 4: Phase 4 Criteria (Absolute Qualifier - Includes top 10 scores from Phase 3)

Criteria	Value	Score	Comment
Willing Seller	Yes	Qualify	City will consider purchase of property with willing seller(s). If more than one property has willing sellers then City will begin evaluation of properties to determine best option, but it will not continue using this process. This is not an obligation to purchase a property, but merely an opportunity for the City to evaluate the property before moving on to the next phase.
	No	Disqualify	If all properties are not willing sellers then all properties continue to Phase 5.

Table 5: Phase 5 Criteria (Includes all properties from Phase 4)

Criteria	Discussion Points
Zoning	These are the primary zoning designations in Kenmore: • Manufactured Housing Community* • Residential • Downtown Residential • Golf Course • Downtown Commercial • Downtown Corridor • Waterfront Commercial • Special District Overlay • Parks • Neighborhood Business • Community Business • Regional Business** • Public and Semi-Public** *Already exempt with exclusion of mobile home **Zoned for Public Works Facility (all other zones would require comp plan amendment)
Impact on Neighboring Properties including disadvantaged or marginalized communities	Consider impacts on neighboring properties, which would include consideration of impacts to disadvantaged and marginalized communities: • Are there major negative impacts that cannot be mitigated? • Are there impacts that can be mitigated using strategies such as hours of operation, noise limitations, and screening? • If mitigation is required, what is the scale of mitigation needed? • Are there few to no negative impacts on neighboring properties?
Impact on displaced businesses using property	Consider impacts on businesses using the property: • Is there a business (or multiple businesses) utilizing the property? How many? • How many employees does the business or businesses employ that utilize the property?
Relocation Issues	Consider relocation impacts (for existing users of the property): • Is it likely that the user of the property (i.e. business, resident, tenant) can relocate to a location within Kenmore? • Does the user of the property have specific requirements to remain in Kenmore? If so, are there likely to be accommodated in Kenmore? • If relocated, will the user of the property likely be provided a comparable property at similar cost? • Are there multiple or limited options available for relocation? • Is there a new location already available for the user of the property that is agreeable?
Non-business Functions that provide benefit to Public	Consider non-business functions/activities (culturally significant gatherings, social groups, non-profit events, etc...) that provide a benefit to the public? • How many people are benefiting from these functions? • Are the benefits primarily provided to the Kenmore community or are they provided to the larger region? • There are no non-business function impacts to the property.

Lost Opportunity	Consider uses for property that are being eliminated by using it as a Public Works facility: • Does the property have commercial development potential? • Does this increase the difficulty of a future Master Use area?
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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Proclamations in Kenmore Proposed Council Action/Motion: No Action. Information Only.	For Council Meeting Agenda of April 19, 2022 Department: Executive Prepared by: Anastasiya Warhol, City Clerk <table style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK</td></tr> </table> Exhibits/Attachments: 1. Proclamation Policy 2. Proclamations Calendar		<u>Initial & Date</u>	Approved by Finance Director:	N/A	Approved by City Manager:	RK
	<u>Initial & Date</u>						
Approved by Finance Director:	N/A						
Approved by City Manager:	RK						
<u>INFORMATION/BACKGROUND:</u> During the March 8 meeting, the City Council suggested adding additional proclamations to the annual calendar. Specifically, Asian American and Pacific Islander month (May), and National Disability Independence Day commemorating the signing of the Americans with Disabilities Act (July). In addition, the Council made suggestions to the draft policy. The Policy was adopted incorporating the suggested edits by vote of the Council on 3/8.							
<u>FISCAL CONSIDERATION:</u> Staff time and workload are impacted by the number of proclamations heard in the year, as well as the number of unscheduled proclamations.							
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> The Proclamations Policy complements the Diversity, Equity, and Inclusion efforts prioritized by the Council.							



CITY OF KENMORE

PROCLAMATIONS POLICY

Introduction

This policy is intended to provide guidance regarding City adopted proclamations. Emergency proclamations do not pertain to this policy and are governed separately under state and local laws. As outlined in more detail below, the City Council will adopt an **annual proclamations calendar**. To the extent possible, the annual proclamation calendar should include only those proclamations that will be read during that year. However, additional proclamations may be requested, and the Mayor, at her/his discretion, may consider requests for additional proclamations when they pertain to a City of Kenmore event, person, organization, or cause with local implications, and meet the applicable policies below.

Guiding Philosophy

The City of Kenmore aims to issue proclamations under these principles:

- Proclamations should promote inclusiveness rather than exclusiveness
- Proclamations should have city-wide relevance and significance
- Proclamations should honor, celebrate, or raise awareness about an event, special occasion, or a significant issue

Proclamations Excluded from this Policy

1. Emergency proclamations of any kind
2. Recognition of National or State holidays; it is Kenmore's general practice to recognize these holidays through other means, such as the closure of City Hall, the raising of the flag, etc.,
3. Certificates of recognition or appreciation. Requestors are encouraged to email the request directly to the City Manager or City Clerk for consideration.

Policies for City Proclamations

1. The Council will adopt an annual proclamation calendar each year. The calendar of proclamations should comprise most, if not all, of the proclamations that will be read during that year. The calendar is intended to both align yearly proclamations with current Council goals and to improve workload predictability and efficiency. The calendar will be filed with the City Clerk.
2. If a proclamation or its intended cause is not included in the adopted calendar, a person(s) or organization may request to add such proclamation by submitting a

Proclamations Policy 2021

completed form "C-01-21" to the City Clerk's office at least three weeks in advance of the requested Council meeting. The City Clerk will serve as the point of contact for all proclamation requests.

3. The Mayor and City Manager (or staff designee) will determine if the proposed proclamation:
 - a. meets the intent of this policy
 - b. is not already addressed in word or spirit by another proclamation in the annual proclamation calendar
 - c. is timely and aligned with the City's mission and the City Council's goals and priorities
4. Proposed proclamations shall not impose a significant workload on City staff. The requestor will submit a completed proclamation using a City template when required by the City Clerk. The requester shall perform the necessary research to verify that any claims, information, or data in the proclamation are accurate. Because information changes, City staff shall not accept a proclamation from a prior year as a completed submittal—the requestor is still required to perform the necessary research and update the proposed proclamation to be current.
5. The City retains the right to approve and determine if the proclamation or certificate of recognition will or will not be issued.
6. If approved, the requested proclamation will be under "Proclamations" on the City Council agenda *if* the requestor (or designated representative) is present at the City Council meeting to receive the proclamation. The requestor must confirm with the City no later than five calendar days before the meeting that they or their designated representative will be attending the meeting. The Mayor will read the proclamation and may allow the requestor to say a few words (no more than three minutes) about the proclamation.
7. The City is not obligated to publish the proclamation via a press release or other media channel.
8. While a proclamation may be associated with a specific event, a proclamation signed by the City does not imply City participation in, endorsement, or sponsorship of the event or any activities associated with the event; nor is the City responsible for any statements or claims made in the proclamation.
9. The City retains the right to modify, edit, or otherwise amend the proposed proclamation.
10. Once approved, the proclamation will be included on the appropriate Council agenda.

11. If not approved, the applicant will be notified of the decision and the reason(s) for the decision.

REFERENCE:

Current Proclamations Calendar

 2021 CALENDAR Proclamations Calendar 2021												
COUNCIL GOAL/ PRIORITY	January	February	March	April	May	June	July	August	September	October	November	December
Affordable Housing					Affordable Housing							
Diversity, Equity, and Inclusion (DEI)		Black History Month	Women's History Month		National Asian American and Pacific Islander Heritage Month	Pride Month, Juneteenth	Americans with Disabilities Act Signed "Disability Independence Day"		National Hispanic Heritage Month	Indigenous Peoples' Day	Honoring Veterans, Native American Heritage	
Environmental Sustainability				Arbor Day, Earth Day								
Health and Safety				Sexual Assault Awareness, Child Abuse Prevention	Safe Boating and Paddling Week	National Gun Violence Awareness			National Recovery Month, Fall Prevention Awareness	Domestic Violence Awareness	Hunger and Homeless Awareness	
Multimodal Transportation					Pedestrian and Bike Month							
Celebrating Community and Culture					Kids To Parks							
Appreciation and Recognition					Peace Officers Memorial Day							

PROCLAMATIONS			
Council Meeting	Date	Date Signed	Effective Date(s)
	18-04-23	May 19-25, 2018	Safe Boating and Paddling Week - May 19-25, 2018
	18-09-24	September 24-30, 2018	Diaper Need Awareness Week - September 23-29, 2019
	18-01-29	February, 2018	Childrens Dental Health Month - February 2019
	18-02-26	March 5 - 9, 2018	Principal Vicki L. Sherwood Week
	18-03-19	April, 2018	Sleep Awareness Month
	18-03-26	April, 2019	Sexual Assault Awareness Month
	18-04-23	May, 2018	Bike Month
	18-05-01	May 14-18, 2019	Affordable Housing Week - May 14-18, 2018
	18-05-19	18-05-14	Kids to Parks Day - May 19, 2018
	18-06-18	June 24-30, 2018	Pride Week
	18-09-10	September, 2018	National Recovery Month
	18-09-24	October 1-6, 2018	Seaplane Week
	18-10-08	October, 2018	Domestic Violence Awareness Week
	19-02-11	February, 2019	Childrens Dental Health Month - February 2019
	19-02-12	April, 2019	Sexual Assault Awareness Month - April 2019
	19-02-25	February, 2019	Thank you to NUD, NEMCO, City and Police
	19-05-13	May 13-17, 2019	Affordable Housing Week - May 13-17, 2019
	19-05-13	May 18, 2019	Kids to Parks Day - May 18, 2019
	19-05-13	May 18-24, 2019	Safe Boating and Paddling Week - May 18-24, 2019
	19-05-20	June 14, 2019	National Gun Violence Awareness Day - Friday, June 7, 2019
	19-06-10	June 08, 2019	Ted Christensen Day - June 14, 2019
	19-06-17	June 24-30, 2019	Pride Month June 2019
	19-07-01	All of 2019	Inglewood Gold Club - 100 Year Anniversary
	19-09-16	September 23-29, 2019	Diaper Need Awareness Week - September 23-29, 2019
	19-09-16	September, 2019	National Recovery Month - September 2019
	19-09-23	October, 2019	Domestic Violence Awareness Week - October, 2019
	19-09-23	October, 2019	Northshore Schools Foundation - All in for Kids Month - October, 2019
	19-11-12	Present and Future	Recognizing Sno-King Watershed Council
	20-02-24	February, 2020	Black History Month February 2020
	20-02-24	March, 2020	Women's History Month March 2020
	20-03-05		20-01 Declaring an Emergency
	20-03-05		20-02 Pandemic and Public Health Emergency Response and Recovery Policy
	20-03-05		Emergency Proclamation COVID-19
	20-03-11	May 16-22, 2020	Kenmore Safe Boating and Paddling Week
	20-03-15		20-07 Face Covering Directive
	20-03-16		20-02.1 Amendment to Pandemic and Public Health Emergency Response and Recovery
	20-03-16		20-03 Temporary Moratorium on Residential Evictions
	20-03-23		20-04 Temporary Suspension of Plastic Bag Policy
	20-03-26	June 02, 2020	National Gun Violence Awareness Day - June 2, 2020
	20-03-26	June, 2020	Pride Month
	20-04-08		20-03.1 Temporary Moratorium on Residential Evictions to May 4
	20-04-08		20-05 Temporary Suspension of City in Person Rules and Requirements
	20-04-09		20-04.1 Temporary Suspension of Plastic Bag Policy to May 4
	20-04-13	April 24, 2020	Arbor Day April 24, 2020
	20-04-13	April 22, 2020	Earth Day - April 22, 2020
	20-04-13	April, 2020	Sexual Assault Awareness Month - April, 2020
	20-04-13		20-06 Temporary Moratorium on Small Business and Non Profit Evictions to May 4
	20-04-27		20-03.02 Temporary Moratorium on Residential Evictions to June 4
	20-04-27		20-06.1 Temporary Moratorium on Small Business and Non Profit Evictions to June 4th
	20-06-03		20-05.1 Suspension of In Person Rules until August 1
	20-06-03		20-04.2 Temporary Suspension of Plastic Bag until August 1
	20-06-03		20-05.1 Suspension of In Person Rules until August 1
	20-06-03		20-06.2 Temporary Moratorium on Small Business until August 1
	20-06-03		20-03.3 Temporary Moratorium on Residential Evictions until August 1
	20-06-08	June 19, 2020	Juneteenth - June 19, 2020
	20-07-27	Future	Gold Proclamation
	20-07-27	Present	19th Amendment Proclamation
	20-07-31		20-06.3 Temporary Moratorium on Small Business & Non Profit Evictions per Gov's Proc 20-19
	20-07-31		20-05.2 In-Person Meetings and Gatherings Rules and Requirements (OPMA & PRA)
	20-07-31		20-03.4 Temporary Moratorium on Residential Evictions to coincide with future Gov's Proc 20-19
	20-07-31		20-02.2 Amendment to Pandemic and Public Health Emergency Response and Recovery Policy
	20-07-31		20-04.3 Temporary SuspGeonvs'sioPnroocf P2l0a-s1t9ic Bag Extended
	20-07-31		20-06.3 Temporary Moratorium on Small Business & Non Profit Evictions per
	20-10-05	October, 2020	Proclamation for Domestic Violence Awareness Month October 2020
	20-10-12	October 12-16, 2020	Proclamation for Affordable Housing Week October 2020
	20-11-09		Veterans in focus Week
	21-02-08		Black History Month February 2021
	21-02-08		20.02.3 Amended Pandemic and Public Health Emergency Response Recovery Proclaamation (Family First Act Extension)



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

Subject/Topic: Addendum No. 2 to Contract 14-C1329 with WhatsSUP Stand Up Paddle and Surf Proposed Council Action/Motion: Motion to authorize the City Manager to execute addendum No.2 to contract 14-C1329.	For Council Meeting Agenda of: April 19, 2021 Department: Community Development Prepared by: Debbie Bent & Rita Moreno <u>Initial & Date</u> Approved by Department Head: <u>DB 4/6/21</u> Approved by City Attorney: <u>E-mail 4/6/21</u> Approved by Finance Director: <u>LSN/A</u> Approved by City Manager: <u>RGK 4-6-21</u> Exhibits/Attachments: 1. Contract 14-C1329 2. Addendum No. 1 to Contract 14-C1329 3. Addendum No. 2 to Contract 14-C1329
INFORMATION/BACKGROUND: Staff recommends that Council authorize the City Manager to execute Addendum No.2 to Contract 14-C1329 (see attachment #3). A concession contract agreement between the City and WhatsUp Stand Up Paddle and Surf, has been in place since 2014 for rental of paddle-boards, canoes, kayaks and bikes plus classes at Log Boom Park (see attachment #1). An amendment was approved in 2019 (see attachment #2) extending the term of the concession contract to 12/31/21. In 2020 a Special Event Permit was issued (EVT20-0016) allowing WhatsUp Cruise Adventures to operate eco tours (for six participants) of the Sammamish River and north Lake Washington with boarding at Log Boom park pier or the Rhododendron Park dock. The estimated construction schedule for the Log Boom Park Waterfront Improvement Project is July 2021 to June 2023. During project construction Log Boom Park will be closed to the public, including waterfront access for the WhatsUp concession. Therefore, addendum #2 (see attachment #3) to Contract 14-C1329 is necessary to clarify several terms of the contract agreement to reflect that the concession for 2021 will operate at Rhododendron Park. These amended terms include: 1. The addendum changes references from Log Boom Park to Rhododendron Park. 2. Given the site constraints at Rhododendron Park, particularly close to the water, the addendum clarifies the City will only provide one 20-foot container for equipment storage between May 1 and September 30, instead of two storage containers. However, the addendum allows a 16-foot equipment trailer provided by WhatsUp to be located in a parking space (identified by the City) close to the Sammamish River. 3. The addendum clarifies that the Rhododendron Park dock is always open to the public. To ensure public access, WhatsUp Paddle and Surf and WhatSup Cruise Adventures must meet with representatives of the City, Northshore School District, Kenmore Rowing Club and the boathouse manager each month during operations to review programming schedules. 4. The addendum references WhatsUp Cruise Adventures consistent with terms of the Special Event Permit and identifies cost of the tour. A new building for a handcarry watercraft rental concession will be constructed as part of the Log Boom Park waterfront improvement project. The City will be issuing a Request for Proposal (RFP) for a new concession	

contract, that would begin operations following park construction. A new concession contract would be brought forward for Council consideration.

FISCAL CONSIDERATION: Per terms of the contract (addendum #2), the City is responsible for providing and paying the cost of a 20 foot container for equipment storage between May 1 to September 30. The cost is estimated at \$1100.00. Per terms of the original contract 10% of [WhatsSUP's](#) gross revenues are to be paid to the City for use of the park and the right to engage in the concession. [Pre-covid, the City received about \\$4,700 to \\$5,000](#) ~~per year~~ [from 10% of WhatsSUP's concession revenue at Log Boom Park.](#)

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Council Priorities adopted 2/22/21: #9 Implement the Economic Development Plan, advance public's access to water.

Contract No. 14-C1329

AGREEMENT FOR PARK PROPERTY USE AND CONCESSION

THIS AGREEMENT is made and entered into this 16th day of December 2014, by and between the CITY OF KENMORE, a municipal corporation, hereinafter referred to as "City", and Holmes-It LLC, dba WhatsUp Stand Up Paddle and Surf, hereinafter referred to as "Vendor."

WITNESSETH:

City hereby grants to Vendor the nonexclusive right, license, and privilege to utilize Log Boom Park in Kenmore, hereinafter referred to as "the Park," and facilities located in the Park, in the manner and for the purpose hereinafter specified. The following terms, conditions, and covenants shall govern this Agreement:

GRANT OF USE--SERVICES

Vendor is granted the nonexclusive right to operate and conduct the activities and services described at Exhibit A, Scope of Services ("Services") in the portion of the Park described and depicted on Exhibit B ("Premises"). Exhibit B contains a description and schedule of Services, description of equipment, marketing and promotional plans, rental cost, safety requirements, staff responsibilities and requirements, storage, signage, and cleanup responsibilities. Prices charged by the Vendor to patrons for the Services must be comparable and competitive with (or lower than) those generally charged in the area for similar Services. The City, acting through the City Manager or designee, may approve changes to the rental cost and other provisions of Exhibit B upon request of Vendor.

If any part of Exhibit B conflicts with this Agreement (other than Exhibit B), this Agreement (other than Exhibit B) shall prevail. Vendor's representations and commitments in Exhibit B shall be binding on Vendor.

In return for use of the Premises, Vendor shall pay the City ten percent (10.0%) of Vendor's gross revenues collected for the Services, payable in monthly installments by the 10th day of each month.

TERM OF AGREEMENT

This Agreement shall be begin on January 1, 2015 and end on December 31, 2019.

LICENSING AND OTHER REQUIREMENTS

Vendor shall, at its own expense, obtain all necessary licenses for the Services. Vendor shall possess a City business registration at all times while doing business in the City. Any modifications or improvements to the Premises required by regulatory agencies, or any modifications or improvements mutually agreed upon by Vendor and the City, shall be installed at the sole expense of Vendor and requires advance written approval from the City Manager or designee. It is the responsibility of Vendor to obtain all applicable permits needed to install the

modifications or improvements. The modifications and improvements shall become the property of the City upon completion of installation; provided that Vendor shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

INDEPENDENT CONTRACTOR

This Agreement is not a contract of employment and Vendor is an independent entity with respect to the business and Services hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Any assistants, volunteers, or other help used by Vendor are and shall be deemed to be employees of Vendor and not employees of the City. Vendor shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

For all of its business, use and activities under this Agreement, Vendor shall obtain and maintain for the duration of this Agreement, policies of Commercial General Liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than an AM Best rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. City shall be named as an additional insured and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance. Vendor shall provide a Certificate of Insurance with applicable Additional insured endorsements for both the CGL coverage and products/completed operations with the City prior to Vendor using the Park and/or providing services.

Vendor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The insurance policy shall contain or be endorsed to contain that the Vendor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage shall be excess of the Vendor's insurance and shall not contribute with it.

HOLD HARMLESS/INDEMNIFICATION

Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Vendor with respect to any and all Services conducted by or activities engaged in by Vendor in the Park or Premises, or construction of modifications or improvements under this Agreement, except for injuries and damages caused by the sole negligence of the City.

RULES GOVERNING CONCESSION OPERATION

Vendor may only operate during daylight hours, but in any event no sooner than 7:00 am and no later than to 8:00 pm. During all hours of operation, Vendor shall maintain on duty adequate personnel to comply with all terms and conditions of this Agreement.

Vendor shall at all times keep its area of business and use free of clutter, litter and debris, and stains and spills related to the business and use. All trash generated by Vendor's operation shall be collected and disposed of as soon as possible by Vendor.

Except as provided in Exhibit B, Vendor shall not place any type of signage or advertisement of its Services and use without written permission from the City Manager or his/her designee, and, if such permission is granted, until appropriate permits are obtained.

Vendor acknowledges that the primary purpose of the Park is for public use and enjoyment. Vendor shall not prevent the public from accessing and enjoying the Park or its beach and other facilities.

Vendor shall not have the right to designate parking at the Park for Vendor staff or participants.

City reserves the right to repair, remove, change, relocate, add to, improve, or modify any of the structures or physical features in the Park at any time, including moorage facilities, the beach, pathways, restrooms, parking lot, driveway access, etc. Vendor recognizes that any such removal, change, modification or construction may render any or all of the Park facilities unusable for a period of time. Any such removal, change, modification or construction and resulting inability to use the Park facilities shall not be a breach of this Agreement.

EQUIPMENT STORAGE

Vendor may store its kayaks, canoes, SUP's, bicycles, and all equipment and supplies related to the Services ("Equipment and Supplies") in two containers provided by the City and at a location in the Park designated by the City Manager or his/her designee. The City at its sole discretion shall determine the proper locations of the containers. Vendor may use additional containers in the manner and in the locations approved by the City Manager or his/her designee. The City is not responsible for lost, stolen, or damaged Equipment and Supplies .

All Vendor-owned Equipment and Supplies must be removed from the Park within seven (7) days of the last day of this Agreement.

SAFETY AND SAFETY EQUIPMENT

Vendor will operate the Services and use the Premises according to accepted industry and US Coast Guard approved standards. When in or on the water, every patron will, at all times and without exception, wear a personal flotation device that is Coast Guard approved and meets additional "safe for use" guidelines. Vendor staff must be trained in recreational water safety standards and must be present and on site at all times during water activities. Patrons and

users must be provided safety instructions and taught how to properly enter and exit the water, and navigate their watercrafts. Vendor shall comply with all Washington State and US Coast Guard water safety laws. Vendor must have written rules and procedures for water activities, including an emergency action plan specific to the Premises location. In addition, Vendor staff must be First Aid and CPR-certified, and First Aid kits must be located on site and accessible to staff. The standards and requirements of this section have been promised to the City by Vendor according to standards that are known to and understood by Vendor. The City shall not be required to enforce these standards and requirements, and shall not be responsible for Vendor's adherence to them.

TERMINATION OF AGREEMENT

In the event Vendor breaches any term of this Agreement, or in the event Vendor violates any local, City, County, State or Federal laws applicable to its operations and activities hereunder, the City may terminate this Agreement upon ten (10) days written notice to Vendor. However, the City Manager or his/her designee may order Vendor to cease operations or the Services immediately should the City Manager or his/her designee determine such operations or Services are detrimental to public safety, health or welfare. In the event of termination, Vendor agrees the City shall have the right to dispose of all Equipment and Supplies and other property used by Vendor in its operations and Services that has not been removed by Vendor by the ending date of this Agreement. Notwithstanding the foregoing, each Party reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving twenty (20) days notice.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the Parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both Parties.

SUCCESSORS AND ASSIGNS

Vendor shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

NONDISCRIMINATION

Vendor shall ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bonafide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

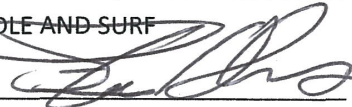
CITY OF KENMORE, WASHINGTON

By: 

Title: City Manager

Date: 1-13-2015

HOLMES-IT LLC, dba WHATSSUP STAND UP
PADDLE AND SURF

By: 

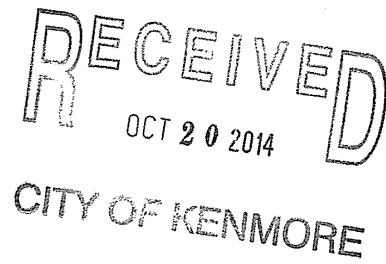
Title: PRESIDENT

Date: 1-1-15

Exhibit A

Scope of Services

The Scope of Services for this Agreement is contained in Section 4 of Vendor's proposal received by the City on October 20, 2014, which is attached to this Exhibit A.



WhatsSup Stand Up Paddle and Surf

10150 N.E. 201st Street

Bothell, WA 98011

425-417-8637

Steve Holmes

10150 N.E. 201st Street

Bothell, WA 98011

425-417-8637

surf@whatssup.net

2. A description of the organization responsible for overall management of the rental services (“management organization”), including status as a limited liability corporation, partnership, etc.; mission; and other pertinent information.

WhatsSup Stand Up Paddle and Kayak was formed and registered in 2010 as an LLC- UBI#602 794 894 WhatsSup is committed to connecting the communities to the local waterways, offering safe and fun water activities through their rentals and SUP lessons. WhatsSup has been operating at The Park at Bothell Landing from 2010 to present and at Log Boom Park in Kenmore from 2013 to present. We offer Stand Up Paddle board, kayak, canoe and bike rentals and Stand Up Paddle Board lessons. We are connecting our cities through our WhatsSup Adventure where you take any rental (Sup, Kayak, Canoe) from the Park at Bothell Landing and paddle to Log Boom Park, jump on a beach cruiser bike and pedal back on the Burke Gilman Trail to the Landing.

3. A list of and resumes for the person in the management organization who will be directly involved in and responsible for the overall management of the rental services. Also, a description of each such person’s experience in the rental of hand powered watercraft (and bicycle rentals if included in the proposal) and instruction in such watercraft.

Steve grew up in Honolulu, Hawaii, where he took to the water at an early age. A member of the Waikiki Surf Club, Steve was a contest regular, competing with friends who later turned pro and then played important roles in the renaissance of stand-up paddle. At 14, still in school, Steve signed on as a safety diver for Skin Diving Hawaii. He ended up piloting dive boats for several local companies before starting his own dive business in 1978. Steve’s Diving Adventures, a 5-Star PADI training facility, became the largest dive operator in the Islands. With three boats running seven days a week, Steve’s offered SCUBA and skin-diving instructions and a range of open-water tours. The firm grew to include full-service retail outlets, surfboard sales and rentals, ground tours, and a Maui location, plus performed commercial underwater salvage. He and his boats made numerous crossings of the Molokai Channel as escorts during outrigger canoe and kayak races. Following a move to the Northwest in 1991, Steve joined the Virginia V Foundation in 2002 as a volunteer crew member, later becoming a captain of the vessel. He is a member of the foundation’s board of trustees, serving as president for the term 2009-2012. He is now serving as Immediate Past President, Board Member. Steve is a member of the Kenmore Business Alliance, Bothell’s Downtown Action Committee and The Greater Bothell Chamber.

*Licensed USCG boat captain over 30 years *Water safety advisor *In charge of water safety practices with staff *Instructor for water safety-man overboard maneuvers *Experience in boating from kayaks to vessels up to 150 feet

4. A detailed description of the services to be provided. The detailed description shall include the following:

a. Services to be provided.

- * Rental of Stand Up Paddle Boards, Kayaks, Canoes and Beach Cruiser Bikes. Rentals are by the hour
- * Stand Up Paddle Board Lessons
- * Sales of refreshments and snacks
- * WhatsUp Combo Adventure where participants can paddle from one location to the other and pedal back on the Burke Gilman Trail

b. Schedule availability of services

WhatsUp will be open from May 1 through September, with the option to open in October should weather permit, a seasonal operation

c. Requirements for participation in services, such as age, experience, certification, membership, etc.

- * Participants must sign waiver – If a minor parents must sign for them
- *Participants must have no medical or physical conditions which could interfere with their safety
- *Must be good swimmers
- * All Participants must wear a personal floatation device
- * All Participants must wear a leash while on a SUP Board

d. Benefits to City residents resulting from the services.

- * Provide fun affordable quality rental equipment to residents
- * Offer paddling destinations
- * Bringing in residents from surrounding communities to enjoy Kenmore's waterfront
- * Enhance and promote Kenmore waterfront activities

e. Marketing and promotional plans for the services.

- * Maintain existing website and Facebook page/social media
- * Brochure
- * Advertisements in the Bothell Kenmore Reporter and Woodinville Weekly
- * Listed in Kenmore Business Directory
- * Bothell /Kenmore Reporter Directory (full page ad effective 10/17/14)

- * Networking through KBA and Bothell Downtown Action Committee

- * Greater Bothell Chamber events/advertising

- * Donations to non-profits and to the public

- * Continued word of mouth (since operating at Bothell Landing from 2010)

f. Plan for highlighting and promoting the City of Kenmore in marketing and promotional plans.

- * Continued advertising as listed above

- * Through the WhatsSup Combo Adventure linking both cities

- *Promoting Kenmore Business through being a committee member of the Kenmore Business Alliance.

g. Utilization of Park facilities

As in the past two years we will require containers to house our equipment we would like two 20 foot containers. They will be located by the beach area located west of the restrooms.

Signage will be placed to let the public know where the rental concession is located.

WhatsSup would like to add a trailer office for employees for added safety and security.

Have the option to move to the pier for expansion.

h. Plan for ensuring continued public use during operation of the services.

The concession will not inhibit the public use of the beach area.

i. Approximate rental cost of each hand powered watercraft or bicycle (if applicable) and any other type of service.

Kayak rentals – Double (Tandem) \$20.00 first hour each additional \$10.00

Single \$15.00 first hour each additional \$10.00

Single Sit-in kayak - \$20.00 first hour each additional \$10.00

Double Sit-in kayak - \$25.00 first hour each additional \$10.00

Canoe rental - \$20.00 first hour each additional \$10.00

SUP rental - \$18.00 first hour each additional \$12.00

Beach Cruiser Bike rental - \$9.00 per hour - \$35.00 day rental

SUP Lessons - \$40.00 per person 60 minute lesson

Combo Adventure - \$60.00 per person (4 hour adventure)

j. Commitment to safety, including general approach to safety and safety requirement for employees and patrons.

* PFD (personal floatation device) approved by the USCG must be worn while on the water on any watercraft

* Leash must be worn while on a SUP Board

* Crew members will be CPR /first aid certified

* General instruction is provided

k. Description of property maintenance and utility services expected to be provided by the City

* No utility service is required at this time by WhatsSup, other than what is already provided to the park by the City

*Regular maintenance of surrounding area of the concession will be provided by WhatsSup

* WhatsSup has adopted Log Boom Park and holds 2 cleanups each year, spring and fall. Kayaks and SUP Boards are provided to volunteers to help clean the shoreline

l. Description, location, installation, removal and time period in the park for any equipment storage containers or structures. Indicate whether the City; will be expected to provide such containers or structures.

WhatsSup will require the City provide minimum of two 20 ft containers to be located at the beach access area of the park located west of the restrooms to house rental equipment. Containers will be needed from May 1 through September 30th each season.

m. Description of need and responsibility for signage (A-board signs, etc.)

WhatsSup currently has three A-board signs which have been provided by the City showing name, service and directional, and two 3x5 to be placed on the containers.

n. Rent amount or percentage of revenue to be paid to the City for use of the Park and the right to engage in the concession.

Percentage of revenue to be paid to the City will be 10% of gross

o. A description of any improvements and/or property maintenance services the organization will provide that are essential to the services; or conversely, any improvements to the Park that the City must complete prior to commencement of services.

WhatsSup will ensure the beach area is left clean at the end of each day

p. If the services will be provided to youth and/or vulnerable populations a written commitment that the persons involved in such type of services will be subject to full background checks.

WhatsSup will commit to having full background checks on staff involved in providing services to youth and/or vulnerable population.

q. Optional but preferred: Business plan or preliminary budget for the services, including anticipated revenues and expenditures.

WhatsSup started at Log Boom Park in 2013 with 6 Kayaks, 6 SUP Boards, one canoe and 2 bikes, bringing in total revenue of \$10164. With continued advertisements and speaking with Kenmore residents and businesses about the waterfront activities available in Kenmore, WhatsSup added 6 more kayaks & 10 more SUP Boards in 2014 bringing in total revenue of \$26526.

We will be bringing in an additional 6 Kayaks, 6 SUP Boards and 6 Bikes for 2015 with anticipated revenue of \$36,000.00.

r. Optional but preferred: Discounts and/or no cost services for low income participants

\$5.00 off each rental for UW, Cascadia and Bastyr University students, Donations to non-profits for kayak, Sup, canoe rentals and combo adventures, approximately 10 per season.

5. For each organization, the names of and contact information for at least two references for each director or board member or owner, as applicable, and for the lead persons. The references may be past/present employers, past/present clients, and /or reputable members of the community.

Keith Turner – 978-870-6703

Toby Wilkins – 206-351-8840

Lori Cadwell – 425-485-4353

Henry Goren - 818-636-7061

Brittany Beck -425-485-4353

6. A statement of ability to satisfy the insurance coverage requirements in the contract template at Exhibit B to this RFP, together with the name and address of the insurance agent.

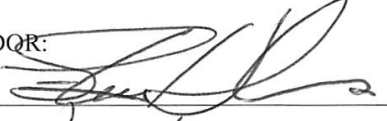
WhatsSup will provide the insurance coverage requirements as stated in the contract template Exhibit B.
See attached

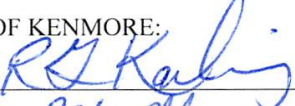
CITY OF KENMORE CONTRACT NO. 14-C1329
AMENDMENT NO. 1

The following section of Contract No. 14-C1329 between the City of Kenmore, Washington and Holmes-It LLC, dba WhatsUP Stand Up Paddle and Surf, is amended to read in its entirety as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

TERM OF AGREEMENT. This Agreement shall be extended from December 31, 2019 to December 31, 2021.

DATED this 27th day of November, 2019.

VENDOR: _____
BY: 
TITLE: President
DATE: 12-30-19

CITY OF KENMORE: _____
BY: 
TITLE: City Manager
DATE: 12-11-19

**CITY OF KENMORE CONTRACT NO. 14-C1329
AMENDMENT NO. 2**

Contract No. 14-C1329 between the City of Kenmore, Washington and Holmes-It LLC, dba WhatsSUP Stand Up Paddle and Surf, as amended by Amendment No. 1, is amended to read in its entirety as set forth below. All other terms and conditions of the underlying contract shall remain in full force and effect.

1. Equipment Storage.

Vendor may store its kayaks, cones, SUP's, bicycles, and all equipment and supplies related to the Services ("Equipment and Supplies") in one container provided by the City and at a location in the Park designated by the City Manager or his/her designee. The City at its sole discretion shall determine the proper location of the container. Vendor may use additional containers in the manner and in the locations approved by the City Manager and his/her designee. The City is not responsible for lost, stolen, or damaged Equipment and Supplies.

All Vendor-owned Equipment and Supplies must be removed from Rhododendron Park no later than September 13, 2021.

2. Exhibit A, Scope of Services, to the Contract is amended as set forth in Attachment A to this Amendment No. 2, attached hereto and incorporated by reference.
3. The Contract is amended as set forth in Attachment A to this Amendment No. 2, attached hereto and incorporated by reference. All other references to "Log Boom Park" within the Contract are hereby amended to read "Rhododendron Park".

DATED this ____ day of April, 2021.

VENDOR:

BY: _____

TITLE: _____

DATE: _____

CITY OF KENMORE:

BY: _____

TITLE: _____

DATE: _____

Attachment A to Amendment No. 2

1. Section 4 of Exhibit A, Scope of Services, is amended to read as follows:

Exhibit A

Scope of Services

The Scope of Services for this Agreement is contained in Section 4 of Vendor's proposal received by the City on October 20, 2014, which is attached to this Exhibit A.

* * *

4. A detailed description of the services to be provided. The detained description shall include the following:

a. Services to be provided

- Rental of Stand-Up Paddle (SUP) Boards, Kayaks, Canoes and Beach Cruiser Bikes. Rentals are by the hour.
- SUP Board Lessons
- Sales of refreshments and snacks
- WhatsUp Combo Adventure where participants can paddle from one location to the other and pedal back on the Burke Gilman Trail
- WhatsUp shall provide Eco Tours of Sammamish River and North Lake Washington consistent with the City of Kenmore Special Events Permit Application, which is attached to this Exhibit A.

b. Schedule of Services

- WhatsUp will be open from May 1 through September, with the option to open in October should weather permit, a seasonal operation
- Attend monthly meeting with city, boathouse and recreation providers for schedule updates

c. Requirements for participation in services, such as age, experience, certification, membership, etc.

- Participants must sign a waiver – If a minor, parents must sign for them
- Participants must have no medical or physical conditions which could interfere with their safety
- Participants must be good swimmers
- All Participants must wear a personal floatation device
- All Participants must wear a leash while on a SUP Board

d. Benefits to City residents resulting from services

- Provide fun, affordable, quality rental equipment to residents
- Offer paddling destinations
- Bringing in residents from surrounding communities to enjoy Kenmore's waterfront
- Enhance and promote Kenmore waterfront activities

e. Marketing and promotional plans for the services

- Maintain existing website and Facebook page/social media
- Brochure
- Advertisements in the Bothell Kenmore Reporter and Woodinville Weekly

- Listed in Kenmore Business Directory
- Bothell Kenmore Reporter Directory (full page ad effective 10/17/14)
- Networking through KBA and Bothell Downtown Action Committee
- Greater Bothell Chamber events/advertising
- Donations to non-profits and the public
- Continued word of mouth (since operating at Bothell Landing from 2010)

f. Plan for highlighting and promoting the City of Kenmore in marketing and promotional plans.

- Continued advertising as listed above
- Through the WhatsSup Combo Adventure linking both cities
- Promoting Kenmore Business through being a committee member of the Kenmore Business Alliance.

g. Utilization of the Park

- WhatsSup will require one 20ft container to store equipment. The container location shall be determined by the City Manager or his/her designee.
- Signage will be placed to let the public know where the rental concession is located.
- WhatsSup shall provide one 16ft trailer for additional storage of equipment to be parked onsite. The trailer location shall be determined by the City Manager or his/her designee.
- The dock located at Rhododendron Park is available for public use, WhatsSup may use the dock to board watercraft but may not exclusively occupy.

h. Plan for ensuring continues public use during operation of services.

- The concession will not inhibit the public use of park property or access to the water.

i. Approximate rental cost of each hand powered watercraft or bicycle (if applicable) and any other type of service.

- Kayak rentals – Double (Tandem) \$24.00 first hour, each additional hour \$10.00
- Single \$20.00 first hour, each additional hour \$10.00
- Single Sit-in Kayak - \$27 first hour, each additional hour \$10.00
- Double Sit-in Kayak - \$30 first hour, each additional hour \$10.00
- Canoe Rental - \$28 first hour, each additional hour \$10.00
- SUP Rental - \$20.00 first hour, each additional hour \$12.00
- SUP Lessons - \$79.00 per person 60-minute lesson
- Eco Tours of Sammamish River and North Lake Washington \$28.95 per 90 minute tour

j. Commitment to safety, including general approach to safety and safety requirements for employees and patrons.

- Personal Floatation Device (PFD) approved by the USCG must be worn while on the water on any watercraft
- Leash must be worn while on a SUP Board
- Crew members will be CPR/First Aid certified
- General instruction is provided

k. Description of property maintenance and utility services expected to be provided by the City

- No utility service is required at this time by WhatsSup, other than what is already provided to the park by the City
- Regular maintenance of surrounding area of the concession will be provided by

WhatsSup

- l. Description, location installation, removal, and duration in the park such as containers or structures.**
 - WhatsSup will require the City to provide one 20ft container to be located onsite by the City Manager or his/her designee for storage of rental equipment. Containers are needed from May 1 through September 30th each season.
- m. Description of need and responsibility for signage (A-board signs, etc.)**
 - WhatsSup currently has three A-board signs which have been provided by the City showing name, service, and direction as well as two 3'x5' signs to be placed on the container/trailer.
- n. Rent amount or percentage of revenue to be paid to the City for use of the Park and the right to engage in the concession.**
 - Percentage of revenue to be paid to the City will be 10% of gross
- o. A description of any improvements and/or property maintenance services the organization will provide that are essential to the services or conversely, any improvements to the Park that the City must complete prior to commencement of services.**
 - WhatsSup will ensure the waterfront area is left clean at the end of each day
- p. If the services will be provided to youth and/or vulnerable populations a written commitment that the persons involved in such type of services will be subject to full background checks.**
 - WhatsSup will commit to having full background checks on staff involved in providing services to youth and/or venerable population.
- q. Optional but preferred: Business plan or preliminary budget for services, including anticipated revenues and expenditures.**
 - WhatsSup started at Log Boom Park in 2013 with 6 kayaks, 6 SUP Boards, a canoe, and 2 bikes, bringing in a total revenue of \$10,164. With continued advertisements and speaking with Kenmore residents and businesses about the waterfront activities available in Kenmore, WhatsSup added 6 more kayas and 10 more SUP Boards in 2014 bringing in a total revenue of \$26,526.
 - WhatsSup will be bringing in an additional 6 kayaks, 6 SUP Boards, and 6 bikes for 2015 with an anticipated revenue of \$36,000.
- r. Optional but preferred: Discounts and/or no cost services for low-income participants.**
 - \$5 off each rental for UW, Cascadia, and Bastyr students. Donations to non-profits for kayak, SUP, canoe rentals and combo adventures, approximately 10 per season.

Subject/Topic: Climate Action Plan Proposed Council Action/Motion: Motion to approve the engagement plan component of the Climate Action Plan.	For Council Meeting Agenda of: April 19, 2021 Department: _Public Works, Env Services Division Prepared by: Richard Sawyer, Env Services Manager <u>Initial & Date</u> Approved by Department Head: RS Approved by City Attorney: NA Approved by Finance Director: NA Approved by City Manager: RK Exhibits/Attachments: Engagement Plan
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Introduction

The City of Kenmore is working with Cascadia Consulting Group (CCG) to develop its first Climate Action Plan (CAP). To date, the City has completed a Greenhouse Gas (GHG) Inventory and is presenting an Engagement Plan for approval on April 19, 2021. CCG is currently working with staff and gathering information for the vulnerability assessment and reduction target components of the CAP, which will be presented to Council on June 28, 2021 followed by Council approval on July 19, 2021.

Engagement Strategies

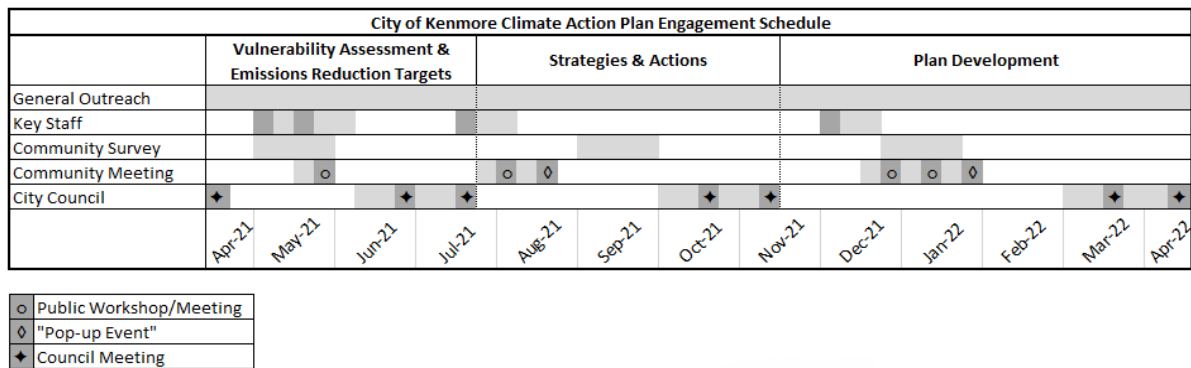
The engagement plan ensures that the City has sufficient Council and community input to inform development of a targeted, accessible, and technically defensible CAP. The engagement plan provides a strategic framework for engaging Council, the local Kenmore community, and key project partners and stakeholders in development of the CAP. The Engagement Plan (attached) provides detail on the City's plan to engage with the following key groups during the development of the CAP:

City Council – Staff will engage City Council through six proposed Council meetings. Council will provide direction and approval during development of the CAP. The proposed engagement plan provides for three Council approval checkpoints, including: 1) reduction targets and vulnerability assessment (July 26, 2021), 2) strategies and actions selection (November 8, 2021), and 3) final plan approval (April 11, 2022). Each approval checkpoint is preceded by a Council meeting to present draft information and receive feedback and direction.

City staff – Engagement with key staff (outside of the primary CAP development team) is critical for successful development and implementation of the CAP. Key staff, particularly those with Development Services and Community Development, will be engaged through interviews, focus groups and meetings.

Community – The Kenmore community and other stakeholders will be engaged through a variety of strategies, including scheduled online meetings/workshops, “pop-up events” targeting underrepresented audiences, surveys, newsletters and the City website. Members of the community already motivated and engaged with climate action will be critical to the plan’s success, however, this engagement plan will also attempt to engage other members of the community that traditionally may be underrepresented in these types of planning processes. Efforts will be taken to engage community members from a wide range of demographic sectors, including language, age, socio-economic status, and more. In addition to traditional public meetings, Cascadia Consulting Group will organize “pop-up events” that occur at the neighborhood level to provide alternative in-person options (depending on Covid-19 conditions). Multi-language materials will be produced and provided through multiple platforms (e.g. local community groups, business associations and churches). The Community will be engaged throughout each phase of the process to ensure their input is included prior to each Council approval checkpoint mentioned above.

Engagement Plan Schedule

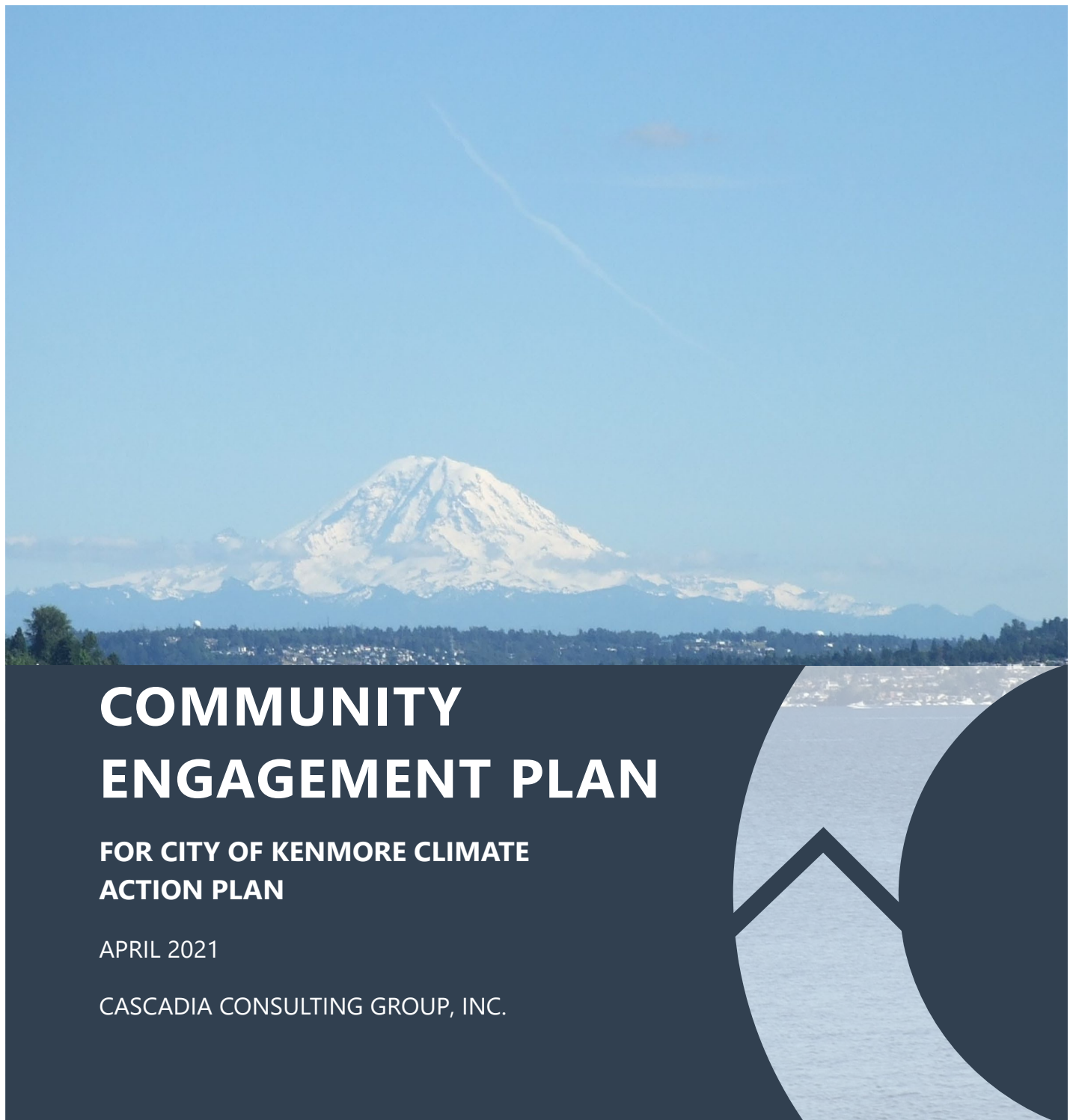


FISCAL CONSIDERATION:

The approved 2021-2022 budget allocates \$118,294 for professional services and memberships, such as the City’s agreements with Cascadia Consulting Group, King County-Cities Climate Collaboration (K4C), and the International Council for Local Environmental Initiatives (ICLEI). The budget also provides \$86,196 for a 24-month temporary 0.5 FTE Administrative Specialist position to provide staff support for development and implementation of climate action activities during the biennium. CAP funding will be provided from both the Surface Water Fund (22%) and Strategic Opportunities (78%).

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council’s 2021-2022 Priority #2 “Develop a Kenmore Climate Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration.”



COMMUNITY ENGAGEMENT PLAN

FOR CITY OF KENMORE CLIMATE
ACTION PLAN

APRIL 2021

CASCADIA CONSULTING GROUP, INC.



Cascadia Consulting Group, Inc.
Tel (206) 343-9759
Fax (206) 343-9819
www.cascadiaconsulting.com



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Community Engagement Plan

PLAN OVERVIEW

Cascadia Consulting Group (Cascadia) developed this Community Engagement Plan (“Plan”) to **provide a strategic framework for engaging the local Kenmore community and key project partners and stakeholders in development of the city’s first Climate Action Plan (CAP)**. Implementing this Plan will ensure we have sufficient community input to inform development of a targeted, accessible, and technically defensible CAP. This Plan outlines engagement goals and objectives, key messages, community demographics and socioeconomic factors, and proposed methods to communicate with a diversity of audiences and partners and bring them into the CAP planning process.

Planning Phases

We have divided this proposed CAP engagement process into **three key phases**, outlined in Table 1 below. Each phase will include both internal engagement with the City and external engagement with the broader community. We will accomplish the objectives and outcomes described in Table 1 below using a series of outreach tools detailed in this Plan—including community workshops, in-person events, roundtables, and direct outreach to key stakeholders.

Table 1. Proposed phasing of engagement strategies.

Phase 1: <i>Target Setting & Vulnerability Assessment</i>	Phase 2: <i>Strategy & Action Design</i>	Phase 3: <i>Plan Development</i>
Objectives		
✓ Build early awareness of CAP process ✓ Gather ideas, priorities, and concerns ✓ Build stakeholder relationships	✓ Share and vet strategies & actions	✓ Solicit feedback on draft plan ✓ Plan for implementation ✓ Inspire action
Outcomes		
✓ Vulnerability assessment ✓ Vision, priorities, concerns ✓ Initial list of action ideas ✓ GHG reduction targets	✓ Final CAP actions	✓ Draft CAP ✓ Final CAP

Engagement Roles

Cascadia will lead implementation of this plan with support from City staff.

Project Managers:	Richard Sawyer (City of Kenmore), Angela Pietschmann (Cascadia)
Cascadia Outreach Leads:	Alejandro Paredes (Cascadia), Tristan Smit (Cascadia)
Staff Support:	Sammie Roeun (City of Kenmore); Megan Lee (Cascadia)



COMMUNITY ENGAGEMENT PLAN

GOALS AND OBJECTIVES

This Plan aims to outline an engagement approach that is (1) **inclusive** by centering the priorities of historically marginalized communities, (2) **sustainable** by building and nurturing new and existing community relationships for long-term success, and (3) **transparent** by clearly articulating the City's expectations to the community and using accessible language.

Primary Goals
Goal: <i>Gather community perspectives and feedback that are representative of the diverse communities of Kenmore to inform CAP development and guide decision-making.</i> Objectives: ✓ Reduce barriers to participation for all audiences and use relevant, in-language messaging to different audiences across ages, industries, cultures, and locations. ✓ Center the perspectives, needs, and priorities of historically marginalized communities. ✓ Meet participants where they are, with respect for their involvement in climate change action and their different needs, wants, and priorities regarding climate vulnerabilities and mitigation.
Goal: <i>Create a framework for community action that clearly outlines how the residents of Kenmore can achieve CAP goals and take ownership in action implementation.</i> Objectives: ✓ Provide actionable information that is efficient, easy-to-understand, and accessible. Ensure multiple opportunities to provide input that are accessible and equitable to community members across demographic indicators such as gender, age, race, ethnicity, income, and geographic location. ✓ Learn what implementation strategies the community feels are most likely to succeed and has a role in; identify strategies and actions to include in the CAP. ✓ Provide opportunities for community members to voice their priorities, concerns, and expectations—and be responsive to them—to ensure buy-in throughout the planning process.
Secondary Goals
Goal: <i>Educate, empower, and energize the residents of Kenmore to cultivate a shared understanding around climate change.</i> Objectives: ✓ Equip residents with a baseline level of knowledge of concepts and terms about climate change. ✓ Build awareness around climate change, the climate action planning process, and convey how this relates to and supports the interests and values of all audiences within the community.
Goal: <i>Build communitywide support and strengthen relationships for advancing City and community priorities, carbon reduction and resilience strategies, and implementation considerations that continue beyond the life of this project.</i> Objectives: ✓ Provide transparency regarding how community input is used and will guide the CAP process. ✓ Clearly describe the focus and boundaries of the CAP, how the CAP will be used, and the role that public input and informed decision making will play in action implementation.

COMMUNITY ENGAGEMENT PLAN

Public Outreach Considerations

Understanding guiding principles and potential barriers to success can inform our engagement approach and how strategies successfully achieve our goals. The table below presents guiding principles and solutions for reducing potential barriers to effective community engagement.

Potential Barrier	Guiding Principles & Prospective Solutions
BIPOC Engagement <i>The COVID-19 pandemic has significantly altered our ability to interact with the public—specifically Black, Indigenous, and communities of color who have been more severely impacted by the pandemic. For example, our ability to engage face-to-face, which is one of the most effective strategies with BIPOC communities, has been diminished almost to zero.¹</i>	✓ Equity & Inclusion – Build relationships with trusted community liaisons to help engage hard-to-reach populations such as communities of color, low-income, youth, elderly communities, and young families. ✓ Monitor & Evaluate: Utilize an Excel-based engagement tracking tool to conduct progress reports after key project milestones to understand who we have already reached and where we need to focus efforts. ✓ Access & Transparency – Ensure the community knows when and how they can participate in the CAP process.
Competing Demands <i>The timing or frequency of key meetings may make it difficult to participate and prioritize climate work when facing many other demands for time.</i>	✓ Education & Awareness – Convey how climate action relates to and supports the interests and values of all audiences within the community, contextualized by other priorities such as recovery from COVID-19 or public health. ✓ Access & Transparency – Ensure the community knows when and how they can participate in the CAP process. ✓ Sustainable – Build and strengthen new and existing community relationships.
Overwhelm <i>The CAP process, coupled with other City engagement processes, can feel overwhelming to stakeholder groups and residents.</i>	✓ Realistic & Attainable – Build upon the public's understanding and integrate the public's priorities and concerns; uses methods likely to be successful.
Technology and Accessibility <i>Needs such as in-language translation and interpretation can limit who is able to participate.</i>	✓ Equity & Inclusion - Reduce barriers to participation, such as holding events outside of regular working hours, providing non-digital avenues of participation, and providing written translation and verbal interpretation services.
Blanket opposition to CAP Actions <i>Trigger actions such as densification can be a non-starter for some individuals.</i>	✓ Co-Benefits – Build awareness of tradeoffs and co-benefits of climate action.

¹ Seattle Planning Commission. 2020. A Racially Equitable & Resilient Recovery.
<https://www.seattle.gov/Documents/Departments/SeattlePlanningCommission/RERRfinalSPC08032020.pdf>

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Potential Barrier	Guiding Principles & Prospective Solutions
Low Participation Rates <i>Can make it difficult to build or sustain meaningful relationships with communities and stakeholders.</i>	✓ Adaptive – Provide a range of engagement options to suit different lifestyles, availability, and ways of processing information. ✓ Equity & Inclusion – Provide incentives for all voluntary engagement (e.g., raffles) and supply hourly stipends for non-voluntary engagement to recognize and help alleviate the costs of engagement (e.g., taking time from work, finding childcare, and arranging for transportation) borne by community members.

KEY AUDIENCES AND PARTNERS

Community Context

The City of Kenmore is located at the heart of Lake Washington, equidistant to the Greater Seattle Region and the Eastside. It has a lively, tightknit, vibrant, and talented community where residents embrace its natural beauty by enjoying outdoor activities by the Lake and along the Burke-Gilman Trail and enjoy community gathering places like The Hangar. The City is home to an award-winning school district, quality services, and vibrant neighborhoods.

The City aims to engage residents of all backgrounds with relevant messaging and messengers. Specifically, the goal is participation across diverse socio-economic, geographic, occupational, racial, and ethnic backgrounds. We aim to engage a **diversity of individuals and organizations** across the city to ensure the CAP captures the perspectives of those affected by climate change and CAP implementation.

We recognize that not all residents will respond to the same content, and that individuals will vary in their understanding of climate change issues. Some residents face disproportionate barriers to community engagement (e.g., government trust, language barriers, technological barriers, time), and therefore, we propose generating content and adaptively adjusting our engagement strategy throughout the climate action planning process to better engage with these key audiences (highlighted in yellow). ²

Table 2 summarizes recent demographics, based on City-provided demographic data, and has been supplemented with [U.S. Census](#) data: ³

² Audiences highlighted in yellow are those with demographics comparable to or above King County demographic trends. The context, barriers, and engagement activities outlined in this plan help us have a better picture on how our proposed key engagement strategies in the next section can better support these communities and alleviate potential barriers to engagement and increase participation.

³ Initial demographic data was provided by the City of Kenmore. Please note that U.S. Census data was provided to supplement City-data in areas where the Census provided more detailed information (e.g., Age distribution). Areas that were supplemented with Census data are identified with footnotes.

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Table 2. Community information.

Total Population = 23,450 people	
Age ⁴	
Under 5 years	7.2%
5-19 years	16.0%
20-44 years	35.0%
45-64 years	27.5%
65 and over	14.1%
Gender ⁵	
Female	50.6%
Male	49.4%
Race/Ethnicity	
White alone	80.3%
Asian alone ⁶	11.6%
Hispanic or Latinx	8.1%
Black or African American alone	1.4%
Native Hawaiian and Other Pacific Islander	0.5%
Two or more races	4.8%
Languages ⁷	
English only	76.0%
Language spoken at home other than English	24.0%
Spanish	24.3%
Other Indo-European Languages	20.6%
Chinese (including Mandarin, Cantonese)	18.7%
Other Asian And Pacific Island Languages	15.6%
Russian, Polish, or other Slavic Languages	6.1%
Tagalog (including Filipino)	3.8%
German or other West Germanic Languages	3.4%
Arabic	2.6%
Korean	2.5%
Other and Unspecified Languages	2.5%
Households by Type	
Total households	8,699

⁴ U.S. Census. 2019 American Community Survey 5-Year Estimates.<https://data.census.gov/cedsci/profile?g=1600000US5335170>⁵ Note that the female/male gender binary may not accurately reflect the way in which residents identify. Future gender identify data collection should include options such as non-binary/gender non-conforming, gender not listed, and/or prefer not to say.⁶ The three most prominent Asian racial groups are Chinese (5.2%), Asian Indian (2.1%), and Filipino (2.0%).⁷ U.S. Census. 2019 American Community Survey 5-Year Estimates; BERK 2021.

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Family households	67.2%
Non-family households	32.8%
Own	72.5%
Rent	27.5%
Householder living alone	23.6%
Of those that are 65 years and over	9.5%
Married with children	23.0%
Married, no children	31.0%
Single parent with children	7.0%
Household Income	
Very low-income (<30% AMI)	11.0%
Low-income (31% - 50% AMI)	9.0%
Moderate-income (51% - 80% AMI)	10.0%
Middle-income (81% - 100% AMI)	9.0%
Education ⁸	
Less than 9th grade	1.8%
9th to 12th grade, no diploma	2.5%
High school graduate (includes equivalency)	12.9%
Some college, no degree	17.6%
Associate's degree	8.4%
Bachelor's degree	34.3%
Graduate or professional degree	22.4%
Computer and Internet Use	
Households with a computer	96.5%
Households with broadband internet connection	94.9%
Households without internet	5.1%
Workforce and Employers	
Labor force	11,946 people
Unemployment rate	6.1%
Small business count	489
Largest employer	Bastyr University
Employment by Major Sector	
Services ⁹	1,856 (46%)
Education	559 (14%)
Construction & Resources	497 (12%)
Retail	435 (11%)

⁸ U.S. Census. 2019 American Community Survey 5-Year Estimates.

⁹ Includes Information; Professional, Scientific & Technical Services; Management; Private Educational Services; Health Care & Social Assistance; Arts, Entertainment & Recreation; and Accommodation & Food Services.

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Wholesale Trade, Transportation & Utilities	353 (9%)
Government	129 (3%)
Finance, Insurance & Real Estate	129 (3%)
Manufacturing	95 (2%)
Means of Transportation ¹⁰	
Drive alone	67.6%
Public transportation	11.6%
Carpool	10.0%
Worked at home	8.4%
Walk	1.3%
Other	1.0%
Mean travel time to work	34.8 minutes

Language Needs

In accordance with best practices, as outlined in the Translation Policy of King County, project materials should be translated for languages that are spoken by **more than 5% of the total population**. In Kenmore's case, Spanish is the only language that meets this threshold. However, if requests come in for materials to be translated into another language, we will consider the request and fulfill it.¹¹ Furthermore, the goal is to work alongside community-based organizations and service providers who can provide services to language dependent residents and provide project information in-language.

City	Zip Code(s)	Census Tract(s)	Translation Needs	Source
Kenmore	98028	215, 216, 217, 221.01, 221.02,	Spanish (5.7%)	American Factfinder

¹⁰ U.S. Census. 2019 American Community Survey 5-Year Estimates.

¹¹ Spanish and Chinese translations will be provided for select materials. Cascadia will evaluate the translations requests as they come in and discuss with the City about utilizing contingency funds to cover additional translations.

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KEY ENGAGEMENT STRATEGIES

We propose a mix of core engagement strategies to connect with audiences at each phase:

Phase	Engagement Approach Overview
1 – Target Setting & Vulnerability Assessment	Promote attendance at community workshops and targeted engagement in coordination with key community groups to build awareness & interest .
2 – Action Development	Employ broader engagement methods such as a widely distributed survey and open house to capture comprehensive input. Use targeted methods for hard-to-reach or crucial audiences .
3 – Plan Development	
Throughout CAP process	Develop communications collateral and manage City webpage . Implement checkpoints to ensure representative participation.

Stakeholder Group	Phase 1: Target Setting & Vulnerability Assessment	Phase 2: Action Development	Phase 3: Plan Development	Throughout CAP Process
Internal Stakeholders				
Decisionmakers – City Council <i>City leaders whose decisions drive investment and policy</i>	✓ Council meetings (2)	✓ Council meetings (2)	✓ Council meetings (2)	✓ Council weekly reports ✓ Council meetings
Implementation Leads – City Staff <i>City staff who are responsible for directing CAP implementation.</i>	✓ Interviews	✓ Focus group	✓ Focus group	✓ Emails ✓ Council weekly reports



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Stakeholder Group	Phase 1: Target Setting & Vulnerability Assessment	Phase 2: Action Development	Phase 3: Plan Development	Throughout CAP Process
External Stakeholders				
Advocates <i>Supportive and willing to put in effort to support CAP process</i>	✓ Roundtable	✓ Survey	✓ Online open house	✓ City webpage ✓ Email listserv ✓ Introductory video/PPT
Critical Perspectives <i>Groups frequently not reached but critical to equitable outcomes</i>	✓ Roundtable ✓ Survey	✓ Pop-up event	✓ Pop-up event	✓ City webpage ✓ Email listserv ✓ Video/PPT
Implementation Partners <i>Conduct operations that affect the success of CAP implementation</i>	✓ Roundtable	✓ Survey <i>(targeted invitation to participate)</i>	✓ Online open house	✓ City webpage ✓ Email listserv ✓ Video/PPT
General Public <i>CAP strategies and implementation affect day-to-day lives</i>	✓ Survey	✓ Workshop ✓ Pop-up event ✓ Survey	✓ Online open house ✓ Workshop ✓ Pop-up event	✓ City webpage ✓ Email listserv ✓ Video/PPT

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Levels of Engagement

The levels of engagement outlined below are a helpful tool to strategize who, how, and when we can actively bring partners into the CAP planning process. It is easier to gear up for additional levels of engagement with stakeholders, but more difficult to scale back in levels.¹² Activities included in this Plan are **bolded** for reference.

1 Inform	2 Consult	3 Involve	4 Collaborate
Educate members of the group about the rationale for the project or decision; how it fits with City goals and policies; issues being considered, areas of choice or where input is needed.	Gather information and ask for feedback from group to better inform the City's work on the project.	Work directly and consistently with group to ensure their concerns are understood and considered in the City's planning process.	Create a partnership to work along with groups and give them meaningful ownership developing and implementing the planning process or project.
Potential Activities			
• Emails/newsletters • Open houses • Presentations • Factsheets • Pop-up events	• Online surveys/polls • Public comment • Focus groups • Interactive workshops	• Interactive workshops • Community forums	• Resident advisory committees • MOUs with community-based organizations

Key Audiences

The following list includes key audiences to engage during the CAP development process. This is not an exhaustive list and will serve as a guide during outreach. We will engage with a diversity of residents, businesses, and organizations across the community. Individuals and organizations within these groups will vary in their understanding of climate change and climate impacts, and their level of support for climate action.

¹² Note that the 5th level of community engagement is "Empower". Empowerment encompasses delegating final decision-making (on identified issues) to stakeholders or community groups. This approach is typically done by using a community task force, which the City has decided not to include in the final engagement strategy. Future engagement and action implementation may open up opportunities to "empower" stakeholders.

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Internal Audiences

The internal City staff and departments that will support this process are listed below.

Audience & Description	Groups	Engagement Goal
Decision-makers <i>City leaders who make decisions that drive investment and policy</i>	City Council, City Manager, and City staff liaisons for departments	Consult and update for decision-making. Inform and involve , as appropriate, to gather feedback on engagement opportunities and CAP strategies.
Implementation Leads <i>City staff who are responsible for directing climate strategy implementation in departments</i>	Department heads and staff: - Community Development - Development Services - Public Works - Finance and Administration	Collaborate to gather feedback on potential strategies, vulnerability assessment findings, implementation planning, and garner support.
Guides and Analysts <i>City commission/committee members whose support and direction are important for community engagement, climate strategy development, and implementation</i>	Planning Commission	Consult , as appropriate, to gather feedback on engagement opportunities and CAP strategies.

External Audiences

The community groups that will support this process will draw members from the organizations listed below.

Audience & Description	Groups	Engagement Goal
Advocates <i>Very supportive of climate action and willing to put in effort to support the climate strategy process.</i>	Environmental community-based organizations - Kenmore People for Climate Action - Sno-King Watershed Council - People for Environmentally Responsible Kenmore (PERK)	Involve to spread the word about the climate strategy. Involve in strategy development.
Community Groups & Critical Perspectives <i>Community groups in Kenmore that should be reached during public processes. The</i>	Education - Bastyr University - Northshore School District	Involve through tailored outreach to create accessible opportunities to participate in climate strategy planning process and build and/or

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Audience & Description	Groups	Engagement Goal
<i>participation of some of these groups are critical to equitable outcomes from climate strategy implementation. Generally speaking, these groups and communities can experience more barriers to engagement and are therefore priority groups for the City to build relationships with.</i>	▪ Kenmore Youth Council	strengthen relationships with community groups or individuals for long-term engagement around sustainability and climate issues.
	Historically marginalized groups ▪ Kenmore Senior Center ▪ The Tessera Center ▪ Northshore Wranglers Inclusion Program ▪ Mary's Place	
	Faith-based communities ▪ Kenmore Community Church ▪ Northlake Lutheran Church ▪ The Vine Church ▪ City Hill Church Northshore ▪ Church of the Redeemer ▪ Epiphany Lutheran Church ▪ Jewish Federation at Bastyr (JFAB)	
	Housing ▪ Habitat for Humanity ▪ Mary's Place ▪ Large multi-family/apartment complexes	
	Other ▪ Kenmore Community Club ▪ Northshore YMCA ▪ Lions Club of Kenmore ▪ Arts of Kenmore ▪ St. Vincent de Paul Thrift Store ▪ Kiwanis of Northshore ▪ King County Library System (Kenmore Library) ▪ Kenmore Moms Group on Facebook	

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Audience & Description	Groups	Engagement Goal
Implementation Partners <i>Conduct operations that affect the success of climate strategy implementation.</i>	North Lake Washington Clean Air and Water Collective	
	Utilities - Northshore Utility District - Puget Sound Energy	Inform about overall process. Consult with to gather feedback.
	Transit Agencies - King County Metro - Sound Transit	Involve in strategy development and prioritization.
	Contracted Services Republic Services	
	Other public entities - King County/K4C - Puget Sound Clean Air Agency - Port of Seattle	
	Other service providers - Kenmore Food Bank - North Urban Human Services Alliance	
	Business community - Bothell Kenmore Chamber of Commerce - Kenmore Business Alliance - City of Kenmore Business Registration List	
General Public <i>Climate strategies and implementation affect day-to-day lives.</i>	Developers - Master Builders Association - Washington Multifamily Housing Association	Inform throughout the process and consult on strategies and the draft CAP report.
	Various groups and communities, e.g., those representing major employers, schools, and social/gathering places	

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Engagement Methods

During the COVID-19 pandemic, virtual and remote engagement will be the primary means of engaging the broader community. However, as vaccines continue to roll-out, the project team will aim to utilize in-person outreach—specifically around Phases 2 and 3. However, the project team and overall engagement strategy will remain adaptive to changing conditions and will adjust our approach as new science and guidelines become available. The sections below provide more detail on these proposed strategies.

Phase 1: <i>Target Setting & Vulnerability Assessment</i>	Phase 2: <i>Strategy & Action Design</i>	Phase 3: <i>Plan Development</i>	Throughout CAP Process
Objectives			
✓ Build early awareness of CAP process ✓ Gather ideas, priorities, and concerns ✓ Build stakeholder relationships	✓ Share and vet strategies & actions	✓ Solicit feedback on draft plan ✓ Plan for implementation ✓ Inspire action	✓ Share project updates and solicit general feedback
Methods			
✓ Council meetings (2) ✓ City staff Interviews or focus groups (2) ✓ Survey ✓ Roundtable (w/ stipends)	✓ Council meetings (2) ✓ City staff interviews or focus group (1-2) ✓ Survey ✓ Public workshop ✓ Pop-up event	✓ Council meetings (2) ✓ City staff interviews or focus group (1-2) ✓ Online open house & survey ✓ Public workshop ✓ Pop-up event	✓ Council weekly reports ✓ Emails ✓ City webpage & newsletters ✓ Marketing collateral, including video/PPT
Outcomes			
✓ Vulnerability assessment ✓ Vision, priorities, concerns ✓ Initial list of action ideas ✓ GHG reduction targets	✓ Final CAP actions	✓ Draft CAP ✓ Final CAP	✓ N/A

City Council Meetings

Cascadia will optimize decision-makers and implementation leads' time by using emails and attending standing meetings, as needed, to make it simple and streamlined for them to hear what is happening and provide feedback. The overall goal with these audiences is for them to be aware of CAP development and share ownership over the strategies and actions.

- Cascadia will prepare presentation materials for City Council at **three phases of the project**: 1) target setting and vulnerability assessment; 2) strategy and action development; 3) the final CAP (including implementation and monitoring plan).



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City Staff Interviews or Focus Groups

We will use interviews to gather input from City staff throughout **all three phases**. We will leverage City staff expertise to vet vulnerability assessment findings, weigh in on recommended targets, and/or review components of the plan. Depending on availability, Cascadia will lead one-on-one phone meetings or conference calls and/or support focus groups with key staff. Cascadia will prepare an interview guide and lead facilitation of each interview and/or focus group to solicit their feedback on specific parts of the CAP that are relevant to their area of expertise.

- In the first phase, we will coordinate with City staff to identify department heads and staff for **two interviews and/or organized focus groups**. Interviews/focus groups will allow for the team to do deeper dives into key city vulnerabilities and target-setting recommendations.
- In the second phase, Cascadia will conduct **one City staff focus group or up to two interviews** with key departments. Cascadia will develop discussion questions to gather input on existing City sustainability initiatives, key barriers, and key opportunities the project team should have in mind as they develop the CAP. This context and early input on feasibility will help identify appropriate strategies for Kenmore from the get-go.
- In the final phase, Cascadia will lead efforts to gather input on the feasibility of draft strategies and implementation details. Cascadia will lead **one City staff focus group or up to two interviews** to gather feedback on the feasibility of strategies proposed in the draft plan.
- Cascadia will provide updates, as appropriate, to the Planning Commission, project website, and weekly Council reports, as deemed necessary.

Online Public Workshops

We will host up to **two interactive online workshops** to introduce the plan and understand priorities, identify CAP strategies and actions, and gather feedback about final plan. These workshops will take place on Zoom. Cascadia's workshops combine PowerPoint slide-based infographics with oral presentations, videos, interactive polls and whiteboards, discussion periods, break-out sessions, and chat-based Q&A to promote collaborative learning on diverse topics. Cascadia can provide in-language translators and can send direct, physical materials to key stakeholder groups, translated if necessary. We anticipate the following workshops:

- **Two community English-language workshops (1.5-2 hours each)**
 - **Phase 2** - Workshop #1: Strategy and Action Ideation (General Public)
 - **Phase 3** - Workshop #2: Draft CAP Review (General Public)
- **Participation incentives (~\$100):** We will provide up to \$100 in gift card incentives for attending workshops. Incentives will be given in a randomized format (e.g., those who register and attend the workshop will enter a raffle for a \$25 gift card).

Community Roundtable

Community roundtables are the primary mechanism for delivering on the goal to build meaningful, long-term relationships with the community around climate and sustainability issues. Cascadia will collaborate with





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advocates and critical perspectives (e.g., community-based organizations, marginalized communities, faith-based organizations) to create space for their voices in the process and leverage their expertise.

- **Cascadia will lead one 2–3-hour community roundtable during Phase 1 of engagement.** This initial roundtable will act as a “learning and listening” session to understand the current reality these audiences face, key vulnerabilities, and how climate change may affect Kenmore’s systems (e.g., social, economic).
- The workshops will be based on the same briefing PPT slide deck created for the online public workshops and utilize key findings from the initial vulnerability assessment.
- Cascadia will provide up to **4 hours towards** the development of the roundtable agenda and content to accommodate topic/stakeholder focus areas.
- **Participation stipends (~\$600):** We will provide a **\$20/hour stipend for up to ten participants** in the community roundtable.

On-The-Ground Outreach

By working with other City departments, advocacy and community groups, and public facilities, we can reach their peers and communities to create targeted opportunities to participate in the CAP process. We recommend supporting up to **two pop-up events (2 hours each)**. If possible, at least one should be held partially during normal business hours so that those who work evenings can attend. Each pop-up event will include one custom engagement collateral (e.g., poster) and will include all additional engagement material and collateral (i.e., factsheets, postcards).

- We recommend that at least one pop-up event takes place in an area that will reach a broad range of Kenmore residents (e.g., downtown, community centers, farmers market). This first pop-up event will take place during strategy and action development stage as an opportunity to collaborate with organizers of existing community events to inform residents of the CAP process, brainstorm strategies and actions for the CAP, and provide information on upcoming opportunities to take part in the CAP process. If budget allows, select materials will be translated into Spanish and Chinese.
- We recommend that the second pop-up event take place at a location that focuses on the key audiences identified above. This could include hosting a pop-up event at a Hispanic/Latino grocery store or the Northshore Wranglers Inclusion Program. Depending on location, all materials will be translated into Spanish and/or Chinese.

Online Surveys

SurveyMonkey provides surveys as well as its own polling application. It has multilingual capabilities and is accessible via mobile phones. The community survey can be an opportunity for Kenmore residents to provide feedback on the vision of a climate-resilient Kenmore, CAP goals and strategies, and the prioritization of CAP actions. Surveys can be used throughout the engagement process. We encourage translation into Spanish and Chinese, as the most commonly spoken languages in addition to English.

- We will use **two rounds of online surveys** to share updates about the CAP process and gather community feedback at key points throughout the project:





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- 1) Awareness building, target setting, and initial action ideation
- 2) Review and feedback of revised list of strategies and actions.
- **Participation incentives (~\$100):** We will provide up to \$100 in gift card incentives for responding to online surveys. Incentives will be given in a randomized format (e.g., those who complete the survey will enter a raffle for a \$25 gift card to a local business).

Online Open House & Survey

For the final phase of engagement (i.e., plan development), we will develop and publish an **online open house via [Konveio.com](https://konveio.com)** to contain up-to-date information on the CAP status and allows stakeholders to directly provide feedback or public comments on draft documents. The Konveio-based online open house provides an opportunity for community members to have two-way communication with City staff and project team members. Compared to traditional in-person open house, this format has the benefit of allowing participants to join at a time that is convenient for them and take their time digesting materials, which can boost participation rates and reach well beyond the usual suspects often involved in City engagement initiatives. Additionally, the Konveio can support multiple interactive features (e.g., guided tours, pop-ups, and interactive overlays) within one document to make it easy for multiple audiences to understand. The Konveio.com platform offers an ideal format to partition the final plan into bite-sized and easily navigable sections.

- The Cascadia Team will support the logistics preparation, uploading draft plan contents onto the Konveio site, synthesis of findings, and hosting of the website. This work includes tracking comments and questions and escalating as needed to the City of Kenmore.
- In order to be effective with available budget, we recommend leveraging the graphics support planned for the draft and final CAP development for the Konveio site content. In lieu of creating brand new, visually rich templates, we will develop a “basic” version of the Online Open House which will include revised sections of the draft plan (in Word) to the Konveio site. This will allow for the community to view the plan as a whole and/or review key sections of the final document. This will allow us to provide general information about the CAP, hyperlink to references and surveys, embed videos, and include other interactive elements such as trivia questions. The platform itself can use Google Translate capabilities to translate text introducing the open house and each activity and material.

Materials and Collateral

To support the wide variety of engagement strategies and key audiences, Cascadia will develop key communications and outreach materials with project messaging. The materials and collateral will be used throughout all three phases of the project and select materials will be available in English, Spanish, and Chinese, and have digital and printed versions. The materials and collateral will include:

- **Up to two factsheets** about the CAP goals, target sectors, and ways to engage. Cascadia can integrate these into the virtual open house, where they can provide background on topic areas and participants can comment and vote on issues that are important to them. We will design factsheets following the City’s and plan’s style guide to be easily incorporated into the final plan. Anticipated factsheets are as follows (* indicates translation to Spanish and traditional Chinese):





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- **One (1) two-page general CAP factsheet*** to underlie all public outreach.
- **One (1) 2–4-page vulnerability assessment factsheet** summarizing key findings and major climate impacts.
- **One palm card or postcard for general outreach.** * The final palm/post card will provide an overview of the CAP process and feature a QR code to direct users back to the project landing page.
- **A recorded PowerPoint presentation for briefings.** This 3–4-minute video will use timed slide transitions, animation, and captioning to carry viewers through a PowerPoint presentation in lieu of a live presenter. We will limit animation to what is available through PowerPoint but can include an accompanying video of the presenter. It will be ADA-accessible and can be translated into multiple languages via closed captioning. If desired, we can also incorporate voice-over or video content provided by the City. The video can be streamed from the virtual open house, shared via social media, and/or embedded on the City's selected website(s). Cascadia will create the script and video using materials, including a template, provided by the City with one or two rounds of review.
- **Style guide.** A style guide or design template is a set of standards for the writing, formatting, and design of documents. The style guide establishes standard style requirements to improve communication by ensuring consistency both within a document, and across multiple documents. Because practices vary, the final style guide may include templates and guidance in areas such as punctuation, formatting of numbers and dates, table appearance, colors, and other areas. The final style guide will be ADA-compliant and align with the look and feel of the City's existing aesthetic.

City and Community Newsletters

As needed, Cascadia will provide brief updates on CAP development status and share upcoming engagement opportunities. Cascadia will provide Kenmore with the needed content and graphics for the quarterly community newsletter and weekly Council report.

City Webpage

Kenmore will lead the development and management of a **central webpage** for the Climate Action Plan housed on www.kenmorewa.gov/CAP. The webpage will act as a go-to landing page for the public to learn about the planning process and ways to get involved. It will be important to keep the City webpage as a landing page so that the public will have the webpage "bookmarked" as the plan moves into the implementation phase.

The factsheets, online surveys, online open house, and information about upcoming and past events will all be linked from the City webpage. We envision the web page itself including basic content about the plan (why a plan is needed, focus areas, planning process) and high-level information about how to get involved. We want to prevent the duplication of information on each site, and when appropriate, the audience should be taken directly to the open house platform or online survey to provide direct feedback on strategies, depending on the context of the communication and call to action. **Cascadia can provide advice as needed regarding City webpage content.**



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Other Engagement Services and Opportunities

As schedule and budget allow, Cascadia can provide additional community engagement services and opportunities. To complement other engagement strategies and activities, these opportunities can support accessible engagement for households and families who have limited technological bandwidth, differing visual or hearing abilities, and timing restrictions due to professional or familial responsibilities. These opportunities include:

- Host an open house at the launch of the project for members of the public to speak with project staff and learn about the project.
- Hold one-on-one phone meetings or conference calls and/or support presentations and focus groups with key staff to do deeper dives into strategies and measures.
- Send direct, physical materials to key stakeholder groups, translated where necessary.
- Reach non-English speaking residents through prefer communications channels like WeChat for the Chinese speaking population or Facebook for the Spanish speaking population.
- Provide information at places of gathering for hard-to-reach communities like ethnic grocery stores and public libraries.

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MEASURING SUCCESS

Tracking engagement is important to ensure that we are meeting our goals and objectives for community outreach, especially gathering feedback and perspectives that are representative of the entire community and making engagement opportunities accessible and inclusive. We will use a tracking template to track engagement activities regarding who we reached and what outcomes were achieved to assess how we are doing to reach audiences, re-direct as needed, and prioritize activities moving forward.

The following table provides an overview of the metrics that we will track for the various engagement strategies. We will track overall metrics for most methods, added up periodically to adapt involvement tactics, and added up at the end of the process to provide a big picture of involvement performance.

Involvement Approach	Metrics
Overall metrics	✓ Population parity – do those reached reflect the demographics of Kenmore or overrepresent traditionally underrepresented communities? <i>Demographic questions will be optional to encourage participation in engagement activities, but we will include them for as many activities as possible.</i> ✓ Number of participants and comments
Online Open House & Survey	✓ Number of visitors (new and repeat) ✓ Time spent on page ✓ Number of click-throughs on materials ✓ Demographic representativeness of participants, as measured in web poll ✓ Number of comments, posts, and/or poll answers
Online Surveys	✓ Number of respondents (Target: 400 respondents) ✓ Demographic representativeness of respondents, as measured via survey question
Online Public Workshops	✓ Number of registrants ✓ Number of attendees ✓ Demographic representativeness of attendees, as measured via in-workshop poll question
On-The-Ground Outreach	✓ Number of attendees or number of click-throughs ✓ Demographic representativeness of attendees ✓ Number of comments and level of specificity of input gathered
City Webpage	✓ Number of visitors (new and repeat) ✓ Time spent on page ✓ Number of click-throughs on materials
Email Communications	✓ Number of emails sent ✓ Number of emails received (if Cascadia has access to this) ✓ Number of new and repeat emailers



COMMUNITY ENGAGEMENT PLAN

TIMELINE AND BUDGET

Budget

The table below describes how the community engagement budget will be spent and key assumptions about the responsibilities of City staff and the Cascadia team.

Approach	#	Consultant Role	City Role	Budget
City Council Meetings	3	Lead presentation and material development for each feedback session; attend 3 meetings.	Lead presentations at 3 additional approval meetings. Consultant not attending.	\$5,200
City Staff Interviews or Focus Groups	3-6	Plan and facilitate up to 3 focus groups or 6 one-on-one interviews.	Support scheduling and attend, as appropriate.	\$2,200
Online surveys	2	Develop surveys and compile summaries of responses. Includes \$100 in participation incentives.	Review and promote survey through available channels.	\$5,000
Online Open House + Survey	1	Develops and upload all materials and compile summaries of responses. Includes \$100 in participation incentives.	Review materials and promote through available channels.	\$7,000
Community Roundtable	1	Plan and attend one (or more if time/budget allows). Coordinate with City to identify key stakeholder groups. Includes \$600 in participation stipends.	Facilitate invitations and attend event.	\$5,000
Online Public Workshops	2	Develop presentation and materials and facilitate at 2 meetings; includes \$100 in participation incentives.	Review agenda and materials; attend and provide remarks; support promotion	\$13,900
On-The-Ground Outreach	2	Attend two (or more if time/budget allows). Price includes travel and material expenses.	Facilitate location and coordination; attend, if desired.	\$6,200
Materials & Collateral	4	Develop two factsheets, ¹³ one palm card/postcard, a briefing PPT, and style guide. Assumes materials are used for multiple engagement events.	Review and provide comments (assume up to two rounds of review revision on all materials).	\$7,000
Newsletters & Emails	-	Review content.	Manage content development and distribution.	Negligible
Printing	-	Provide content and materials for printing.	Assume costs for outreach printing needs (e.g., collateral, display boards)	Negligible
Total				\$51,500

¹³ Vulnerability factsheet cost included in Task 2 budget.

COMMUNITY ENGAGEMENT PLAN

Timeline

The timeline below depicts the timing and sequence of key engagement events as they relate to phases of the climate action planning process. The proposed timeline includes gap time in between engagement milestones for the planning team to summarize results from previous engagement efforts, prepare for upcoming events, and adaptively adjust our strategy based on community/demographic trends.

● = Community Engagement (Workshop/Roundtable/On-The-Ground Event) | ○ = Online Survey (Survey Monkey) | ■ = Online Open House & Survey |

◆ = City Staff Engagement (Interviews or Focus Groups) | ◇ = City Council (Presentation on Key Deliverable or Approval) | ■ = City Council Recess

Task	APR -21	MAY -21	JUN -21	JUL -21	AUG -21	SEP -21	OCT -21	NOV -21	DEC -21	JAN -22	FEB -22	MAR -22	APR -22
Phase 1. Target Setting & Vulnerability Assessment													
City Staff Engagement		◆	◆										
Community Engagement		●											
Online Survey		○											
City Council Meeting			◇	◇	■				■				
Phase 2: Strategy & Action Design													
City Staff Engagement				◆									
Community Engagement					●	●							
Online Survey						○							
City Council Meeting					■		◇	◇	■				
Phase 3: Plan Development													
City Staff Engagement									◆				
Online Open House & Survey									■				
Community Engagement										●	●		
City Council Meeting					■				■			◇	◇

COMMUNITY ENGAGEMENT PLAN

Task	APR -21	MAY -21	JUN - 21	JUL - 21	AUG - 21	SEP - 21	OCT - 21	NOV -21	DEC - 21	JAN - 2022	FEB - 22	MAR -22	APR - 22
Ongoing													
Website Updates													
Newsletters													
Social media													

DRAFT



Appendix A: Key Messages

What is a climate action plan?

- **Greenhouse gas emissions** from transportation, energy use, land use change, and other sources are changing our climate in ways that **already put the community at risk**. Projected changes in temperature, snowpack, severe storms, sea-level rise, and wildfire risk could threaten City infrastructure, natural resources, and public health.
- A **climate action plan (CAP)** provides a roadmap for reducing the community's greenhouse gas emissions and preparing for the impacts of climate change that are unavoidable. By taking action to reduce emissions and prepare for climate risks, the City will position itself to be ahead of the curve and protect the health and well-being of our residents and economy.

Why should I participate in this process?

- This is Kenmore's first climate action plan (CAP). It is an important opportunity to **shape the initial vision and direction of our climate planning efforts** and comes at a **crucial juncture** in our city's and broader society's history. This is an opportunity to tell us **your priorities and concerns** and **learn what you can do** to ensure that the CAP and its solutions — especially around housing, land use, transportation, parks and green space, and more — help create and sustain a vibrant and resilient Kenmore for years to come.
- The Kenmore CAP is not just a guidance document, it is a living document influenced by the people of Kenmore creating climate solutions through **public investments, individual actions for change, and sustainable business strategies and opportunities—for the whole Kenmore community, especially those overburdened by climate impacts**. We can achieve equitable outcomes with your input by:
 - Ensuring households with **higher energy and housing burdens** get access to direct benefits.
 - Ensuring communications are **in-language and accessible** to all Kenmore residents.
 - Ensuring **investments are made in communities that experience disproportionate climate impacts**, such as heat stress or flooding risks.
- We are also in a time where we are addressing **multiple global issues** such as climate change and COVID-19. Given the City's limited resources and competing demands, your input helps us be as responsive as possible to the community's shared priorities and needs, and to generate **win-win strategies**. A CAP can help bring about community benefits in the form of financial benefits through reduced utility costs and business incentives, improved health, housing security and anti-displacement efforts, food security, and education.

How will my feedback be used?

- Public input will be an **essential part of this climate action planning process**. All public input will be heard and considered along with input from City staff, City leaders, and partners throughout the planning process. All communications will be **documented and shared publicly**.
- The feedback received from our community engagement **will inform the vision, goals, strategies, actions, and implementation of Kenmore's first climate action plan**. This inaugural CAP is part of an ongoing, iterative planning process that will evolve and grow over time. Actions or issues that cannot be addressed through this planning process will be listed as **suggested actions suitable or complementary to other projects, programs, or services** as deemed appropriate.

Appendix B: Community Task Force Tradeoffs

Pros and cons of developing a community leader task force; the engagement team and the City determined the “Alternate Approach” is more appropriate for this CAP process.

	Community Leader Task Force	Alternate Approach
	<i>A select group of community leaders and specialists representing sectors or groups that are critical for effective implementation; may include residents.</i>	<i>Engage the general public using a series/combination of community workshops, open houses, roundtables, interviews, surveys, mailers, etc. in lieu of task force.</i>
PROs	- Members selected by City Staff or Council - More successful in larger cities/communities with barriers between government and its residents - Enables dissemination of accurate information from community members to other residents/stakeholders - Can be a good investment of time and resources if the Task Force will be reconvened/engaged in the future	- Brings a bigger portion of the population into the decision-making process - More successful in smaller cities/communities when the community is already involved and connected - Demonstrates openness and transparency - Flexible and convenient for participants - Uses a toolbox of strategies, allowing for increased flexibility/responsiveness throughout the project
CONS	- Less inclusive because of the constraint in membership size - Can be less equitable if only those who have sufficient time and interest are able to participate as members - Individual members or entities may not be representative of the interests of the community - More coordination needed to convene and facilitate the group as a whole - Longer formation and start-up phase (requires more planning, recruiting, and logistical prep)	- Participation rates may vary - Stakeholders may not participate unless they feel personally affected by the outcomes of the project - Some people are inhibited from speaking in large public workshops - In-person engagement uncertain due to COVID (may need to use entirely virtual engagement strategies)



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

Subject/Topic: Tree Workshop. Informational Presentation on Current Tree Regulations Proposed Council Action/Motion: No action requested; informational only	For Council Meeting Agenda of: <u>April 19, 2021</u> Department: <u>Development Services</u> Prepared by: <u>Samantha Loyuk, Senior Planner</u> <table border="0" style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;"><u>BH 4-9-21</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>NA</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>LS 4-9-21</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>RK 4-9-21</u></td></tr> </table> Exhibits/Attachments: Attachment 1) PowerPoint presentation (to be uploaded the week of April 12th)		<u>Initial & Date</u>	Approved by Department Head:	<u>BH 4-9-21</u>	Approved by City Attorney:	<u>NA</u>	Approved by Finance Director:	<u>LS 4-9-21</u>	Approved by City Manager:	<u>RK 4-9-21</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>BH 4-9-21</u>										
Approved by City Attorney:	<u>NA</u>										
Approved by Finance Director:	<u>LS 4-9-21</u>										
Approved by City Manager:	<u>RK 4-9-21</u>										
<u>INFORMATION/BACKGROUND:</u> At the Kenmore City Council annual retreat on January 8th and 9th, 2021, tree preservation was discussed, and as such, Council requested to conduct a tree workshop. In response to the request made by City Council, Development Services staff have prepared an informational presentation to review existing tree regulations. The presentation is provided by Samantha Loyuk, Senior Planner and ISA certified arborist. Samantha has worked for the City of Kenmore for over 10 years and is responsible for the review of tree removal permits and land use applications (i.e., new development).											
<u>FISCAL CONSIDERATION:</u> N/A											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Develop a Kenmore Climate and Environment Action Plan including water, air, forest, and habitat restoration.											

KENMORE TREE REGULATIONS

An overview

DEVELOPMENT SERVICES

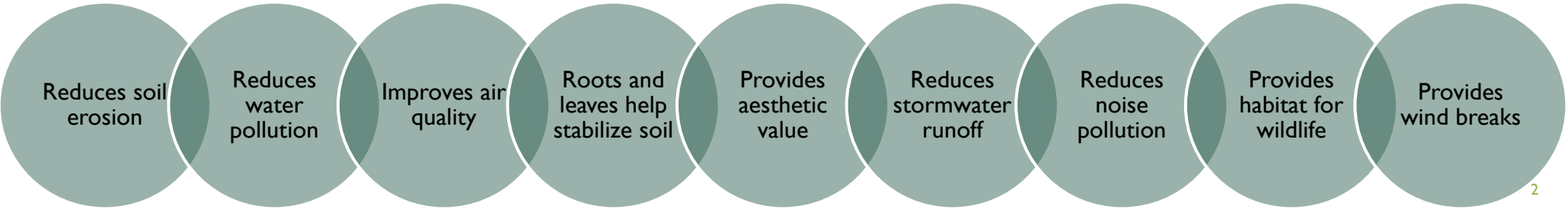
SAMANTHA LOYUK
SENIOR PLANNER & CERTIFIED ARBORIST



PURPOSE

- 1. Increase the livability of an area by helping to screen people and buildings from wind and inclement weather;
- 2. Create a special sense of identity, a sense of community and civic pride, and a memorable place to live and work;
- 3. Preserve and enhance the City’s physical and aesthetic character by preventing untimely and indiscriminate removal or destruction of trees;
- 4. Promote site planning, construction practices, and horticultural practices that are consistent with the reasonable use of property;
- 5. Implement the goals and objectives of the City’s comprehensive plan; and
- 6. Implement the goals and objectives of the City’s parks and recreation master plan

VALUE



TREE CODE DEVELOPMENT: 1998 – 2021

1998

- At incorporation, Ordinance 98-0026 adopted the King County Code.

2004

- Ordinance 04-0214 repealed the King County rules, required tree surveys and a tree protection plan and established a minimum tree density of 20 tree units per acre for new development.

2009

- Ordinance 09-0295 required more tree credits for new development (30 tree units per acre), penalties for non-compliance, monitoring, and focused on retaining perimeter trees.

2015

- Ordinance 15-0409 required a windthrow evaluation as part of the tree protection plan, for new development.

2019

- Ordinance 19-0488 required replacement trees at a 3:1 ratio when removed within a critical area or buffer.

3

WHAT IS A SIGNIFICANT TREE?

A “**SIGNIFICANT TREE**” MEANS AN EXISTING HEALTHY TREE THAT IS NOT A HAZARD TREE (I.E., A TREE THAT DOES NOT HAVE A HIGH PROBABILITY OF IMMINENTLY FALLING DUE TO A DEBILITATING DISEASE OR STRUCTURAL DEFECT) AND THAT, WHEN MEASURED FOUR AND ONE-HALF FEET ABOVE GRADE, HAS A MINIMUM DIAMETER OF:

- 8” FOR EVERGREEN TREES
- 12” FOR DECIDUOUS TREES

KMC 18.20.2730



DO I NEED A PERMIT?

REMOVAL OF A
SIGNIFICANT TREE
REQUIRES A PERMIT
APPLICATION.

THE MOST COMMON TYPES OF TREE
REMOVAL ARE:

1. INDIVIDUAL TREE REMOVAL
2. TREE REMOVAL FOR
DEVELOPMENT

I. INDIVIDUAL TREE REMOVAL

A typical single-family lot in Kenmore can remove two (2) trees, per year

Lot Size	Trees removed, per year
Up to 10,000 SF	2 trees
10,001 SF – 20,000 SF	4 trees
20,001 SF – 30,000 SF	6 trees
30,001 SF +	8 trees

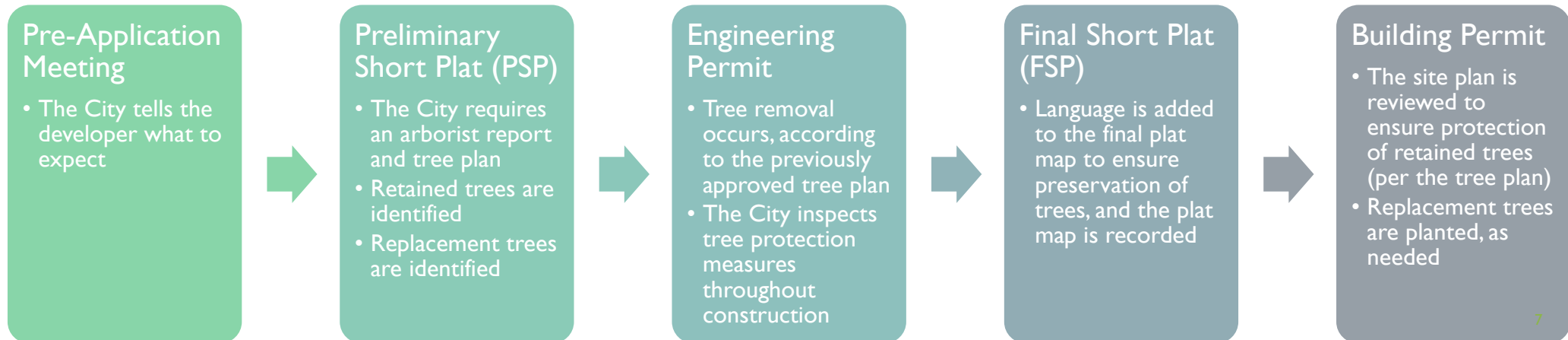
THE FINE PRINT

KMC 15.25.070

- Lot must contain an existing single-family residence
- Tree cannot be located in a critical area, shoreline, buffer, native growth protection area, or wildlife protection zone
- Tree cannot be previously designated for protection

2.TREE REMOVAL RELATED TO DEVELOPMENT

Development requires a Tree Management & Protection Plan (“Tree Plan”)



CASE STUDY: LANDRY 2-LOT SHORT PLAT

Pre-Application Meeting

- The City tells the developer what to expect



Preliminary Short Plat (PSP)

- The City requires an arborist report and tree management plan
- Retained tree are identified
- Replacement trees are identified



Engineering Permit

- Tree removal occurs, according to the plan approved with the PSP



Final Short Plat (FSP)

- Language is added to the final plat map regarding preservation of trees, and the plat map is recorded



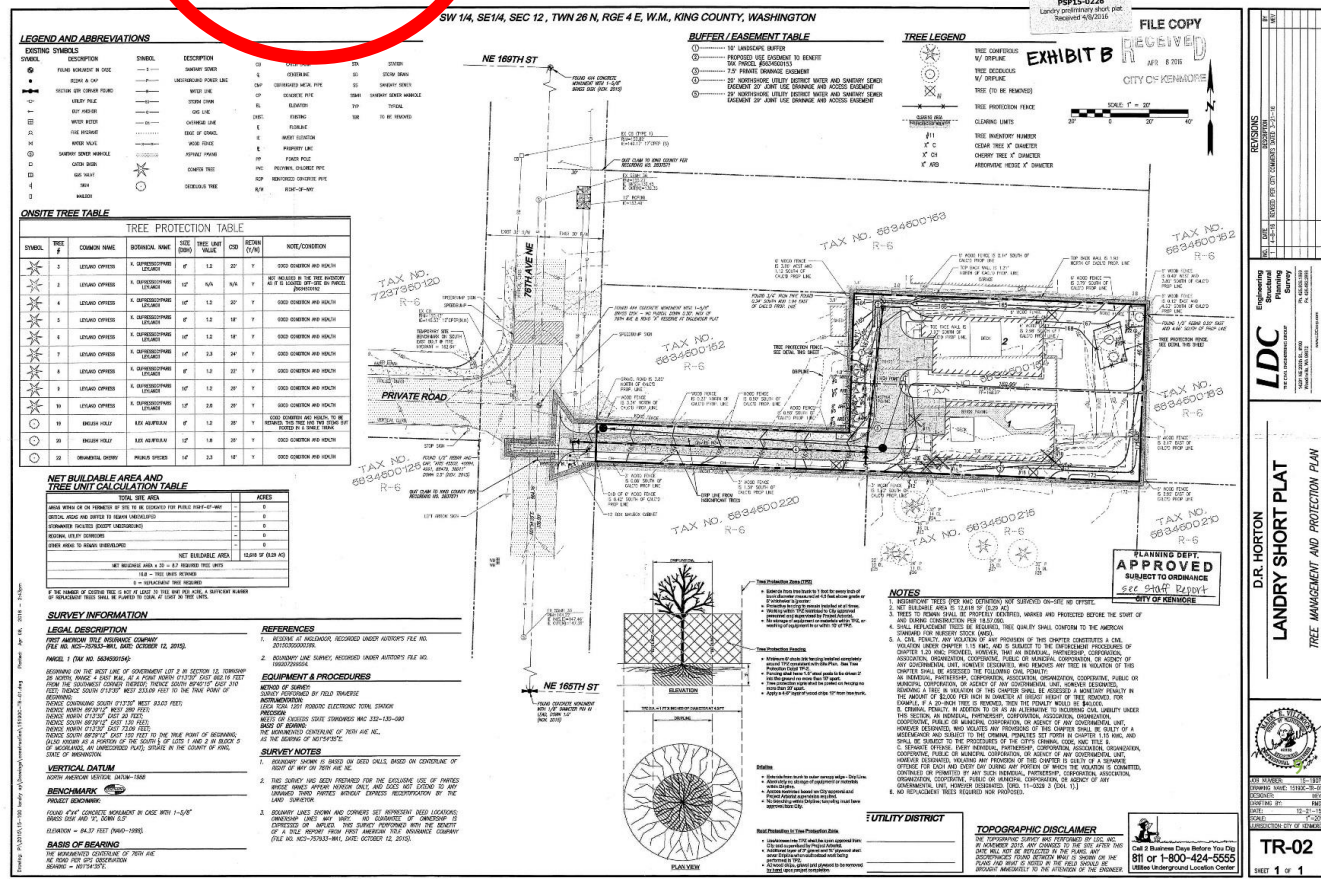
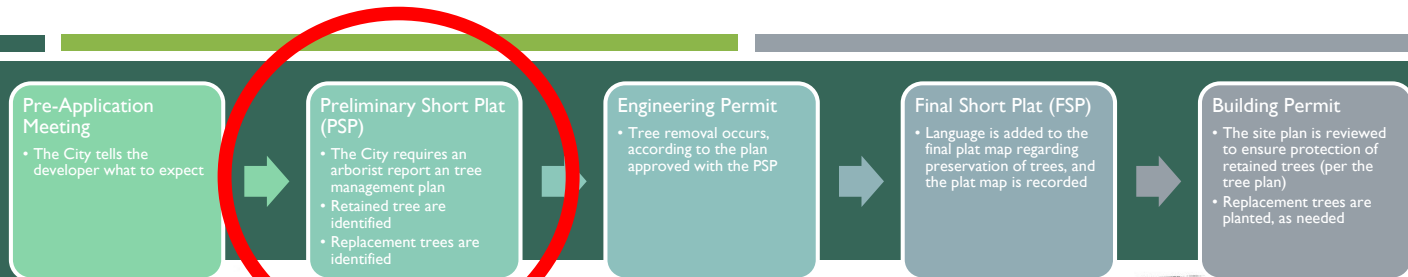
Building Permit

- The site plan is reviewed to ensure protection of retained trees (per the tree plan)
- Replacement trees are planted, as needed

At the Pre-Application Meeting, the City said:

A tree protection plan prepared in compliance with KMC 18.57 is required to be reviewed and approved concurrent with the preliminary short plat application. A minimum of 30 tree units per net buildable acre is required on site. The preliminary short plat map will need to provide the total net buildable area. Based on a rough calculation the net buildable area is approximately 12,715 square feet (0.29 acre). Based on this, a minimum of 8.7 tree units are required. It is essential to first assess the value of existing trees before considering replacement trees. **The City values preservation of existing healthy trees. Indiscriminate removal or destruction of trees conflicts with City values.**

At Preliminary
Short Plat (PSP)
application, the
applicant
provided a Tree
Plan & Arborist
Report



LANDRY 2-LOT SHORT PLAT

Pre-Application Meeting

- The City tells the developer what to expect



Preliminary Short Plat (PSP)

- The City requires an arborist report on tree management plan
- Retained trees are identified
- Replacement trees are identified



Engineering Permit

- Tree removal occurs, according to the plan approved with the PSP



Final Short Plat (FSP)

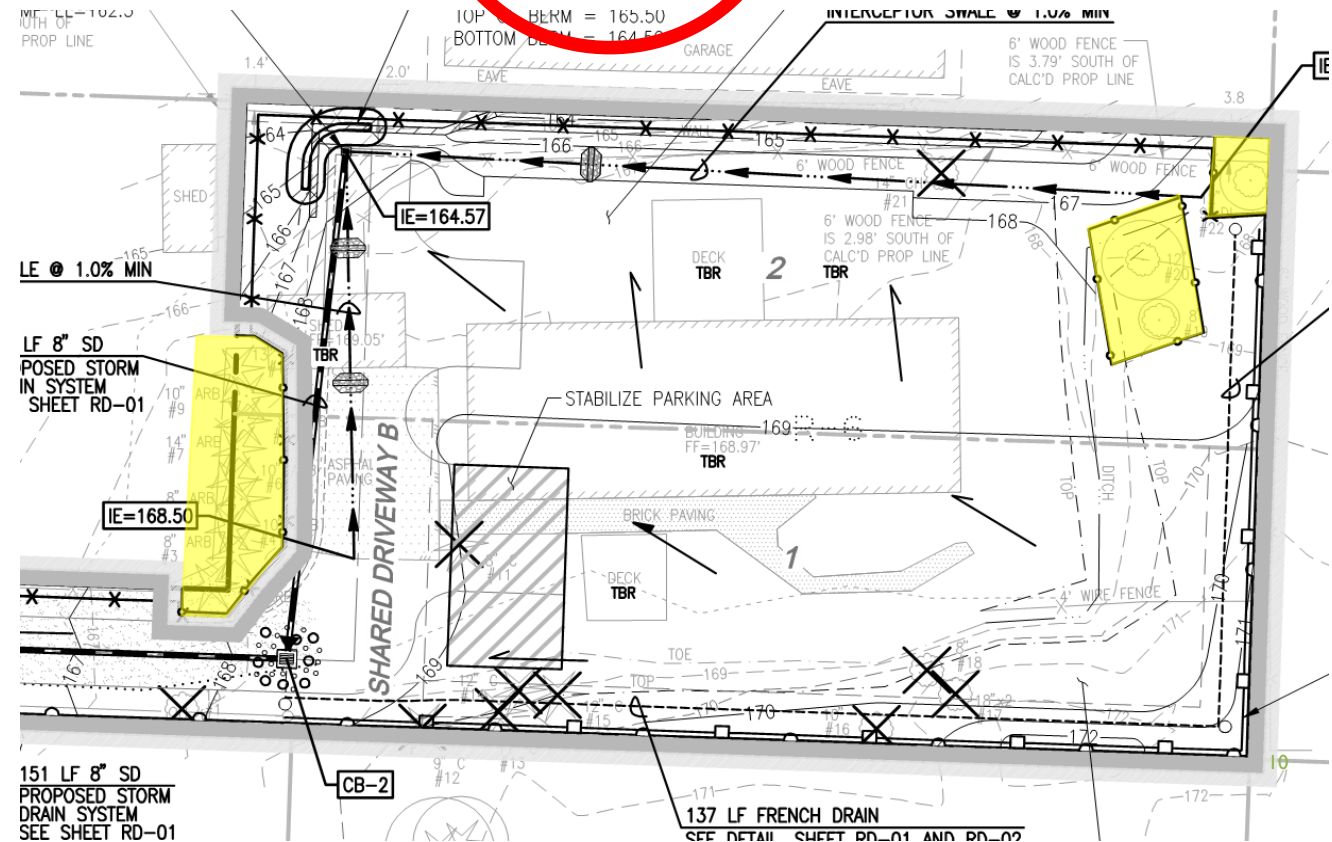
- Language is added to the final plat map regarding preservation of trees, and the plat map is recorded



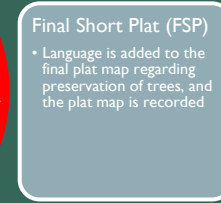
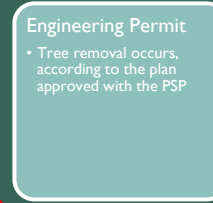
Building Permit

- The site plan is reviewed to ensure protection of retained trees (per the tree plan)
- Replacement trees are planted, as needed

At the time of Engineering permit, the City verified that the civil plans complied with the tree plan



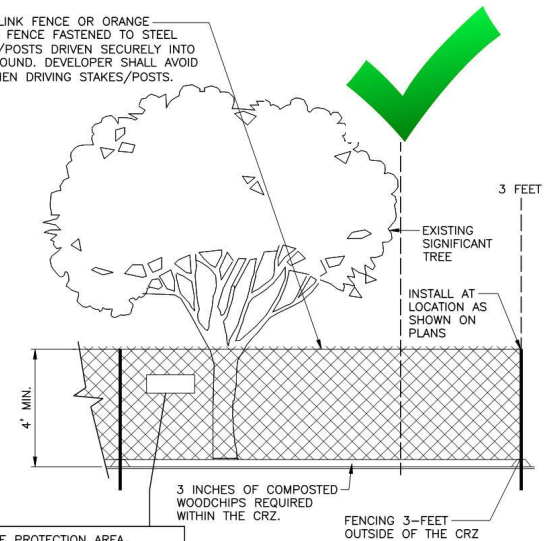
LANDRY 2-LOT SHORT PLAT



Prior to construction activity on site, the City inspected tree protection measures

TREE PROTECTION DURING CONSTRUCTION

CHAIN-LINK FENCE OR ORANGE PLASTIC FENCE FASTENED TO STEEL STAKES/POSTS DRIVEN SECURELY INTO THE GROUND. DEVELOPER SHALL AVOID CRZ WHEN DRIVING STAKES/POSTS.



TREE PROTECTION AREA, ENTRANCE PROHIBITED. REPORT VIOLATIONS TO CITY OF KENMORE AT 425-398-8900.

* THE CRITICAL ROOT ZONE (CRZ) IS THE AREA WHERE THE TREE'S ESSENTIAL MASS OF ROOTS IS LOCATED. THE AREA SURROUNDING THE TREE AT A DISTANCE WHICH IS EQUAL TO ONE FOOT FOR EVERY INCH OF TRUNK DIAMETER AT BREAST HEIGHT (DBH) OR THE AREA OF A CIRCLE WITH RADIUS EXTENDING FROM A TREE'S TRUNK TO A POINT NO LESS THAN THE END OF A TREE'S LONGEST BRANCH, WHICHEVER IS GREATER.



The recorded map conditions each lot to comply with the tree plan

“Tree removal conflicting with the tree management plan on file with the City (File No. ENG16-0183) is prohibited, unless otherwise approved by the City.”

[illegible]

LANDRY 2-LOT SHORT PLAT

Pre-Application Meeting

- The City tells the developer what to expect



Preliminary Short Plat (PSP)

- The City requires an arborist report and tree management plan
- Retained trees are identified
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Final Short Plat (FSP)

- Language is added to the final plat map regarding preservation of trees, and the plat map is recorded



Building Permit

- The site plan is reviewed to ensure protection of retained trees (per the tree plan)
- Replacement trees are planted, as needed

This project complied with tree code requirements and successfully retained trees during and after construction.



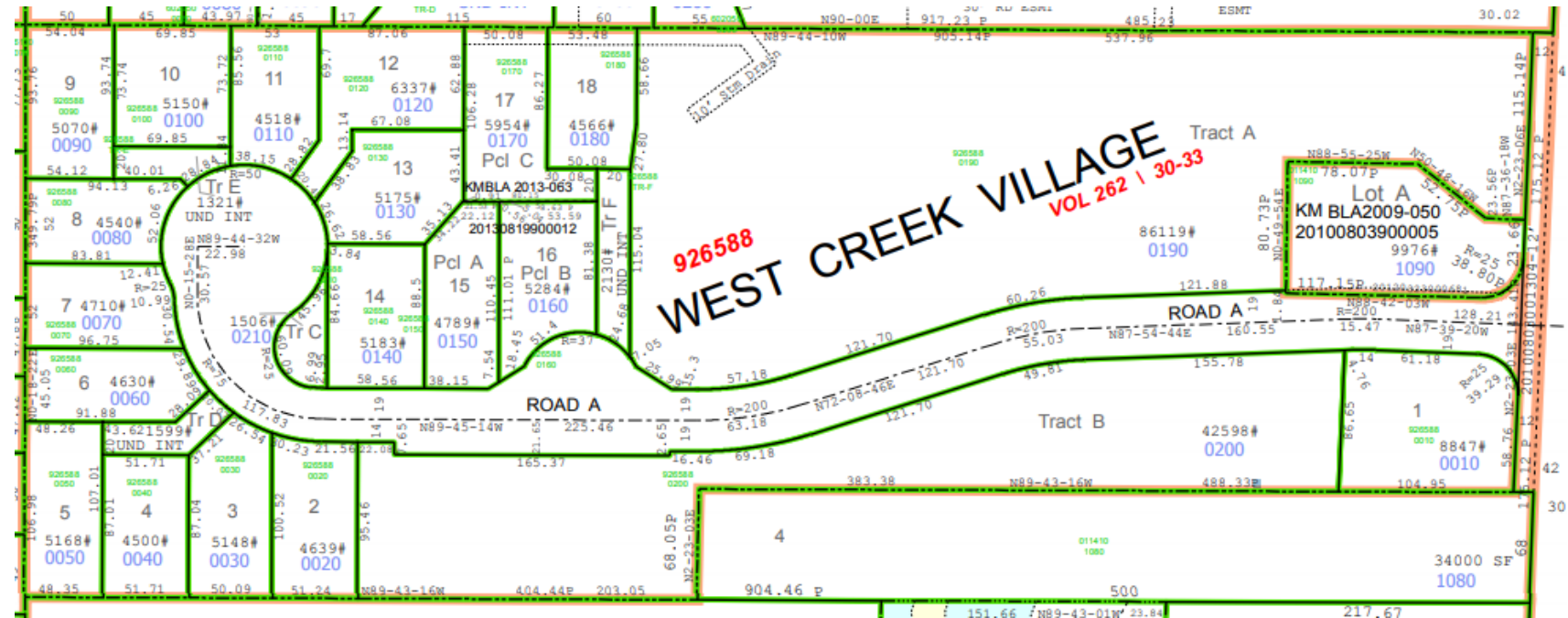
SO, THE QUESTION REMAINS...

IF THE CITY HAS AN EFFECTIVE
TREE CODE,
**WHY DO I SEE SO
MUCH TREE REMOVAL?**

-
- VESTING
 - YEARLY
ALLOWANCES FOR
SINGLE-FAMILY
 - NEW DEVELOPMENT

VESTING

- Case study:
West Creek
Village at
NE 193rd
Place & 80th
Avenue NE



WEST CREEK VILLAGE

- 9/12/2005: Application determined complete
- 3/8/2007: Hearing Examiner published decision

Shortly thereafter, the project was placed on hold due to the Great Recession. During this time the State of Washington granted time extensions to many subdivision approvals

- 9/19/2011: Engineering permit issued
- 2012-13: Building permits are issued (houses are constructed)



WHAT DOES IT MEAN?

- Perception vs. Reality
- West Creek Village was vested to the 2004 tree code

The site is subject to tree management and protection requirements found at KMC Chapter 18.42. Developers in Kenmore are prohibited from removing trees without obtaining approval of a tree protection plan from the Department of Community Development Director. The minimum tree density requirement for each site is 20 trees per net buildable acre.⁸ The minimum of 20 trees per net buildable acre can be achieved through retained trees, replacement trees, or a combination of the two. *KMC 18.42.050-.060*. The net buildable area of the subject property is 2.34 acres. The Applicant would submit a tree planting plan if there are not enough trees on site to meet the tree unit requirements. *Exhibit 1, page 14. KMC Chapter 18.42.*



~~New house = current code~~



THEY ALL CAN'T
BE VESTED...



WHY DO I SEE SO MUCH TREE REMOVAL?

- ~~VESTING~~
- YEARLY
ALLOWANCES FOR
SINGLE-FAMILY

RESIDENTIAL TREE REMOVAL IN 2020:

(NOT RELATED TO DEVELOPMENT)

182 TREES REMOVED



150 trees replaced

IMPORTANT NOTE: Because the permit is valid for 2 years, you may not see the replacement trees right away...

21

Lot Size

Trees removed, per year

Up to 10,000 SF

2 trees

10,001 SF – 20,000 SF

4 trees

20,001 SF – 30,000 SF

6 trees

30,001 SF +

8 trees

THE FINE PRINT

KMC 15.25.070

- Lot must contain an existing single-family residence
- Tree cannot be in a critical area, shoreline, buffer, native growth protection area, or wildlife protection zone
- Tree cannot be previously designated for protection



AND SO, THE QUESTION REMAINS...

WHY DO I SEE SO MUCH TREE REMOVAL?

-
- ~~VESTING~~
 - ~~YEARLY~~
~~ALLOWANCES FOR~~
~~SINGLE-FAMILY~~
 - NEW DEVELOPMENT



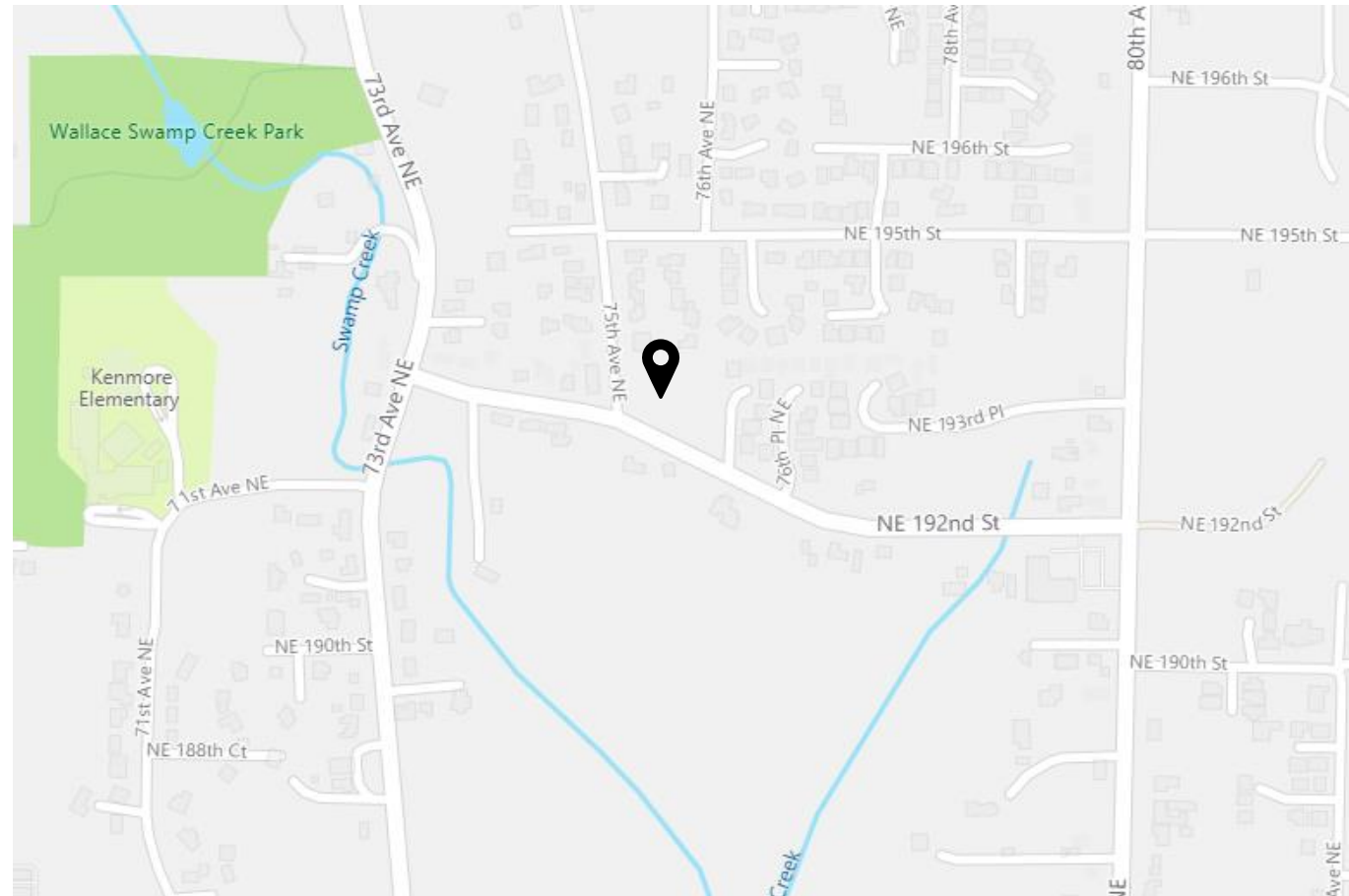
22

A photograph of three small, red, plastic toy houses arranged on a light-colored, textured surface. The houses are simple in design with gabled roofs and small windows. A horizontal line is visible at the top of the image.

NEW DEVELOPMENT:
“I DROVE BY AND ALL THE TREES WERE GONE!”

- Located at 73rd Avenue NE & NE 192nd Street
- Vacant for many years (abandoned building in the middle of the site – not visible from the street)
- 50 existing trees on site, eight (8) were healthy enough to be considered viable for retention.
- Zero (0) were retained.
- 9-lot short plat

CASE STUDY: GLASSHOUSE SHORT PLAT







LET'S TAKE A LOOK:



**But what
about those
8 trees?**

- A tree management plan was prepared as part of the short plat application
- A minimum of 30 tree units per net buildable acre was required by code
- Based on the net buildable area (0.82-acre), the project was required to provide a minimum of 24.6 tree units
0.82 buildable acres x 30 tree units = 24.6 tree units
- There were 50 existing trees on site
 - Eight (8) were viable for retention
 - Zero (0) were retained
- To achieve the minimum tree density, the applicant provided 30 replacement trees (totaling 25 tree units)

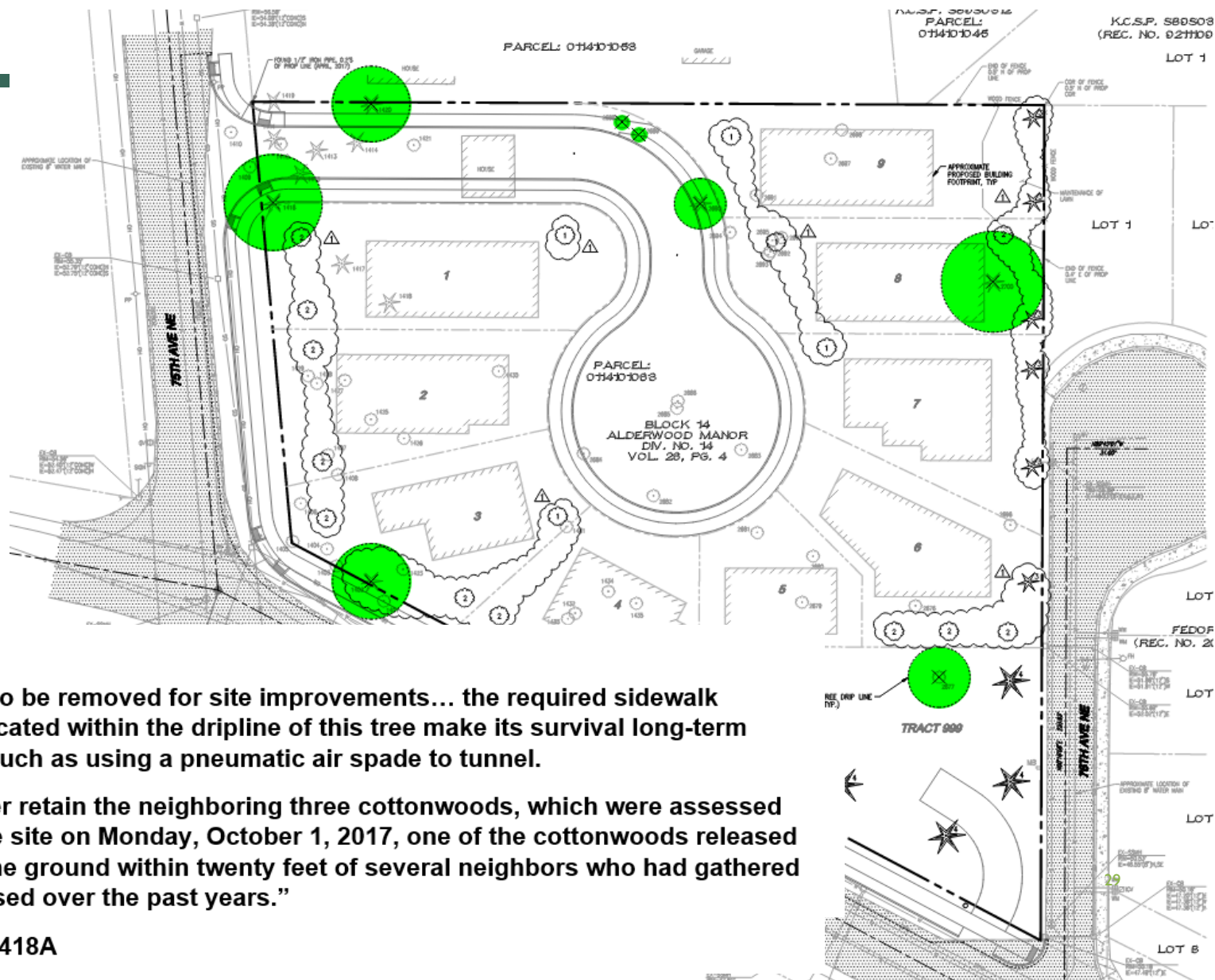
1. Review property features and characteristics
2. Review the arborist report and plans
3. Visit the site
4. Consider viable trees
5. Ask: Why viable trees are not retained?
6. ASK AGAIN and consider alternative designs and approaches

FROM THE PROJECT ARBORIST:

“Eight (8) of the viable trees are proposed to be removed for site improvements... the required sidewalk improvements and underground utilities located within the dripline of this tree make its survival long-term unlikely, even taking special precautions, such as using a pneumatic air spade to tunnel.

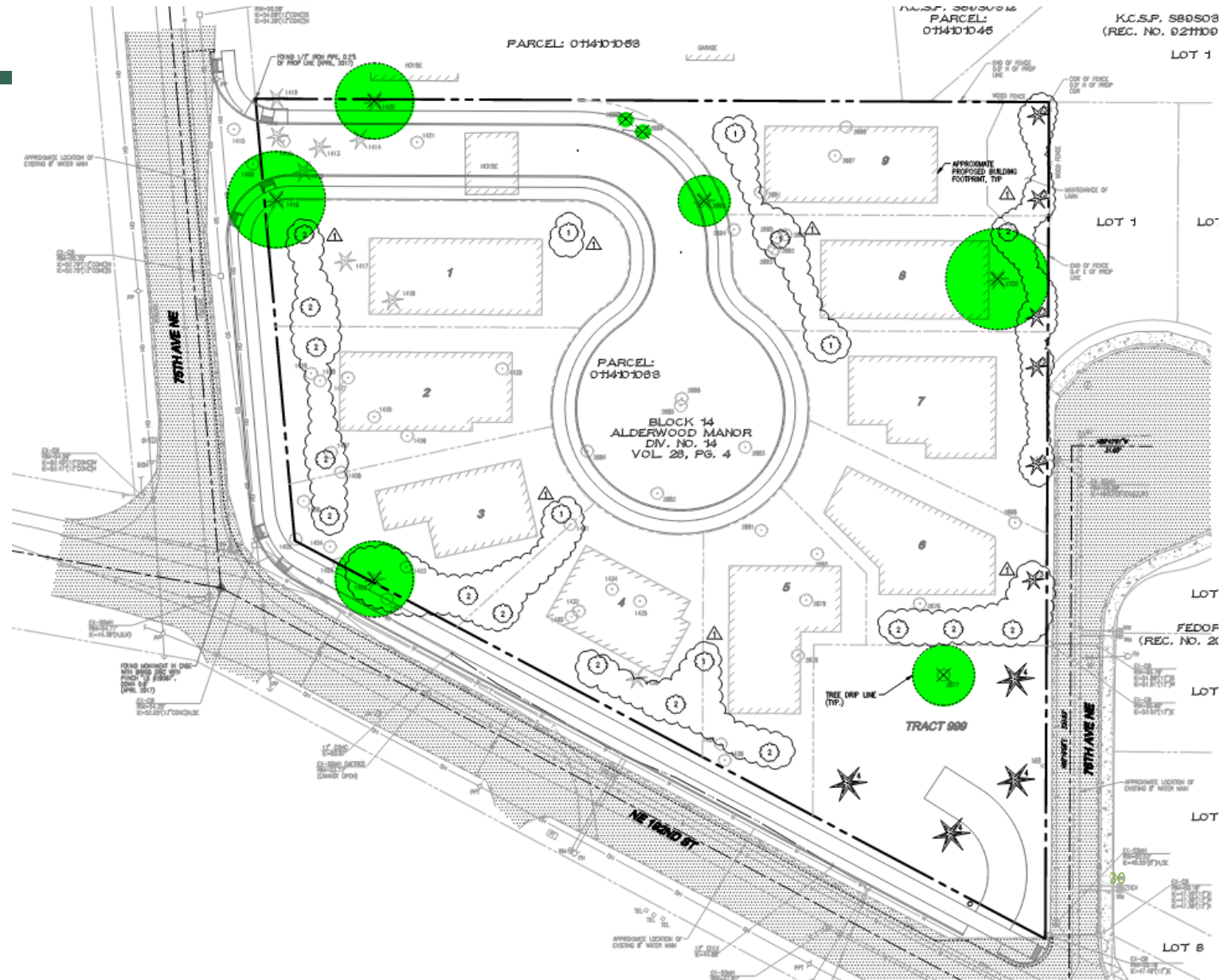
I had originally requested that the developer retain the neighboring three cottonwoods, which were assessed as being viable, however, when I visited the site on Monday, October 1, 2017, one of the cottonwoods released a large (4" diameter) limb that crashed to the ground within twenty feet of several neighbors who had gathered to discuss the problems the limbs had caused over the past years."

-Susan Prince, ISA Certified Arborist # PN1418A



COMPETING NEEDS AND OTHER CONSIDERATIONS:

- ROAD STANDARDS AND FIRE ACCESS
- SIDEWALKS AND SAFE WALKWAYS TO SCHOOL
- DRAINAGE / SURFACE WATER
- UTILITIES
- ZONING STANDARDS (LOT SIZE AND SHAPE, DENSITY, BUILDING SETBACKS, ETC.)



1. Review the arborist report and plans
2. Visit the site
3. Consider viable trees
4. Ask: Why aren't viable trees retained?
5. ASK AGAIN
6. **Make a decision**



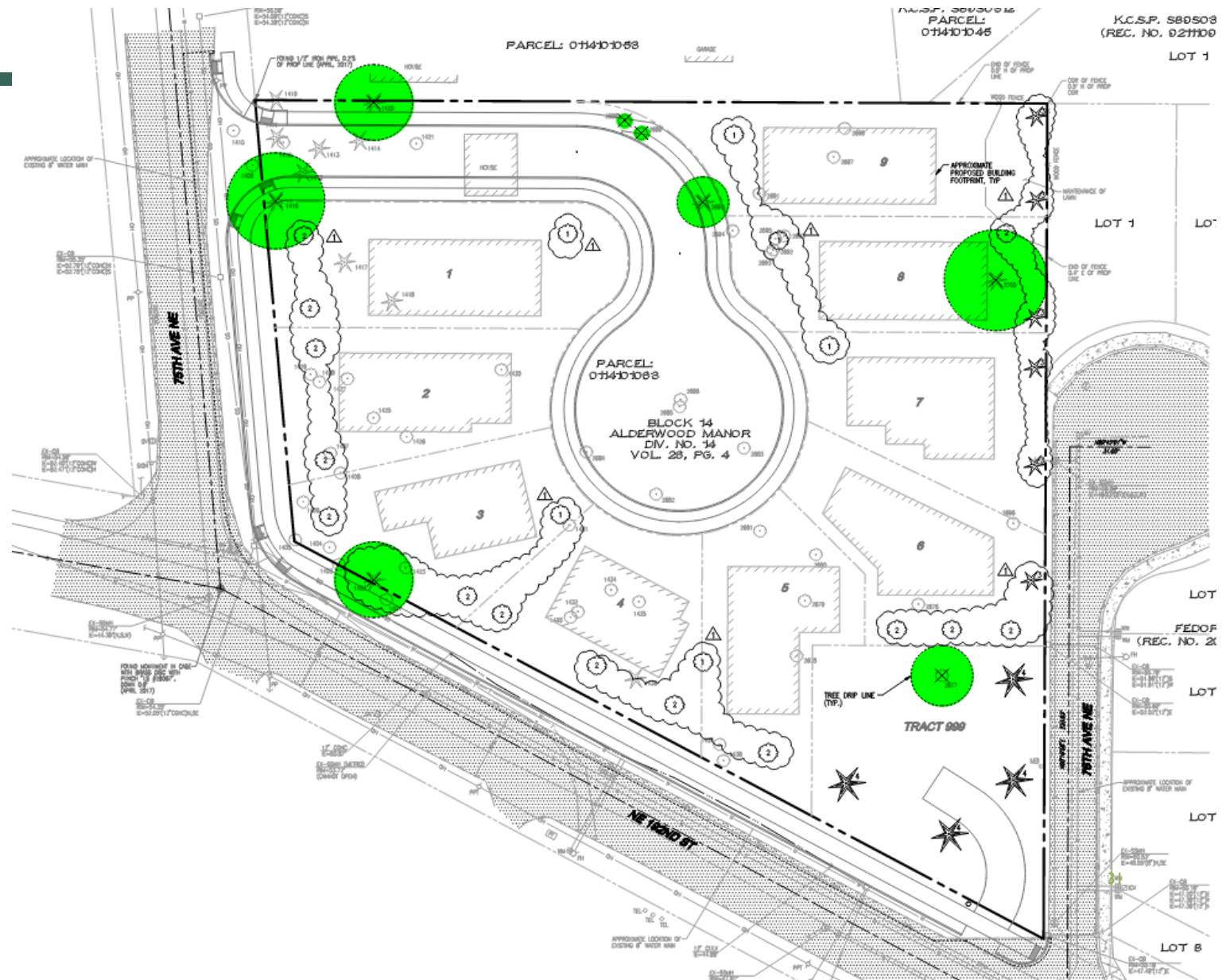


City of Kenmore Development Services
Findings, Conclusions, and Conditions of Approval
May 14, 2018
Glasshouse Preliminary Short Plat
File # PSP17-0151 (PRJ16-0049)

I. SUMMARY OF PROPOSAL:
Proposed 9-lot short subdivision of an existing 74,870 square foot (1.72 acre) property zoned R-6. The property contains an abandoned single-family residence and associated out-buildings, all to be removed. An artificially created stormwater ditch, actively maintained by the City of Kenmore, parallels NE 192nd Street. No critical areas or buffers exist on site.

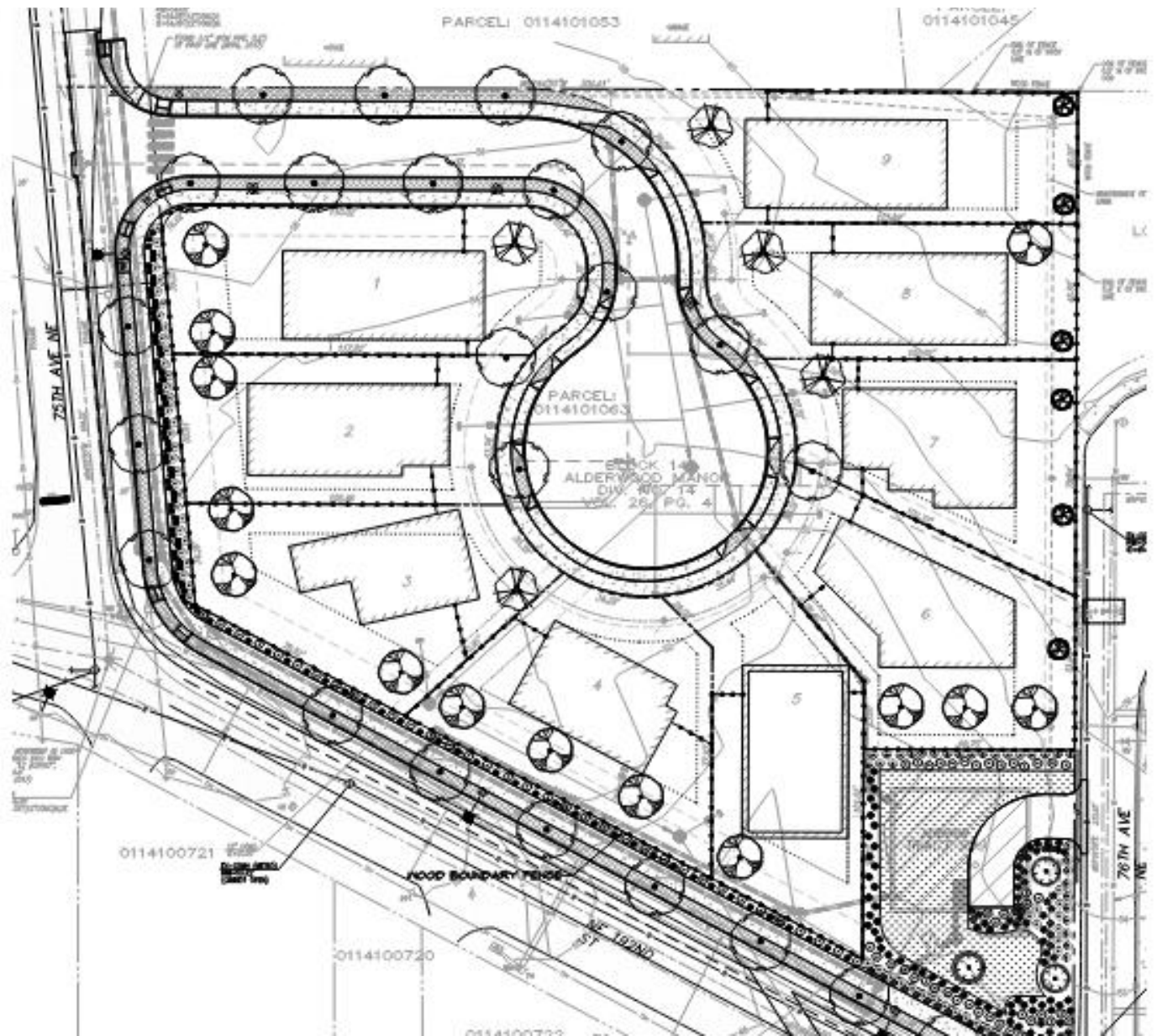
II. PROJECT INFORMATION:

Property Owner(s)	Seattle Skyrocket, LLC 402 32 nd Ave S Seattle, WA 98144		
Applicant	Shelter Homes, Inc., Attn: Ron Proton 125 15 th Ave E Seattle, WA 98112		
Project Contact	LDC, Inc., Attn: John Seelbach 20210 142 nd Ave NE Woodinville, WA 98072		
Site Address:	19212 75 th Ave NE Kenmore, WA 98028		
Parcel Number:	011410-1063		
Zoning:	R-6 (Residential 6 Dwellings Per Acre)		
Critical Areas:	None		
Proposed Number of Lots:	Nine (9)		
Proposed Lot Sizes:	Lot Number	Size (square feet)	Use
	1	6,651 SF	Single-Family Residential
	2	5,408 SF	Single-Family Residential
	3	5,403 SF	Single-Family Residential
	4	5,401 SF	Single-Family Residential
	5	5,400 SF	Single-Family Residential
	6	5,404 SF	Single-Family Residential
	7	5,405 SF	Single-Family Residential
	8	5,415 SF	Single-Family Residential
Dedicated Areas:	Tract 999	8,258 SF	Stormwater management
	Road A	15,872	Public right-of-way
Surrounding Uses:	Single-Family Residential		



POST-DEVELOPMENT CONDITIONS

- 30 NEW TREES
- 23 NEW STREET TREES
- LANDSCAPING AT STORMWATER FACILITY





Kenmore Tree Regulations



KMC 18.57
Tree Management
and Protection



KMC 15.25
Yearly Limits



KMC 18.55
Critical Areas



KMC Title 16
Shorelines



KMC 18.35
Landscaping



Road Standards
Trees in the ROW

THAT WAS A LOT
OF INFORMATION...

- Code changes from incorporation until now
- Individual tree removal and yearly allowances for properties containing single-family residences
- Tree removal for development
- Vesting
- Plan review process

Chapter 18.57

TREE MANAGEMENT AND PROTECTION

- Title.
- Findings and purpose.
- Applicability.
- Exemptions.
- Tree protection plan required.
- Tree density requirement.
- Tree protection plan review procedure.
- Tree protection plan review standards.
- Tree windthrow evaluation and prevention.
- Tree protection during construction.
- Post-construction replacement, financial guarantee and maintenance requirements.
- Penalties, enforcement.

18.57.010 Title.

HOW DO WE COMPARE?



KENMORE

- Significant trees are trees with trunks over 8" DBH, for evergreen trees and over 12" for deciduous trees
- Yearly tree removal is permitted for single-family properties based on the property size (typical allowance is 2 trees per year)
- 30 tree units per net buildable acre are required for residential development.
- Source: KMC Title 18



BOTHELL

- Significant trees are trees with trunks over 8" DBH, excluding alders and cottonwoods
- Tree retention requirements do not apply to existing individual single-family dwellings on lots that are less than 20,000 SF
- At least 20% of the total DBHs of significant trees within the net buildable area shall be retained.
- Source: BMC 12.18



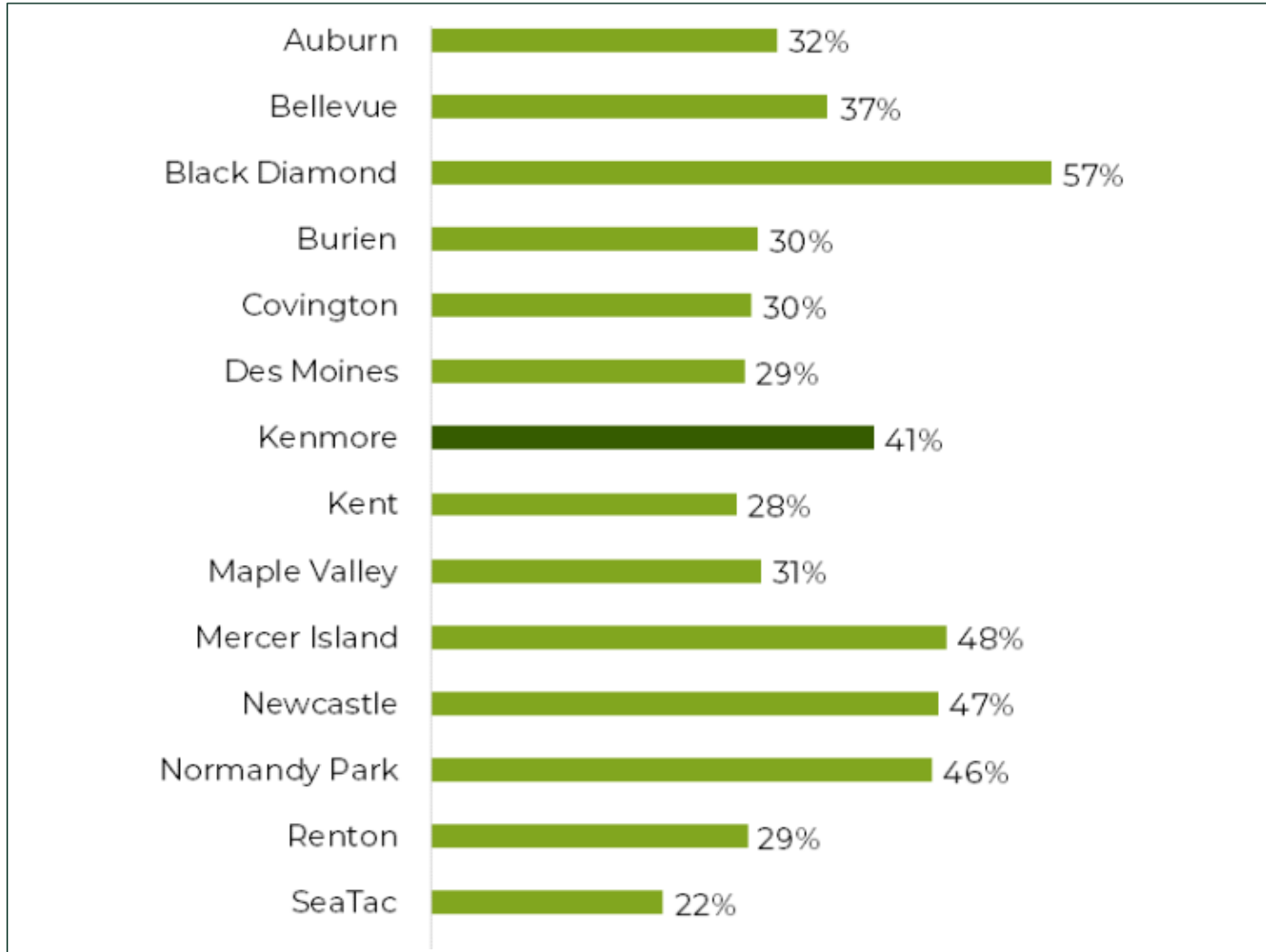
KIRKLAND

- Significant trees are trees with trunks ≥ 6 " DBH
- 30 tree units per net buildable acre are required for residential development.
- Holmes Point Overlay has unique development-related tree protection codes
- Tree rebate program provide rebates up to \$150 per tree, with a maximum total rebate of \$500 per property in 2021. Rebates cover the cost of trees, compost soil amendments, and mulch.
- Source: kirklandwa.gov

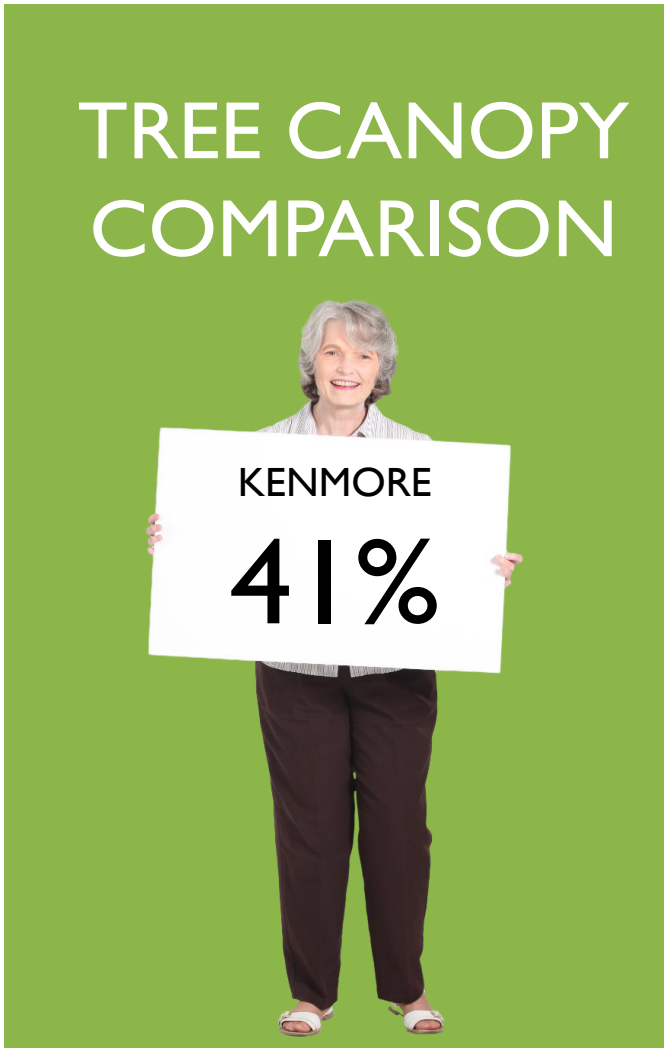


LAKE FOREST PARK

- Significant trees are trees with trunks ≥ 6 " DBH
- Public notice required (8.5"x11" yellow laminated card)
- "Exceptional" tree removal is not allowed. See list of types, sizes, and characteristics for exceptional trees.
- "Landmark" trees require a "major permit" (longer noticing period, different replacement requirements, arborist review, etc.)
- "Heritage" tree program is no longer in effect
- Retention and replacement is based on a canopy coverage percentage.
- Source: LFPMC 16.14 and City Arborist (Ashley Adams)



Source: 2019 City of Kenmore Tree Canopy Assessment





STAFF RECOMMENDATIONS TO INCREASE TREE DENSITY DURING THIS DOCKET YEAR

- CHANGE THE DEFINITION OF “SIGNIFICANT TREE” SO IT INCLUDES SMALLER DBH TREES
- REVISE TREE RETENTION REQUIREMENTS SO CERTAIN “NUISANCE SPECIES” (I.E. COTTONWOOD AND ALDER) DON’T RECEIVE CREDIT FOR RETENTION. THIS WILL ENCOURAGE RETENTION OF PREFERRED SPECIES THAT ARE EXPECTED TO THRIVE LONG-TERM
- CODIFY THE TREE REMOVAL APPLICATION PROCESS FOR EXISTING SINGLE-FAMILY RESIDENCES (CODE CLEAN UP ITEM)
- UPDATE THE REMOVAL PENALTY LANGUAGE FOR CONSISTENCY (CODE CLEAN UP ITEM)
- HAVE TREE REMOVAL PERMITS VALID FOR A SHORTER PERIOD OF TIME SO REPLACEMENT TREES GET INTO THE GROUND FASTER

38



ADDITIONAL WAYS TO INCREASE TREE DENSITY (DURING FUTURE DOCKETS)

39

- INCREASE THE TREE DENSITY REQUIREMENT FOR NEW DEVELOPMENT
- DECREASE YEARLY ALLOWANCES FOR SINGLE-FAMILY TREE REMOVAL
- ALWAYS REQUIRE REPLACEMENT
- ESTABLISH MAXIMUM FLOOR AREA RATIOS (F.A.R.) TO LIMIT THE SIZE OF SINGLE-FAMILY RESIDENCES
- CREATE A TREE FUND FOR INSTANCES WHERE REPLACEMENT IS INFEASIBLE (“FEE IN LIEU”); COULD INCLUDE TREE REBATE PROGRAM FOR PLANTING TREES ON SINGLE-FAMILY LOTS
- ESTABLISH AN EXCEPTIONAL TREE PROGRAM



FINAL THOUGHTS

“The tree I had in the garden as a child, my beech tree, I used to climb up there and spend hours. I took my homework up there, my books, I went up there if I was sad, and it just felt very good to be up there among the green leaves and the birds and the sky.”
-Jane Goodall

Subject/Topic: Park Naming Policy – Discussion and Direction Proposed Council Action/Motion: Motion providing direction to staff on a park naming process and park naming criteria. Motion providing direction on the timing and process for Squires Landing Park renaming	For Council Meeting Agenda of: April 19, 2021 Department: Community Development Prepared by: Debbie Bent, Community Development Director <u>Initial & Date</u> Approved by Department Head: DB 3/31/21 Approved by City Attorney: N/A Approved by Finance Director: N/A Approved by City Manager: RGK 3/31/21 Exhibits/Attachments: 1. Park Naming Memo dated 3/30/21 including 8 attachments. 1. Bainbridge Island park naming policy 2. Bothell park naming policy 3. Edmonds park naming policy 4. Gig Harbor park naming policy 5. Kirkland park naming policy 6. Shoreline park naming policy 7. Woodinville park naming policy 8. Aerial showing coast salish place names including the recommended Lushootseed name for Squires Landing park
<u>INFORMATION/BACKGROUND:</u> At the 4/19/21 Council meeting, staff will be seeking Council direction on the criteria and process for park naming. Based on Council direction staff will then bring back an ordinance and/or resolution at a future meeting for council action. Staff is also seeking direction on the timing and process for Squires Landing Park renaming. Options for the renaming process include: 1. selecting the recommended Lushootseed name; 2. following the park naming process once adopted; 3. another process to be determined. Attachment #1 is a staff memo that reviews and summarizes park naming policies and park naming criteria in seven other jurisdictions. The memo also provides a staff recommendation for park naming process and park naming criteria.	
<u>FISCAL CONSIDERATION:</u> Staff time.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> January 2020 Council retreat Agreement #11: Staff will approach the Historical Society to lead a re-naming process for Squires Landing Park that would include Tribal input and participation.	



City of Kenmore, Washington

Memorandum

Date: 3/30/21

To: Rob Karlinsey, City Manager

From: Debbie Bent, Community Development Director

Regarding: Park Naming Policy

Staff Recommendation: The City does not have an official park naming policy. A policy provides consistent standard park naming procedures and guidelines, including a process for public input. Staff recommends that Council either adopt an ordinance adding a new park naming section to the Kenmore Municipal Code KMC 9.40 Parks – Rules for Use of Facilities and/or Council adopt a resolution outlining park naming policies.

At the 4/19/21 Council meeting, staff will be seeking Council direction on the criteria and process for park naming. Based on Council direction staff will then bring back an ordinance and/or resolution at a future meeting for council action. Staff is also seeking direction on the timing and process for Squires Landing Park renaming.

Staff reviewed park naming policies from seven local jurisdictions, Bainbridge Island, Bothell, Edmonds, Gig Harbor, Kirkland, Shoreline and Woodinville (See attachments #1 through 7). A summary of the process and park naming criteria for the jurisdictions is provided below.

Staff recommends that for the park naming and re-naming process, the City Council has naming authority and public input is included as part of the process. Given how infrequent and rare park naming comes up, staff recommends that the City Council considers park naming options directly, accompanied with robust public process. Staff does not recommend establishing a park board. Council may also want to consider a Public Hearing as part of the public input process.

For the park naming criteria staff recommends including several criteria such as geography, history, and culture that reflect the significance and uniqueness of park sites in Kenmore. In addition, staff recommends that a main criterion of a parks naming policy include an emphasis on diversity, equity and inclusion with extra attention given to First Peoples and their historical place names. Staff further recommends that park renaming criteria be included in the policy. Staff has provided a summary table of criteria used in other jurisdictions and examples of the criteria description used in other jurisdictions.

Background on City of Kenmore Park Names:

- Named by King County: Moorlands Park, Log Boom Park, Rhododendron Park, Wallace Swamp Creek Park and Linwood Park were all named by King County prior to Kenmore incorporation. The City retained the park names when the park property was transferred from County to City ownership.

- Named by Kenmore Council: The Jack V Crawford Skate Park name was chosen to honor the City's first Mayor and his support for youth recreation. Twin Springs Park name was chosen in recognition of two on-site streams. Squires Landing Park (formerly named Swamp Creek Park by King County) name was chosen following a community naming contest.
- Squires Landing Park Naming/Renaming: At the 4/19/21 Council meeting staff will be seeking Council direction on options for the renaming process for Squires Landing Park whether Council selects the recommended Lushootseed name, or follows the park naming process after ordinance and/or resolution adoption or follows another process.

Agreement #11 from the January 2020 Council Retreat, "Staff will approach the Historical Society to lead a re-naming process that would include Tribal input and participation." Supporting comments mentioned that the current name is of an individual associated with discriminatory opinions and speech that does not represent current Kenmore values. On 11/9/20 city staff, representatives of the Kenmore Historical Society and local tribal leadership met to discuss park renaming.

The opinion of the Kenmore Historical society (KHS) is that Agreement #11 mandates that the name be chosen by Native Americans. Ray Fryberg (Tulalip Tribes) and lissaaksiichaa Ross Braine (Kenmore Resident /Apsaalooke Nation) who attended the 11/9/20 meeting, agreed that the name of the Lushootseed village previously located on/near Kenmore City Hall is the appropriate name for the park (see attachment #8). The English translation of the name means "a place where something is grown or sprouts". Regarding alternative park names or keeping the Squires Landing name, KHS believes that to offer a list of names for citizen voting that includes the recommended Lushootseed name along with other names selected by non-Natives seems disingenuous. KHS defers to the City Council regarding initiating additional citizen involvement for park renaming.

In 2009 the park property was transferred to the City from King County and was known as Swamp Creek Park. At the 4/20/09 Council meeting it was Council consensus to discuss options for a process for renaming Swamp Creek Park at a future meeting. At the 6/15/09 Council meeting, in addition to criteria for selecting park names, staff presented three process options: 1) Recommendations to Council by a standing or ad hoc Parks Naming Committee 2) Community parks naming contest 3) Solicit nominations for park names from local schools. It was Council consensus to hold a community wide contest, as part of the Swamp Creek Master Plan process, for citizens to submit name suggestions for renaming the park. Staff would compile a list of all suggested names for Council review.

Between 11/18/09 and 1/31/10 requests for park name entries were solicited through the city website, newsletter, e-news, Kenmore Reporter and at Park Master Plan Meetings 11/18/09 and 1/21/10. At the 3/25/10 Council meeting, Council reviewed the thirty-one name entries and chose four park names for further consideration: Meanderer Park, Nature Trails Park, Trail Walk Park, and Squires Landing Park. At the 9/13/10 Council meeting the Mayor announced the new park name as Squires Landing Park. An article published in the 9/16/10 Kenmore Reporter announcing the new park name mentions the City had received 55 votes from residents with Squires Landing receiving more than 30 mentions.

- **New Park Property:** A 4-acre piece of property 7637 NE 192nd Street was acquired in 2020 as replacement open space /passive park property to meet the State Recreation and Conservation Office (RCO) land conversion requirements for Squires Landing Park. RCO requires the property be accessible to the public. Naming this property is also a question for Council consideration. Staff recommends that a naming this property follows the park naming policy after Council adoption.

Review of Park Naming Process in Other Jurisdictions

Apart from Bainbridge Island which has a Park District, and the Park Board makes the final decision, the Council makes the decision on park naming following a recommendation by a Park Board/Park Commission. The Park Board/Commission solicits public input and participation. Edmonds encourages participation through a variety of means (citizen contests, recommendations from prior owners, historical review of the site) and the Park Board establishes the guidelines for a contest/competition in Woodinville. Staff role in the naming process in Edmonds and Bainbridge Island is notifying the Parks Board of naming opportunities and in Shoreline staff may review suggestions and make recommendations to the Board. Staff role in Bothell, Kirkland, Shoreline and Woodinville is also installation of signs following park naming. In Bainbridge Island the Park Board makes the decision on park naming following recommendation by a Committee. The Park Board selects a committee (staff and community representatives) responsible for soliciting public input and holding a public hearing. A public hearing is also held by the Park Board in the City of Edmonds. The following table summarizes the different components of the park naming process in other jurisdictions.

	Council	Staff	Committee	Board	Hearing	Public
Bainbridge Island		x	x	x	x	x
Bothell	x	x		x		x
Edmonds	x	x		x	x	x
Gig Harbor	x			x		x
Kirkland	x	x		x		x
Shoreline	x	x		x		x
Woodinville	x	x		x		x

Park Naming Criteria in Other Jurisdictions

The park naming criteria summary table below shows similarities in the criteria categories used by jurisdictions. The geography and natural categories define the physical location and characteristics of a park. The history and culture categories help define places, names, events, or cultural groups that have local significance. The community category indicates the importance of the park to the neighborhood and community at large. The individual/group category defines criteria for selecting or excluding an individual or group. The deed category clarifies criteria related to donation or deed restriction. The renaming category defines criteria and exclusions for park renaming.

	Geography	Natural	History	Culture	Community	Individual /Group	Deed	Rename	Other
Bainbridge Island	x		x	x	x	x	x		
Bothell	x	x	x	x		x	x	x	
Edmonds	x	x	x			x		x	x
Gig Harbor	x	x	x	x		x		x	
Kirkland	x	x	x	x	x	x		x	
Shoreline	x	x	x	x	x	x		x	x
Woodinville	x	x	x	x		x	x		

Geography:

- Special place or name of geographic significance (Bainbridge Island)
- Neighborhood or geographical identification (Bothell, Edmonds, Gig Harbor, Kirkland, Shoreline, Woodinville)
- An adjoining subdivision, street, school, or natural feature (Edmonds)
- Name not in conflict with other parks, schools or public facilities in the jurisdiction or surrounding community (Bainbridge Island, Edmonds, Shoreline)

Natural:

- A natural or geological feature (Bothell, Gig Harbor, Kirkland, Shoreline, Woodinville)
- An outstanding feature of the facility or adjoining natural feature (Edmonds)

History/Culture

- Special place or name of historical or cultural significance (Bainbridge Island, Bothell, Gig Harbor, Kirkland, Shoreline, Woodinville)
- A commonly recognized historical event, group, organization or individual living or deceased (Edmonds)

Community:

- Name chosen will be known and significant to the community. Name may be of community, regional, state, or national significance (Bainbridge Island)
- Wishes or preference of residents of the neighborhood surrounding the park should in all cases be considered (Gig Harbor, Kirkland)
- Community name or widely accepted name (Shoreline)

Individual/Organization:

- An individual (living or deceased) or organization that has made a significant land or monetary contribution to the park system (Bothell, Woodinville, Edmonds, Gig Harbor, Kirkland). Edmonds notes this is typically not less than 50% of the value of the property or improvements. Kirkland and Woodinville also note a civic group or corporation whose mission statement is compatible with city goals and objectives
- An individual (living or deceased) who has made a significant or exceptional civic/public service contribution to the park system (Bothell, Edmonds, Gig Harbor, Kirkland, Woodinville). Edmonds

notes, outstanding accomplishments by an individual for the good of the community and quality of the contribution should be considered along with the length of service by the individual. Shoreline notes qualifying achievement should be the result of extraordinary dedication, significant donation or contribution to the city parks and recreation system over and above the satisfactory performance of normal duties

- Elected or appointed city officials and currently employed city staff shall not be eligible for consideration until they are no longer in office or have retired from city service. Length of service in and of itself does not meet the criteria (Edmonds, Shoreline).
- Individual who gave their life serving in the United States military service (Bothell)
- Commonly recognized group, organization or individual (Edmonds)
- Historical individual or individuals with a special relationship to the local community (Bainbridge Island). A commonly recognized historical event, group, organization or individual living or deceased (Edmonds)
- Names of living persons not preferred (Bainbridge Island, Kirkland). Kirkland notes parks are not ordinarily named for a living person unless that person has made a significant and outstanding contribution of land money or civic service. Shoreline notes in cases where the person is deceased, the person shall have been deceased for a minimum of two years

Deed/Donation

- Parks and park facilities that are donated or designated in a purchase agreement can be named by deed restriction by the donor (Bothell, Edmonds)
- Naming rights are not guaranteed if the donation of parkland is a parkland dedication required by the subdivision ordinance (Edmonds)
- Facilities may be named for living persons provided they have made a significant contribution of land or money and the donor stipulates naming of the facility as a condition of the donation (Gig Harbor, Kirkland)
- If a preliminary plat includes dedication of a park with an area less than two acres and the donor has designated that the park be named in honor of a deceased individual of good character, the city must adopt the designated name (Gig Harbor)
- A contribution made in memoriam for an individual when the name has been stipulated as a condition of the donation (Woodinville)

Rename:

- The name shall remain for a minimum of 25 years (Bothell)
- The renaming of parks is strongly discouraged (Edmonds)
- A name once adopted should be permanent and changes should be strongly resisted (Shoreline)
- Critical examination will be conducted to ensure that renaming the park will not diminish the original justification for the name or the prior contributors. Renaming will follow the same procedures as naming the park (Edmonds)
- Only parks and facilities named for geographic location, outstanding feature or subdivision should be considered for renaming (Edmonds)
- Parks and facilities named after individuals shall not be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community (Edmonds)
- Parks that have been named by deed restriction shall not be considered for renaming (Edmonds)
- Once adopted, name changes should occur on an exceptional basis only (Gig Harbor)

- Under ordinary circumstances the naming of a park should be considered permanent. Any proposal to change the name is subject to the naming policy (Kirkland)

Other:

- Diversity, balance, and creativity will be sought during adoption of names (Edmonds)
- The naming of parks, park areas, and park facilities should be approached with caution, patience, and deliberation (Edmonds, Shoreline)
- A prospective park name should be one likely to be widely accepted and used by the public (Shoreline)
- A parks interior features or facilities may have names other than that of the entire park (Shoreline)
- There should be a lapse of at least six months between the receipt of the name proposal and the final recommendation for its adoption (Shoreline)

Attachments:

1. Bainbridge Island park naming policy
2. Bothell park naming policy
3. Edmonds park naming policy
4. Gig Harbor park naming policy
5. Kirkland park naming policy
6. Shoreline park naming policy
7. Woodinville park naming policy
8. Aerial showing coast salish place names including the recommended Lushootseed name for Squires Landing park

Policy Name: Naming Parks and Park Facilities
Section: 3000 Operational: 3100 Administrative
Policy Number: 0000

Purpose: To establish guidelines for naming parks and park facilities.

Reference: None applicable

Policy:

The Park District acquires, develops, and maintains various park facilities throughout Bainbridge Island that may be identified with specific names or titles. It is recognized that the community through its organizations, interest groups and citizens should have direct involvement in the naming of such facilities, and that working with both the community and staff is essential in selecting names for parks and park facilities.

The selection of a name for a park, property, individual facility, or memorial will be based on the following guidelines and criteria:

1. The name will be known and be significant to the people of Bainbridge Island.
2. The name will not be in conflict with the names of other parks in the District or surrounding communities.
3. The name may be of community, regional, state, or national significance.
4. The name may relate to a person or persons who have historical significance, a special relationship to the local community, or who have made a unique social contribution.
5. The name may be a special place or name of historical, geographic, cultural, or community significance.
6. The use of names of living persons is not preferred.

The Executive Director is authorized to develop procedures that allow for community and staff input to the selection process, and are outlined below:

- One a case by case basis, when deemed appropriate by the Board, the Board or Executive Director will select a committee of community members and staff whose purpose will be to submit to the Park Board a list of three to five names for a District park, building, property, or memorial. The list will briefly state a rationale for each name. Each name should be deemed suitable for Board approval.
- The Executive Director will appoint a chairperson from the committee to facilitate the procedures of the committee.
- It is the responsibility of the committee to hold at least one public hearing at which any citizen or staff member may recommend orally and/or in writing a name for consideration. The committee is also responsible for publicly advertising a method by which citizens or staff may submit names for consideration in writing. All nominations or suggestions for a name will be directed to the committee.
- Upon conclusion of the public solicitation of names, the committee shall deliberate to narrow the field from the total number of suggestions to a final list of three to five suitable names. The committee shall eliminate from consideration any name not meeting the criteria established above. At the conclusion of its deliberation, the committee shall submit to the Board a report of its work, including the three to five names and a rationale for each name. The name will be selected from this list by a vote of the Board.

RESOLUTION NO. 1258 (2010)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON RESCINDING RESOLUTION No. 1094 AND ESTABLISHING POLICIES AND PROCEDURES RELATING TO THE NAMING OF PUBLIC PARKS AND PARKS AND RECREATION FACILITIES

WHEREAS, the City of Bothell believes that the designation of names for parks and parks and recreation facilities should be approached with deliberation; and

WHEREAS, the City Council further believes that the setting forth by resolution of policies and procedures relating to the naming of public parks and parks and recreation facilities in the public interest; and

WHEREAS, the City Council adopted Resolution No. 1094 on April 3, 2000, establishing policies and procedures relating to the naming of public parks and parks and recreation facilities;

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

Section 1. Rescinds Resolution No. 1094 establishing policies and procedures relating to the naming of public parks and parks and recreation facilities.

Section 2. It is the policy of the City of Bothell to choose names for parks and parks and recreation facilities based upon the following criteria, in no particular priority order:

1. Neighborhood or geographical identification (e.g., Royal Oaks Park);
2. A natural or geological feature (e.g., North Creek Sportsfields);
3. Historical or cultural significance (e.g., Park at Bothell Landing);
4. An historical figure (e.g. William Penn Park); or an individual (living or deceased) who has made a significant land, monetary or civic contribution to the park system or gave their life while serving the United States of America in military service;
5. As required by purchase agreement.

Section 3. The City Council shall designate the names of parks and parks and recreation facilities. Unless the park name is designated in a purchase agreement or an accepted gift of park property, the City Council should make its selection after receiving a

1258 (2010)

recommendation from the Bothell Parks and Recreation Board, which shall be based upon public input from individuals and organizations.

Section 4. Following selection of a park or parks and recreation facility name by City Council, the City shall identify the specific park or facility with appropriate signage specifying the name. The name shall remain for a minimum of 25 years.

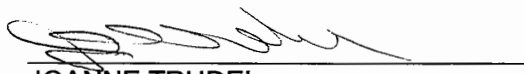
Section 5. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

PASSED this 27th day of July, 2010.

APPROVED:


MARK LAMB
MAYOR

ATTEST/AUTHENTICATED:


JOANNE TRUDEL
CITY CLERK

FILED WITH THE CITY CLERK: July 20, 2010
PASSED BY THE CITY COUNCIL: July 27, 2010
RESOLUTION NO.: 1258 (2010)

City of Edmonds Park Naming Policy

Purpose

The purpose of the policy is to establish consistent standard procedures and guidelines for the naming of public parklands owned and/or operated by the City of Edmonds. The renaming of parks is strongly discouraged.

Policy

The naming of City parks, park areas and park facilities shall be the function of the City Council with assistance from Edmonds Planning Board and the Parks, Recreation and Cultural Services Department.

Diversity, balance and creativity will be sought during adoption of names. The name selected for a site will be recommended to the Edmonds City Council for approval or amendment. City Council has final authority to approve or amend any recommendation.

Objectives

- A. Provide name identification for individual parks, park areas or park facilities.
- B. Provide criteria for the process of naming parks, park areas or park facilities.
- C. Provide opportunities for public input including a public hearing at Planning Board.
- D. Ensure that the naming of parks, park areas, or park facilities is controlled by the Edmonds City Council through recommendations from the Planning Boarding..

Criteria

The naming of parks, park areas, and park facilities should be approached with caution, patience, and deliberation.

Names submitted for consideration should provide some form of individual identity in relation to the following:

- A. The geographic location of the facility; this includes descriptive names.
- B. An outstanding feature of the facility.
- C. An adjoining subdivision, street, school, or natural feature. No park shall be given the same name as an existing school site or public facility, except where the sites abut one another.

- D. A commonly recognized historical event, group, organization or individual (living or deceased).
- E. An individual or organization that contributed significantly to the acquisition or development of the facility to be named. This can include either a deed or substantial monetary contribution, or contribution toward acquisition and/or development of the park or park facility (typically not less than 50 percent of the value of the property or improvements).
- F. Outstanding accomplishments by an individual for the good of the community. Quality of the contribution should be considered along with the length of service by the individual – this to be fully substantiated by person making recommendation.
- G. Any individual who provided an exceptional service in the interest of the park system as a whole. Typically, while serving in a public office, public officials should not be considered as a candidate for naming.

Donated Land

Parks and park facilities that are donated to the City can be named by deed restriction by the donor (i.e. Hutt Park in Edmonds). The naming and acceptance of land is subject to recommendation by the Planning Board and approval by City Council. Naming rights are not guaranteed if the donation of parkland is a dedication as required by the subdivision ordinance (parkland dedication).

Naming Process

Parks Department staff will notify the Planning Board about proposed naming opportunities. The recommendation of the Planning Board will be subject to final approval or amendment by City Council action.

1. Temporary Naming

In the case of a new project, a temporary name will be designated by the City staff for identification during acquisition and/or development of the park area or park facility. Because temporary designations tend to be retained, the naming process for a new park should be carried out as quickly as possible after its acquisition or development.

2. Permanent Naming

Citizen involvement in the naming process is encouraged and may be accomplished in a variety of ways throughout the naming process.

- A. Individuals, groups and/or organizations interested in proposing a name for an existing un-named park area or park facility may do so in writing

using a “Park Naming Form” that outlines the naming criteria. These will be presented to the Parks, Recreation & Cultural Services Department for consideration by the Planning Board.

- B. A variety of means to encourage public participation to submit a name (citizen contests, recommendations from previous owners, historical review of the site, etc.) may be implemented by the Parks, Recreation & Cultural Services Department at the request of the Planning Board. The “Park Naming Form” will be available through the City website, copies available at City Hall and the Anderson Center, and publicity through Public Service Announcements, Channel 21, and other means.
- C. The Planning Board will conduct a public hearing on the proposed names..
- D. The Planning Board will make a naming recommendation to the City Council for final adoption or amendment.

3. Park Renaming

Critical examination will be conducted to ensure that renaming the park will not diminish the original justification for the name or the prior contributors. Renaming will follow the same procedures as naming the park.

- A. Only parks and facilities named for geographic location, outstanding feature or subdivision should be considered for renaming. Parks that have been named by deed restriction shall not be considered for renaming.
- B. Parks and facilities named after individuals shall not be changed unless it is found that because of the individual’s character the continued use of their name would not be in the best interest of the community.

RESOLUTION NO. 717

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GIG HARBOR, WASHINGTON, RELATING TO PARKS
AND PUBLIC FACILITIES AND CREATING A POLICY AND
PROCEDURE FOR NAMING/RENAMING CITY PARKS
AND FACILITIES.**

WHEREAS, the City Council may have occasion to name or rename City parks and other facilities; and,

WHEREAS, it is appropriate to establish criteria and procedures for the official naming/renaming of City parks and other facilities; Now, therefore

**THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON HEREBY
RESOLVES AS FOLLOWS:**

Section 1.

A. The naming/renaming of City parks and other City facilities shall be in accordance with the procedures and criteria set forth below. Once adopted, name changes should occur on an exceptional basis only.

B. The following criteria shall be considered:

1. Neighborhood or geographical identification;
2. Natural or geological features;
3. Historical or cultural significance;
4. The articulated preference of residents of the neighborhood surrounding the public facility.
5. Facilities may be named for living persons provided they have made a significant contribution of land or money and the donor stipulates naming of the facility as a condition of the donation or when the individual has made an unusually outstanding public service contribution.

C. The following procedures shall be followed for naming/renaming of City parks and other City facilities (see subsection E below for the procedures to name a park less than two acres in a preliminary plat):

1. If the City Council determines that a City park or other City facility should be named or renamed, the City shall solicit suggestions for names. All suggestions, whether solicited or independently offered, shall be acknowledged and recorded by the City. The City Council may authorize the Park Commission to take public input and make a recommendation. For a park or other City facility in the city's Historic District, the city shall solicit names from the Gig Harbor Peninsula Historical Society. Any recommendations to Council should be ranked by order of preference.

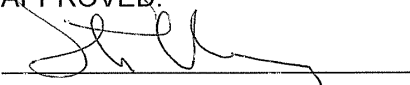
2. Following a review of recommendations, suggestions, and public comments, the City Council shall determine the name for City parks and other City facilities.

D. The provisions of this procedure shall not apply to the application of donor recognition for such minor items as benches, trees, refuse cans, flagpoles, water fountains, or similar items.

E. Pursuant to RCW 58.17.110(3), if a preliminary plat includes a dedication of a park with an area of less than two acres and the donor has designated that the park be named in honor of a deceased individual of good character, the City must adopt the designated name.

RESOLVED by the City Council this 11th day of June, 2007.

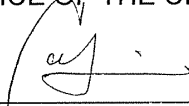
APPROVED:


Steven K. Ekberg, Mayor Pro Tem

ATTEST/AUTHENTICATED:


Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

By: 

Files with the City Clerk: 06/6/07
Passed by the City Council: 06/11/07
Resolution No.: 717

Attachment B

RESOLUTION R-4799

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ESTABLISHING POLICIES AND PROCEDURES FOR THE NAMING OF PUBLIC PARKS AND FACILITIES.

WHEREAS, the City Council adopted Resolution R-3215, establishing policies and procedures relating to the naming of public park property and facilities on August 19, 1985; and

WHEREAS, the Park and Recreation Board recommends updating the park naming policy to: (1) include procedures for naming a park or facility after a civic group or organization; (2) provide that a numeric designation will be used for new parks and facilities until a permanent name is selected; and (3) clarify that the naming of a park or facility should be considered permanent under ordinary circumstances; and

WHEREAS, the City Council wishes to set forth the policies and procedures for naming public parks and facilities by resolution;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. It is the general policy of the City of Kirkland to choose a name for a public park or facility based upon the relationship of the land or facility to one of several criteria:

1. Neighborhood or geographical identification (e.g. Houghton, Bridle Trails, Rose Hill, etc.);
2. A natural or geological feature (e.g. Forbes Creek);
3. Historical or cultural significance;
4. An individual (living or deceased) who has given outstanding civic service to the Kirkland park system, or has donated substantial funds or land to the Kirkland park system, or has been otherwise instrumental in the acquisition or development of critical park acreage (e.g. Marsh Park). Parks or facilities shall not ordinarily be named for a living person, unless that person has made a significant and outstanding contribution of land, money, or civic service. A waiting period of at least one year should expire before naming a park or facility under the policy of this subparagraph;

Attachment B

R-4799

5. A civic group or corporation whose mission statement is compatible with City goals and objectives and that has made a significant contribution of land, money or civic service to the Kirkland park system;
6. The wishes or preference of residents of the neighborhood surrounding the public park or facility should in all cases be considered.

Section 2. In establishing or designating the name of a public park or facility, the final authority on name selection is the responsibility of the City Council. In making such selection the City Council will normally consider suggestions for names received from organizations, individuals or neighborhoods, and may request the Parks Department or the Park Board to solicit such suggestions. The City Council will not make its final selection until after it has received the recommendation of the Kirkland Park Board.

Section 3. Until a park or facility name is selected for a new park or facility, a numeric designation shall be used to identify the park or facility.

Section 4. Under ordinary circumstances, the naming of a park or facility should be considered permanent. Any proposal to change the name of a park or facility shall be subject to the procedures set forth in this Resolution.

Section 5. Upon selection of a park or facility name by the City Council, the Parks Department shall identify the park or facility with appropriate signage specifying the established name.

Passed by majority vote of the Kirkland City Council in open meeting this 19th day of January, 2010.

Signed in authentication thereof this 19th day of January, 2010.

MAYOR

Attest:

Ketuki Anderson
City Clerk

City of Shoreline		Shoreline City Clerk Receiving Number 3968	PP-02-001
		POLICY & PROCEDURE	
Subject: Parks and Facility Naming Policy		Department: Parks, Recreation and Cultural Services Number: 01-02	
Effective Date February 11, 2002	Supersedes Not applicable	Approved By: 2/11/02 City Council	

1.0 PURPOSE:

The purpose of this policy is to outline the procedures and criteria for the official naming of parks and recreation facilities.

2.0 POLICY:

It is the policy of the City of Shoreline for designation of names for park and recreation facilities to be in accordance with the following criteria:

- a. The naming of parks and facilities should be approached with caution, patience, and deliberation.
- b. A name, once adopted, should be permanent, and changes should be strongly resisted.
- c. Existing facility names shall be reviewed in order to avoid duplication, confusing similarity and/or inappropriateness.
- d. A prospective park or major facility name should be one likely to be widely accepted and used by the public.
- e. Whenever possible, a facility shall be named prior to construction of the improvement. Timing is important in naming facilities, since temporary designations tend to be retained. In the development of facilities, a number designation shall be used until formal naming of the facility is complete.
- f. A park's interior features and/or facilities may have names other than that of the entire park.
- g. If a park or sub-element of a park is named after an individual, family or organization, the final recommendation shall include a narrative describing or quantifying in some detail, the contribution. The qualifying achievement should be the result of extraordinary dedication, significant donation or contribution to the City parks and recreation system, over and above the satisfactory performance of normal duties.

- h. There should be a lapse of at least six months between the receipt of the name proposal and the final recommendation for its adoption.
- i. In cases where the person is deceased, the person shall have been deceased for a minimum of two years.
- j. Elected/appointed City of Shoreline officials and currently employed City staff shall not be eligible for consideration until they are no longer in office or have retired from city service.
- k. Length of service, in and of itself, does not meet these criteria.
- l. Names may reflect:
 - 1. Neighborhood or geographical identification
 - 2. Community name or widely accepted name,(e.g., North City Park, Richmond Beach Saltwater Park, Innis Arden Reserve, Meridian Park, Ballinger Open Space)
 - 3. Natural or geological feature (e.g., Boeing Creek Park, Twin Ponds Park)
 - 4. Historical or cultural significance
 - 5. The name may include an individual, family, or organization that has made a significant land and/or monetary contribution to the park and recreation system, or has performed significant public service which made a tangible contribution to the parks and recreation system justifying a permanent memorial.

3.0 PROCEDURES:

- a. Suggestions for names for any park, or public facility may be solicited from individuals and/or organizations. All suggestions, solicited or not, shall be recorded and forwarded to the Parks, Recreation and Cultural Services Advisory Committee for review and consideration.
- b. Staff may review suggestions for names and make a recommendation(s) to the Parks, Recreation and Cultural Services Advisory Committee for consideration.
- c. The Parks, Recreation and Cultural Services Advisory Committee after review of public and staff input shall make a recommendation to the City Council for consideration.
- d. Following adoption of the facility name by the City Council, the Parks, Recreation and Cultural Services Department shall develop facility signage using the name.

RESOLUTION NO. 327

A RESOLUTION OF THE CITY OF WOODINVILLE, WASHINGTON, AMENDING RESOLUTION NO. 166 AND REVISING THE POLICIES AND PROCEDURES RELATING TO THE NAMING OF WATERWAYS AND PUBLIC FACILITIES.

WHEREAS, the City Council adopted Resolution No. 130, establishing policies and procedures relating to the naming of public park and recreation facilities on July 28, 1997; and

WHEREAS, the City Council adopted Resolution No. 156, Amending Policies and Procedures relating to the Naming of Public Facilities, on April 26, 1999; and

WHEREAS, the Parks and Recreation Commission amended Resolution No. 156 to include the naming of waterways by adopting Resolution No. 166; and

WHEREAS, the City Council believes that the designation of names for public facilities should reflect our community spirit and should therefore be approached with forethought and deliberation; and

WHEREAS, the City Council believes that the setting forth by resolution of policies and procedures relating to the naming of public facilities is in the public interest; and

WHEREAS, the City Council further believes that there should be a mechanism to acknowledge substantial contributions toward capital improvements or services through the naming of spaces or areas within City owned facilities subject to Council approval;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. It is the policy of the City of Woodinville to choose names for waterways, parks, recreation centers, bridges and other man-made structures based upon one or more of the following criteria:

- (1) Neighborhood or geographical identification (i.e. Woodinville Heights Neighborhood Park);
- (2) A natural or geological feature (i.e. Sammamish River Trail);

- (3) Historical or cultural significance (i.e. Woodin Creek Park);
- (4) An historical figure; or an individual (living or deceased) who has made a significant land and/or monetary contribution to the park system;
- (5) A civic group or corporation whose mission statement is compatible with City goals and objectives and that has made a significant land and/or monetary contribution to the park system;
- (6) A contribution made "in memoriam" for an individual, when the name has been stipulated as a condition of the donation (i.e. Wilmot Gateway Park).

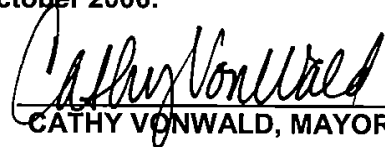
Section 2. The City Council shall designate the names of waterways, public facilities such as: parks, recreation centers, bridges, and other man-made structures. The City Council will make its selection after receiving a written recommendation from the Woodinville Parks and Recreation Commission, which is based upon public input from individuals and organizations. Such written recommendation shall state how the proposed name(s) meets one of the six criteria in Section 1. If a contest or competition is to be held to determine the name of a park or recreation center, the Parks and Recreation Commission shall establish guidelines and rules for the contest. No City funds shall be used for any contest prizes.

Section 3. Following selection of a waterway or park, recreation center, bridge, or other man-made structure named by the City Council, the Parks and Recreation Department shall identify the specific waterway or park, recreation center, bridge or other man-made structure with appropriate signage specifying the name.

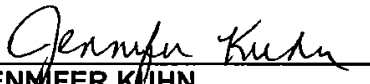
Section 4. A park's interior features and/or facilities may have names other than that of the entire park. These names are subject to criteria designated in Section 1 above and the selection process outlined in Section 2 above.

Section 5. A name once adopted should be bestowed with the intention that it will be permanent, and changes should be strongly resisted. Name changes shall be subject to the procedures herein.

RESOLVED this 9th day of October 2006.


CATHY VONWALD, MAYOR

ATTEST/AUTHENTICATED:


JENNIFER KUHN
CITY CLERK

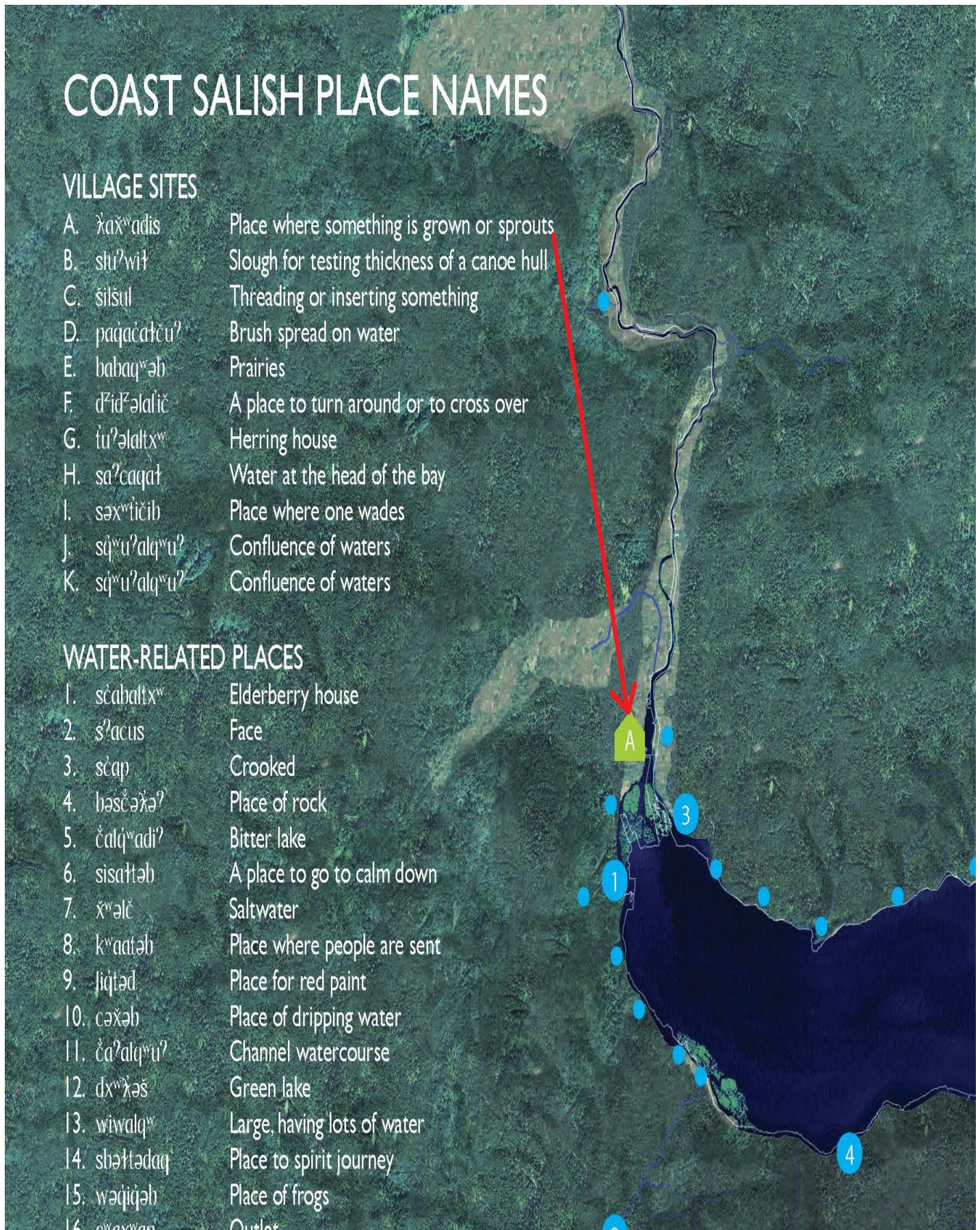
COAST SALISH PLACE NAMES

VILLAGE SITES

- | | |
|-----------------|--|
| A. ʔaxʷadis | Place where something is grown or sprouts |
| B. sluʔwɪt | Slough for testing thickness of a canoe hull |
| C. šilšul | Threading or inserting something |
| D. paqacatʔuʔ | Brush spread on water |
| E. habaqʷəb | Prairies |
| F. dʔidʔəlalʔic | A place to turn around or to cross over |
| G. ʔuʔəlatxʷ | Herring house |
| H. saʔcaqat | Water at the head of the bay |
| I. səxʷtičih | Place where one wades |
| J. sɔ́ʔuʔalqʷuʔ | Confluence of waters |
| K. sɔ́ʔuʔalqʷuʔ | Confluence of waters |

WATER-RELATED PLACES

- | | |
|---------------|-----------------------------|
| 1. scabaltxʷ | Elderberry house |
| 2. sʔacus | Face |
| 3. scap | Crooked |
| 4. həscəʔəʔ | Place of rock |
| 5. čalqʷadiʔ | Bitter lake |
| 6. sisatʔəb | A place to go to calm down |
| 7. xʷəlč | Saltwater |
| 8. kʷaatəb | Place where people are sent |
| 9. ʔiqtəd | Place for red paint |
| 10. cəxəb | Place of dripping water |
| 11. čaʔalqʷuʔ | Channel watercourse |
| 12. dxʷkəs | Green lake |
| 13. wiwalqʷ | Large, having lots of water |
| 14. shəttədaq | Place to spirit journey |
| 15. wəqiqəb | Place of frogs |
| 16. əwaxwən | Outlet |





City of Kenmore, Washington

Memorandum

Date: 4/1/21

To: Rob Karlinsey, City Manager

From: Debbie Bent, Community Development Director

Regarding: Ratification of King County Ordinance 19233 Amending Countywide Planning Policies

Staff Recommendation: Ratification of amendments to the King County Countywide Planning Policies (CPP) means the City Council takes **no** action before the 5/30/21 deadline (90 days from King County ordinance adoption). Staff recommends that Council take no action. Amendments become effective when ratified by at least 30 percent of the city and county governments representing 70 percent of the population of King County.

Background: Attachment #1 is a letter dated 3/1/21 sent to the City from King County asking the City to consider and ratify amendments to the Countywide Planning Policies. On 2/9/21 the King County Council passed Ordinance 19233 (Attachment #4), effective 3/1/21. The transmittal letter from the County Executive to the County Council (Attachment #2) along with the County staff report (Attachment #3) is included to provide information about the proposed changes.

The King County Council approved three amendments to the Urban Growth Area with passage of the 2020 King County Comprehensive Plan. The Urban Growth Area boundary amendments are located adjacent to the City of Woodinville Roundabout, the Maple Woods subdivision in the City of Maple Valley, and the East Cougar Mountain area near the City of Issaquah. The amendments to the Countywide Planning Policy, to the Urban Growth Area boundary and Potential Annexation Area maps are consistent with the changes adopted in the County's 2020 Comprehensive Plan update.

1. 3/1/21 letter from King County to the City
2. 9/21/20 King County letter
3. 1/27/21 King County staff report
4. King County Ordinance 19233



March 1, 2021

The Honorable David Baker
City of Kenmore
18120 68th Ave NE
P.O. Box 82607
Kenmore, WA 98028-2701

Dear Mayor Baker:

We are pleased to forward for your consideration and ratification the enclosed amendment to the King County Countywide Planning Policies (CPP).

On February 9, 2021, the Metropolitan King County Council approved and ratified the amendment on behalf of unincorporated King County. The ordinance will become effective Monday, March 1, 2021. Copies of the transmittal letter, King County Council staff report, ordinance 19233 and Growth Management Planning Council motion are enclosed to assist you in your review of this amendment.

In accordance with the CPP, G-1, amendments become effective when ratified by ordinance or resolution by at least 30 percent of the city and county governments representing 70 percent of the population of King County according to the interlocal agreement. A city will be deemed to have ratified the CPP and amendments unless, within 90 days of adoption by King County, the city takes legislative action to disapprove the amendments. **Please note that the 90-day deadline for these amendments is Sunday, May 30, 2021.**

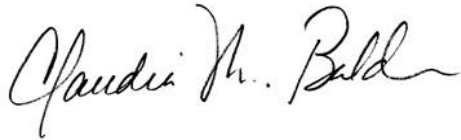
If you adopt any legislation concerning this action, and since we are working remotely, please **email** a copy of the legislation by the close of business, Tuesday, June 1, 2021, to Council.clerk@kingcounty.gov.

If you have any questions about the amendments or ratification process, please contact Karen Wolf, Senior Strategy and Performance Analyst, King County

Executive's Office, at 206 263-9649, or Andy Micklow, Metropolitan King County Council Staff, at 206 263-3226.

Thank you for your prompt attention to this matter.

Sincerely,



Claudia Balducci, Chair
Metropolitan King County Council



Dow Constantine
King County Executive

Enclosures

cc: King County City Planning Directors
Sound Cities Association
Lauren Smith, Director, Regional Planning
Karen Wolf, Senior Strategy and Performance Analyst
Andy Micklow, Council Staff, Mobility and Environment Committee



King County

Dow Constantine

King County Executive

401 Fifth Avenue, Suite 800

Seattle, WA 98104-1818

206-263-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

September 21, 2020

The Honorable Claudia Balducci
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Balducci:

This letter transmits a proposed ordinance that, if enacted, will amend the Countywide Planning Policies to make minor adjustments to the urban growth area boundary in three areas of King County.

The King County Council approved three amendments to the Urban Growth Area with passage of the 2020 King County Comprehensive Plan on July 24, 2020 via Ordinance 19146. The Urban Growth Area boundary amendments are located adjacent to the City of Woodinville Roundabout, the Maple Woods subdivision in the City of Maple Valley, and the East Cougar Mountain area near the City of Issaquah. As required under the Countywide Planning Policies, these amendments were also considered by the Growth Management Planning Council (GMPC) through action on Motion 20-1. The GMPC unanimously approved GMPC Motion 20-1 on June 24, 2020.

This proposed ordinance furthers the efficient, accountable regional and local government goal of the King County Strategic Plan by recognizing the role of land use planning in shaping an environmentally sustainable and economically viable future for all people of King County.

Thank you for your consideration of this proposed ordinance. This legislation will ensure consistency between the Countywide Planning Policies and the King County Comprehensive Plan and will finalize an action already taken by the King County Council.

The Honorable Claudia Balducci
September 21, 2020
Page 2

If your staff have any questions, please contact Lauren Smith, Director, Regional Planning at 206-263-9606.

Sincerely,

A handwritten signature in black ink, appearing to read "Dow Constantine".

Dow Constantine
King County Executive

Enclosure

cc: King County Councilmembers
 ATTN: Carolyn Busch, Chief of Staff
 Melani Pedroza, Clerk of the Council
Dwight Dively, Director, Office of Performance, Strategy, and Budget
Shannon Braddock, Deputy Chief of Staff, Office of the Executive
Karan Gill, Director, Council Relations, Office of the Executive
Lauren Smith, Director, Regional Planning, Office of Performance, Strategy, and Budget



King County

Metropolitan King County Council Mobility and Environment Committee

STAFF REPORT

Agenda Item:	10	Name:	Andy Micklow
Proposed No.:	2020-0361	Date:	January 27, 2021

SUBJECT

Adoption of recommendations from the Growth Management Planning Council (GMPC) regarding amendments to the Urban Growth Boundary (UGA) and Potential Annexation Area (PAA) maps.

SUMMARY

Proposed Ordinance 2020-0361 would amend the UGA and PAA maps that are located in the Countywide Planning Policies (CPPs). These map updates are consistent with the UGA changes that were adopted in the 2020 King County Comprehensive Plan (KCCP) update.¹

If adopted by the Council, the ordinance would ratify the change on behalf of the population of unincorporated King County and begin the CPP ratification process by the cities in King County.

BACKGROUND

The GMPC is a formal body comprised of elected officials from King County, Seattle, Bellevue, other cities and towns in King County, and special purpose districts. The GMPC was created in 1992 by an interlocal agreement² in response to a provision in the Washington State Growth Management Act (GMA) requiring cities and counties to work together to adopt CPPs.³ Under the GMA, the CPPs serve as the framework for each local jurisdiction's comprehensive plan, which ensures countywide consistency with respect to land use planning efforts.

As provided for in the interlocal agreement, the GMPC developed and recommended the original CPPs, which were adopted by the King County Council⁴ and ratified by the cities in 1992. Subsequent amendments to the CPPs follow the same adoption process,

¹ Ordinance 19146

² Motion 8733

³ RCW 36.70A.210

⁴ Ordinance 10450

which is now outlined in CPP G-1⁵ and includes: recommendation by the GMPC, adoption and ratification by the King County Council, and ratification by the cities. Amendments to the CPPs become effective when ratified by at least 30% of the city and county governments representing at least 70% of the population of King County. A city shall be deemed to have ratified an amendment to the CPPs unless the city disapproves it by legislative action within 90 days of adoption by King County.

ANALYSIS

GMPC Motion 20-1

On June 24, 2020, the GMPC unanimously adopted Motion 20-1, which is a non-binding recommendation to the County Council to amend the UGA and PAA maps in the CPPs. Motion 20-1 recommends adoption of three changes to the UGA and PAA maps.⁶ Consistent with CPP adoption requirements, Proposed Ordinance 2020-0361 forwards this GMPC recommendation to the Council for consideration and possible approval.

Area Adjacent to the City of Woodinville

Motion 20-1 includes a proposal to expand the UGA to include the right-of-way for the Woodinville roundabout on NE 171st Street. The expansion of the UGA is less than one acre. This change is included in Attachment D to the adopted 2020 KCCP update as Map Amendment 2: Woodinville Roundabout Mitigation.

Area Adjacent to the City of Maple Valley

Motion 20-1 includes a proposal to expand the UGA adjacent to the City of Maple Valley to include five utility tract parcels that serve the Maple Woods subdivision within the City of Maple Valley. The expansion of the UGA is approximately three acres. According to the GMPC staff report, "the City [of Maple Valley] agreed to annex the parcels after King County makes the amendment and it is ratified."⁷ This change is included in Attachment D to the adopted 2020 KCCP update as Map Amendment 6: Maple Woods Subdivision Stormwater Parcels.

Area Adjacent to the City of Issaquah

Motion 20-1 also includes a proposal to contract the UGA adjacent to the City of Issaquah. The contraction of the UGA would change three parcels from urban to rural. According to the GMPC staff report, this change is "due to extensive development constraints and the expressed interests of the adjacent cities related to annexation."⁸ This change is included in Attachment D to the adopted 2020 KCCP update as Map Amendment 5.a: East Cougar Mountain Potential Annexation Area.

Council Consideration

The GMPC recommended map changes meet the requirements for amendments to the UGA as outlined in the CPPs.⁹ Consistent with CPP adoption requirements, Proposed

⁵ 2012 King County Countywide Planning Policies, Amended June 2016

⁶ Maps of the proposed changes are included in Attachment A to Proposed Ordinance 2020-0361

⁷ GMPC Motion 20-1 Staff Report, dated June 24, 2020

⁸ GMPC Motion 20-1 Staff Report, dated June 24, 2020

⁹ DP-14, DP-15, DP-16, DP-17, and DP-18

Ordinance 2020-0361 forwards the GMPC recommendation to the Council for consideration and possible approval. If Proposed Ordinance 2020-0361 is adopted by the Council, it would ratify the change on behalf of the population of unincorporated King County and begin the ratification process by the cities. If the map changes are not adopted by the County and/or ratified by the cities, the KCCP, as amended, would be inconsistent with the CPPs and may require future attention.

There is no deadline for Council action on the proposed map updates.

INVITED

- Karen Wolf, Senior Policy Analyst, Office of Performance, Strategy, and Budget

ATTACHMENTS

1. Proposed Ordinance 2020-0361 (and its attachments)
2. Transmittal Letter
3. Fiscal Note



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance 19233

Proposed No. 2020-0361.1

Sponsors Dembowski

- 1 AN ORDINANCE adopting and ratifying Growth
2 Management Planning Council Motion 20-1.
3 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
4 **SECTION 1. Findings:**
5 A. Growth Management Planning Council Motion 20-1 amends the Urban
6 Growth Boundary map and the Potential Annexation Areas map in the 2012 King County
7 Countywide Planning Policies to adjust the urban growth area boundary in three areas:
8 Woodinville Roundabout; Maple Woods Subdivision; and East Cougar Mountain.
9 B. On February 26, 2020, King County staff briefed the Growth Management
10 Planning Council on the details of the potential changes to the urban growth area under
11 consideration by the King County council.
12 C. On June 24, 2020, the Growth Management Planning Council unanimously
13 adopted Motion 20-1.
14 **SECTION 2.** The amendment to the 2012 King County Countywide Planning

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Ordinance 19233

- 15 Policies, as shown in Attachment A to this ordinance, is hereby adopted by King County
16 and ratified on behalf of the population of unincorporated King County.
17

Ordinance 19233 was introduced on 12/15/2020 and passed by the Metropolitan King County Council on 2/9/2021, by the following vote:

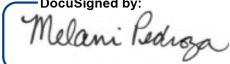
Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles,
Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer
and Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

7E1C273CE9994B6...
Claudia Balducci, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

APPROVED this ____ day of ____ 2/19/2021, ____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. GMPC Motion No. 20-1

Ordinance 19233
06/24/2020

ATTACHMENT A

Sponsored By: Executive Committee

GMPC MOTION NO. 20-1

A MOTION amending the 2012 King County Countywide Planning Policies, as amended; addressing changes to the Urban Growth Area of King County and the resulting changes to the Urban Growth Area Boundary map and Potential Annexation Area map.

WHEREAS, the Washington State Growth Management Act, RCW 36.70A.110 requires counties to designate an urban growth area within which urban growth shall be encouraged and outside of which growth can occur if it is not urban in nature; and

WHEREAS, Countywide Planning Policy G-1 recognizes that King County may initiate amendments to the Urban Growth Area; and

WHEREAS; the King County Executive and the King County Council request the Growth Management Planning Council consider the attached amendments to the Urban Growth Area for eventual adoption by the King County Council and ratification by the cities; and

WHEREAS, Countywide Planning Policies DP-15 through DP-18 outline criteria for changes to the Urban Growth Area; and

WHEREAS, on February 26, 2020, the Growth Management Planning Council received a briefing on the potential changes to the Urban Growth Area under consideration by the King County Council; and

WHEREAS, the King County Council is proposing three amendments to the Urban Growth Area in the 2020 King County Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that the Growth Management Planning Council of King County hereby recommends that the 2016 King County Countywide Planning Policies Urban Growth Area Boundary Map and the Potential Annexation Areas Map be amended as depicted on the attached maps.

Dow Constantine, Chair, Growth Management Planning Council

ATTACHMENTS

Detailed site maps for:

1. Woodinville Roundabout Urban Growth Area
2. Maple Woods Subdivision Urban Growth Area
3. East Cougar Mountain Urban Growth Area

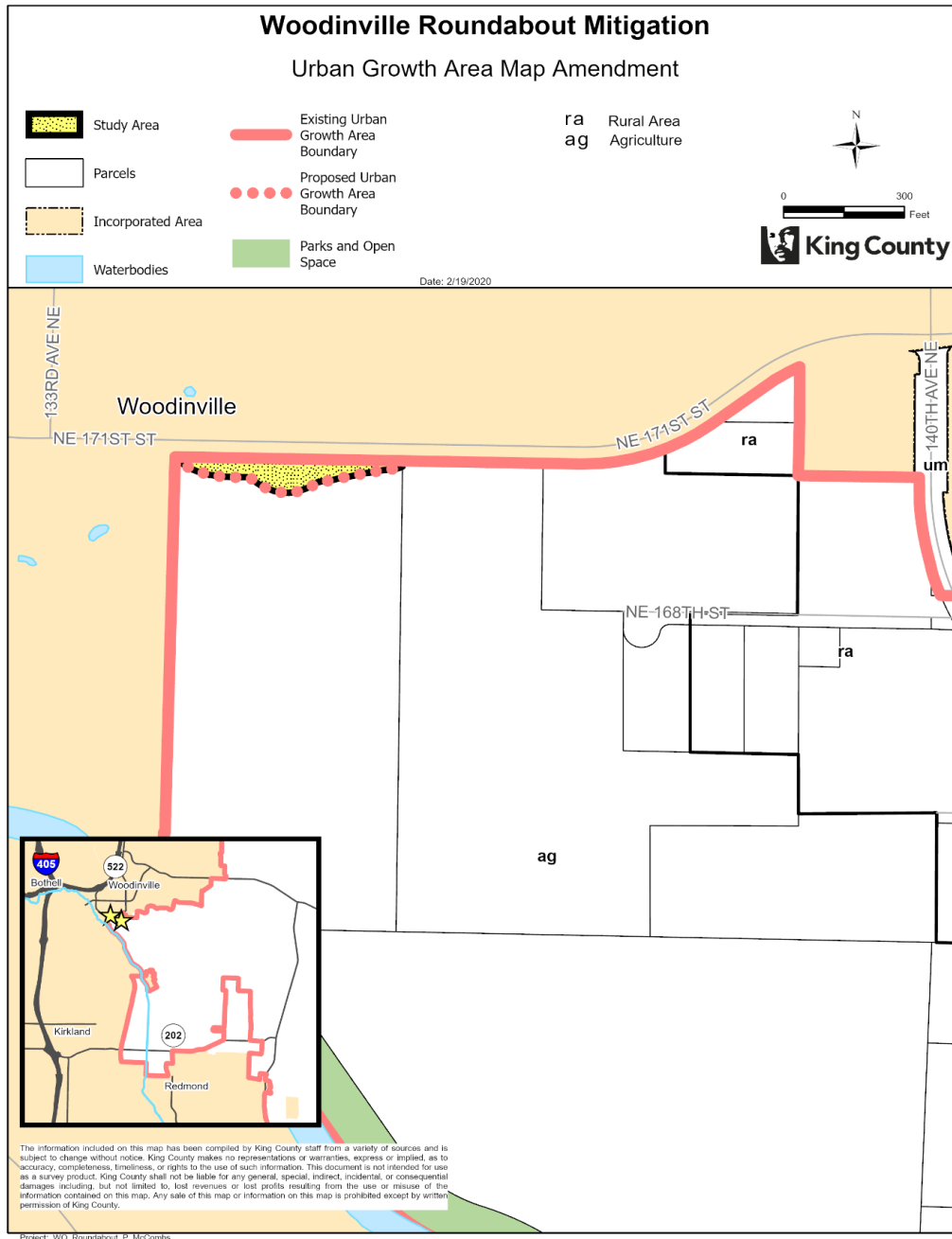
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Ordinance 19233

ATTACHMENT: For Reference Only – Detailed site maps showing specific amendments to Urban Growth Area

1. Area Adjacent to City of Woodinville

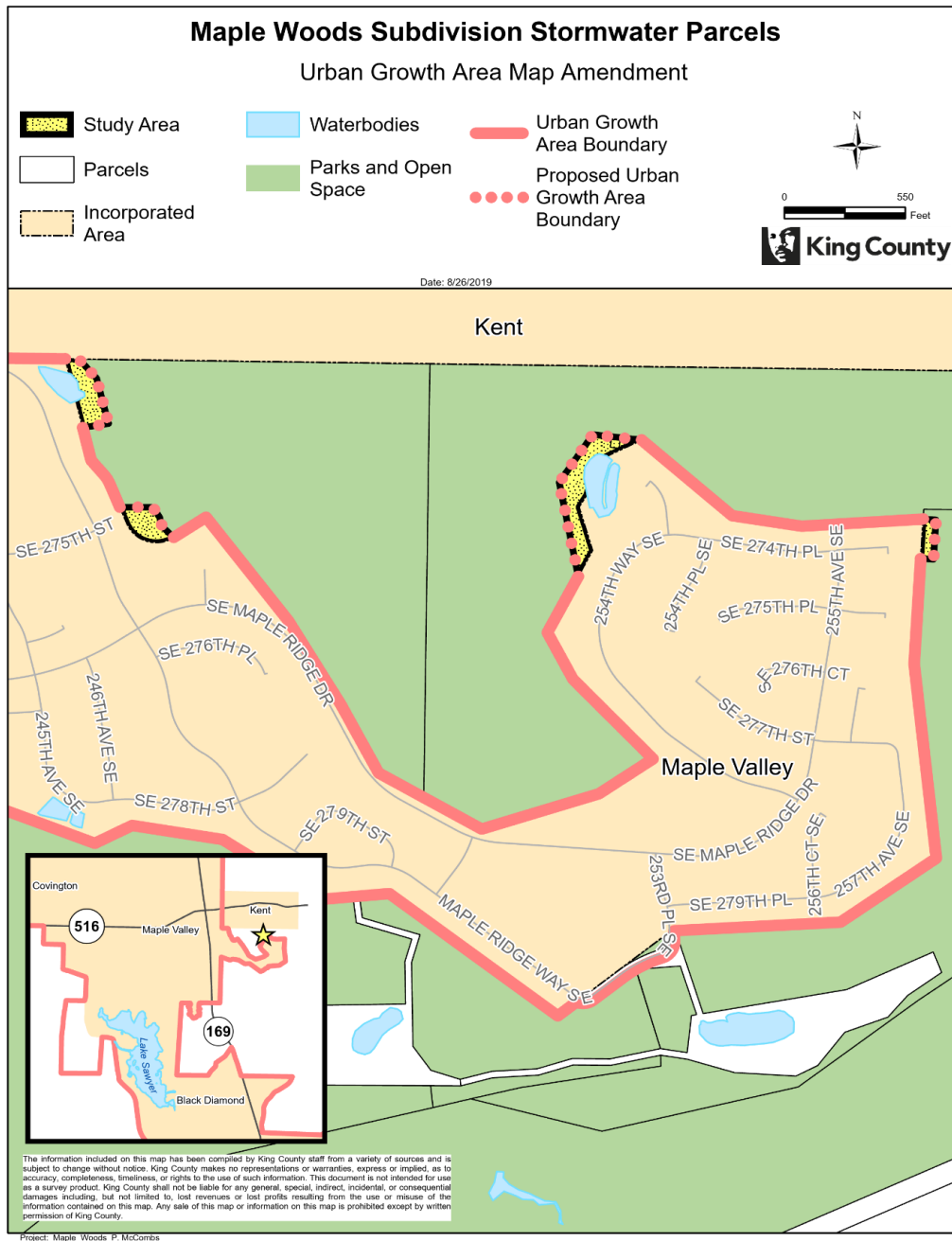
Woodinville Roundabout Urban Growth Area



Ordinance 19233

2. Area Adjacent to City of Maple Valley

Maple Wood Subdivision Urban Growth Area



3. Area Adjacent to City of Issaquah

East Cougar Mountain Potential Annexation Area

Urban Growth Area Map Amendment

Legend:

- Study Area** (Yellow hatched area)
- Existing Urban Growth Area Boundary** (Red solid line)
- Proposed Urban Growth Area Boundary** (Red dashed line)
- Parks and Open Space** (Green area)
- Incorporated Area** (Orange area)
- Parcels** (Black outline)
- Waterbodies** (Blue area)
- ra** Rural Area
- os** King County Open Space System
- upd** Urban Planned Development

Scale: 0 to 450 Feet

North Arrow

King County

Date: 2/19/2020

Map Labels: SE 64TH WAY, SE 65TH PL, SE 66RD PL, SE 67ND PL, ul, ra, upd, os, Lake Sammamish, Sammamish, Bellevue, Issaquah, Newcastle, 90, 900.

Inset Map: A map of King County showing the location of the East Cougar Mountain Potential Annexation Area. The area is highlighted in yellow and marked with a star. The inset map shows the county boundaries, major roads (90, 900), and surrounding cities (Bellevue, Issaquah, Newcastle).

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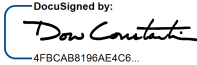
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/19/2021 1:48:50 PM
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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

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