



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

City of Kenmore
REVISED City Council Special and Regular Meeting Agenda
6:00 p.m., Monday, April 23, 2018
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

- I. 6:00 p.m. - CALL SPECIAL MEETING TO ORDER**
- II. EXECUTIVE SESSION**
Pursuant to RCW 42.30.110(1)(i), Litigation or Potential Litigation
- III. 7:00 p.m. RECONVENE TO REGULAR SESSION**
- IV. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION**
- V. ROLL CALL**
- VI. FLAG SALUTE**
- VII. AGENDA APPROVAL**
- VIII. PRESENTATION**
 - A. Recycling Market Reports - Rob Karlinsey, City Manager and Republic Services Representatives
[Memorandum](#)
[Presentation](#)
 - B. Proclamation: Affordable Housing Week - May 14 through May 18, 2018
[Proclamation](#)
 - C. Proclamation: Bike Month - May, 2018
[Proclamation](#)
 - D. Proclamation: Kenmore Safe Boating and Paddling Week - May 19-25, 2018
[Proclamation](#)
- IX. CITIZEN COMMENTS**

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

X. CONSENT AGENDA

- A. Total Check #39474 through #39586 in the amount of \$585,982.51.
Total Payroll/Taxes/Flexible Spending & Health Savings Account Electronic Deposits Dated: 3/30/18 in the amount of \$100,673.76.
Payroll Check #10087 in the amount of \$1,216.54.
[Check Vouchers](#)
- B. Resolution #18-309 Authorizing the City to Apply for a Park Development Grant from the Washington State Recreation and Conservation Office for Squire's Landing Waterfront & Natural Open Space Access Development Project (ALEA) 18-1535D
[Agenda Item](#)
- C. Resolution #18-310 Authorizing the City to Apply for a Park Development Grant from the Washington State Recreation and Conservation Office for Squire's Landing Waterfront & Natural Area Access Development Project (WWRP-WA) 18-1536D
[Agenda Item](#)
- D. Resolution #18-311 Authorizing the City to Apply for a Park Development Grant from the Washington State Recreation and Conservation Office for Log Boom Park Waterfront Access & Viewing Improvement Project (ALEA) 18-1437D
[Agenda Item](#)
- E. Resolution #18-312 Authorizing the City to Apply for a Park Development Grant from the Washington State Recreation and Conservation Office for Log Boom Park Waterfront Access & Viewing Improvement Project (WWRP-WA) 18-1442D
[Agenda Item](#)
- F. Receive and file the January, 2018 Financial Report for the City of Kenmore
[Financial Report](#)
- G. Ordinance 18-0459 Adopting a Seattle SMS Limited Partnership, a Delaware Limited Partnership D/B/A Verizon Wireless, Franchise Agreement to Install and Maintain a Telecommunication System Within the City Owned Right-of-Way
[Agenda Item](#)

XI. PUBLIC HEARING

- A. Extending the Moratorium Prohibiting the Filing and Acceptance of Applications for Development Permits Relating to Mobile Home Parks - Debbie Bent, Community Development Director and Lauri Anderson, Senior

Planner

[Agenda Item](#)

XII. BUSINESS AGENDA

- A. Ordinance #18-0462 Extending the Moratorium Prohibiting the Filing and Acceptance of Applications for Development Permits Relating to Mobile Home Parks - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner

[Agenda Item](#)

XIII. PUBLIC HEARING

- A. Temporary Use Homeless Shelter for 150 Days at Northlake Lutheran Church - Bryan Hampson, Development Services Director

[Agenda Item](#)

[Public Comments Received as of 4/20/18 at 4:00 p.m.](#)

XIV. BUSINESS AGENDA

- A. Motion to Allow Temporary Use Homeless Shelter at Northlake Lutheran Church, located at 6620 NE 185th Street, for 150 days in 2018 - Bryan Hampson, Development Services Director

[Agenda Item](#)

- B. Review of Tree Regulations - Samantha Loyuk, Associate Planner

[Agenda Item](#)

XV. STAFF REPORT

- A. Social Media Posts and the Public Records Act - Rod Kaseguma, City Attorney

[Staff Report](#)

XVI. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XVII. ADJOURNMENT

Upcoming Meetings:

- A. Monday, April 30, 2018 Special Council Meeting (5:00 p.m. to 9:00 p.m.)
Monday, May 7, 2018 Special Council Meeting
Monday, May 14, 2018 Regular Council Meeting
Monday, May 21, 2018 Special Budget Council Meeting (5:00 p.m. to 9:00 p.m.)
Tuesday, May 22, 2018 Special Budget Council Meeting (5:00 p.m. to 9:00 p.m.)

Tuesday, May 29, 2018 Special Council Meeting



City Of Kenmore, Washington

Memorandum

Date: April 6, 2018
To: Mayor and City Council
From: Rob Karlinsey, City Manager
Subject: Recycling Markets Update

The City's recycling partner, Republic Services, has kept us informed about the new realities in international recycling markets.

Background

Many non-U.S. sham recyclers have been sneaking garbage into China. China is taking a stand for the environment, both internally and externally. The Chinese port authorities have just launched Blue Sky 2018, which closes all of their ports to mixed paper imports. Since China remanufactured 50% of the world's recycling, this port closure creates a capacity issue that cannot be resolved quickly. **The key takeaway is that only mixed paper is struggling with a constriction in the available market. At Republic Services, LESS THAN HALF of the collected commingled recycling is mixed paper and MORE THAN HALF of the mixed paper is being successfully marketed and reprocessed into new products.**

Republic's Response

Their first response was to let us know about "China Sword" last fall. Since that time, the company has INVESTED significant financial and human resources at their recycling facility (a recent Seattle Times article said that other processors were seeking rate relief as their first step). Specifically, Republic Services has

- significantly slowed their processing line,
- added 16 employees to the sort line, and
- invested millions of dollars in infrastructure improvements, making Republic's equipment the most advanced in the Northwest region.

How the City can help

The City has joined with Republic Services to share the Empty, Clean, DRY recycling message with its residents, and we have asked Republic to join us at the April 23 City Council meeting to give us an update in this ever-evolving topic.

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Recycling Reimagined

And what does China have to do with it?

City of Kenmore
April 23, 2018

Presented by
Janet Prichard
Republic Services



Republic Services

We'll handle it from here

Largest municipal waste hauler in the country

30,000 employees

One philosophy: We'll handle it from here





Republic Services in Kenmore

Doing our part to beautify



Kenmore Recycles – a lot!

500,000 pounds in 2017



Fun fact:

\$1 million in \$1 bills weighs
2,200 pounds

National trends





Trends in Material

Trends



Implications

Material no longer in circulation
18M tons in 2000 → ~2M in 2015

Lighter-weight and limited end markets
HDPE → off-spec PET

Lighter-weight and flexible packaging
 not recyclable
Tin can → copolymer pouch

Waste minimization increasing pressure on total waste and recycling tons

Lightweighting of Material



Lightweighting requires processing of more material to yield a ton of marketable commodity

1. Pulp & Paper Weekly, Official Board Markets, 2016

3. International Bottled Water Association. Retrieved from <http://www.bottledwater.org/>

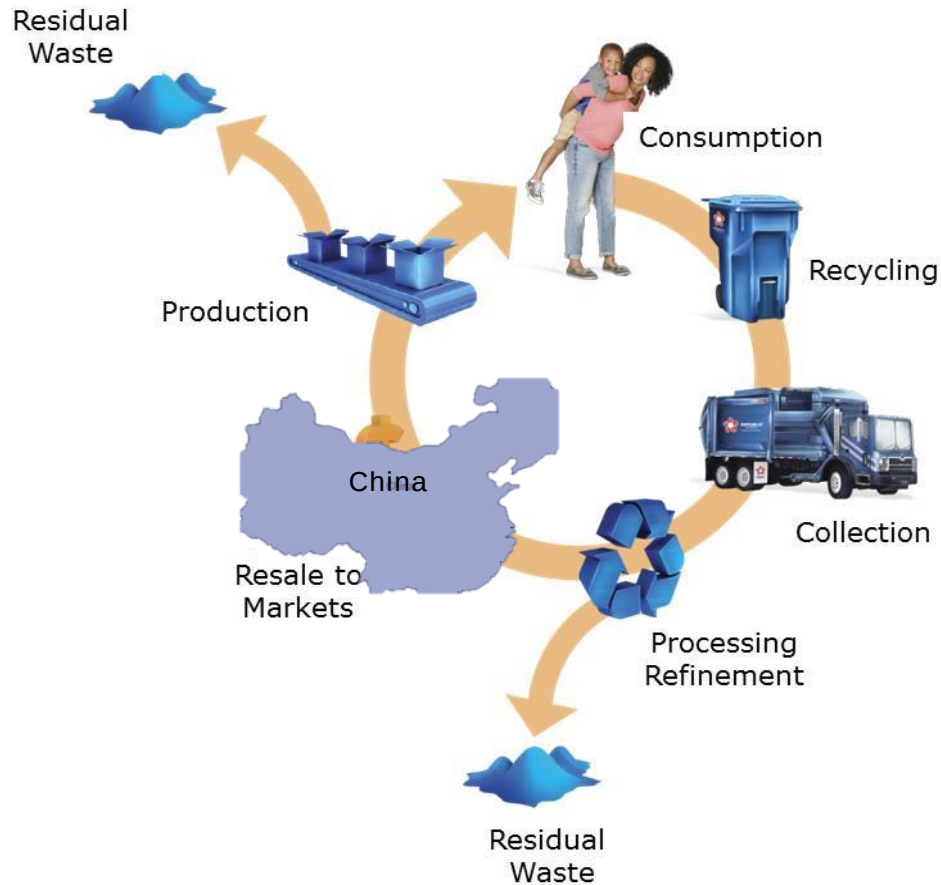
Macro economics of your blue cart





Recycling Supply Chain

China bought 50% of the world's recycling.





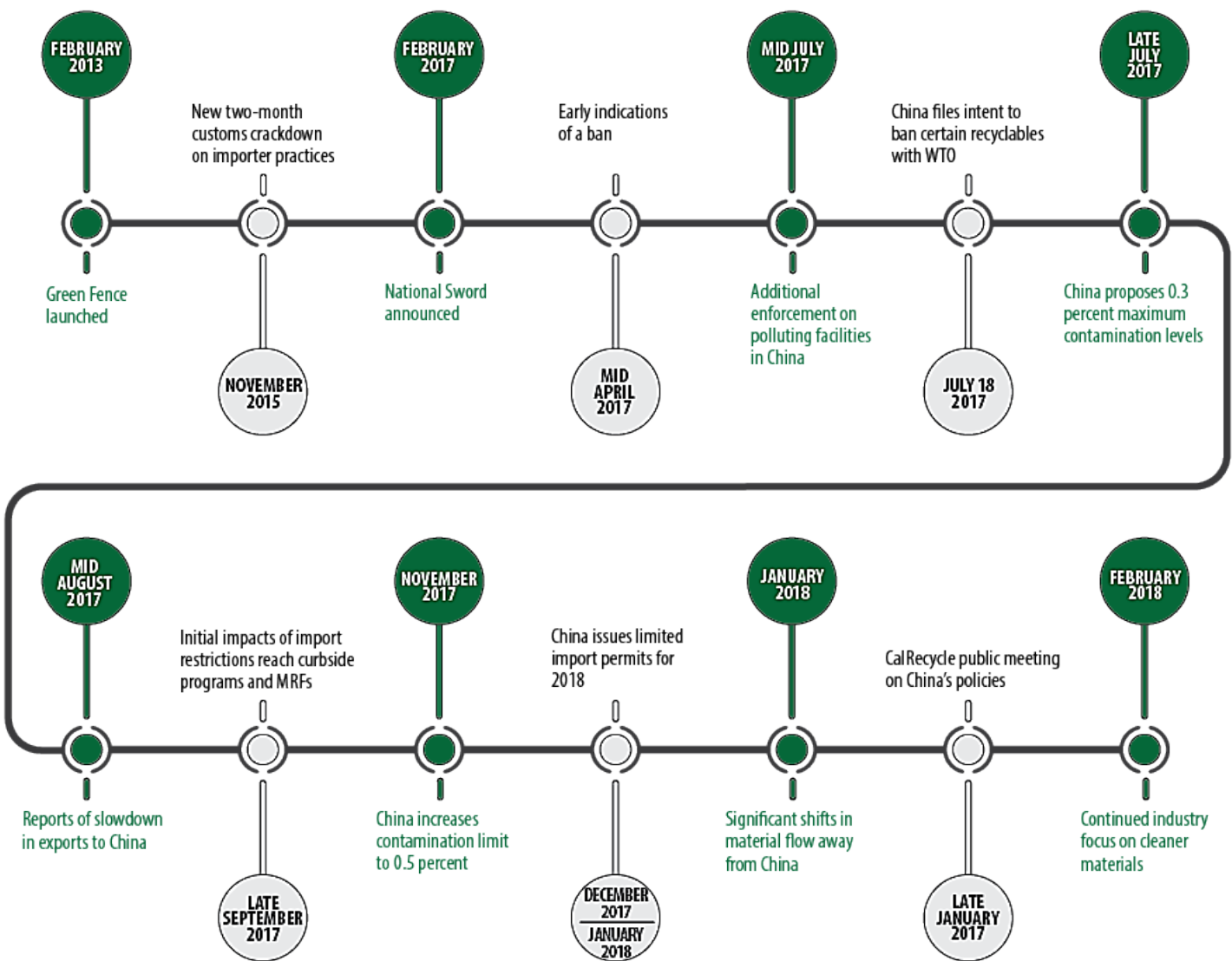
Why did China shut its borders?



Clean up the
environment and
eliminate corruption

They want to see their
blue sky again







National Sword Impact

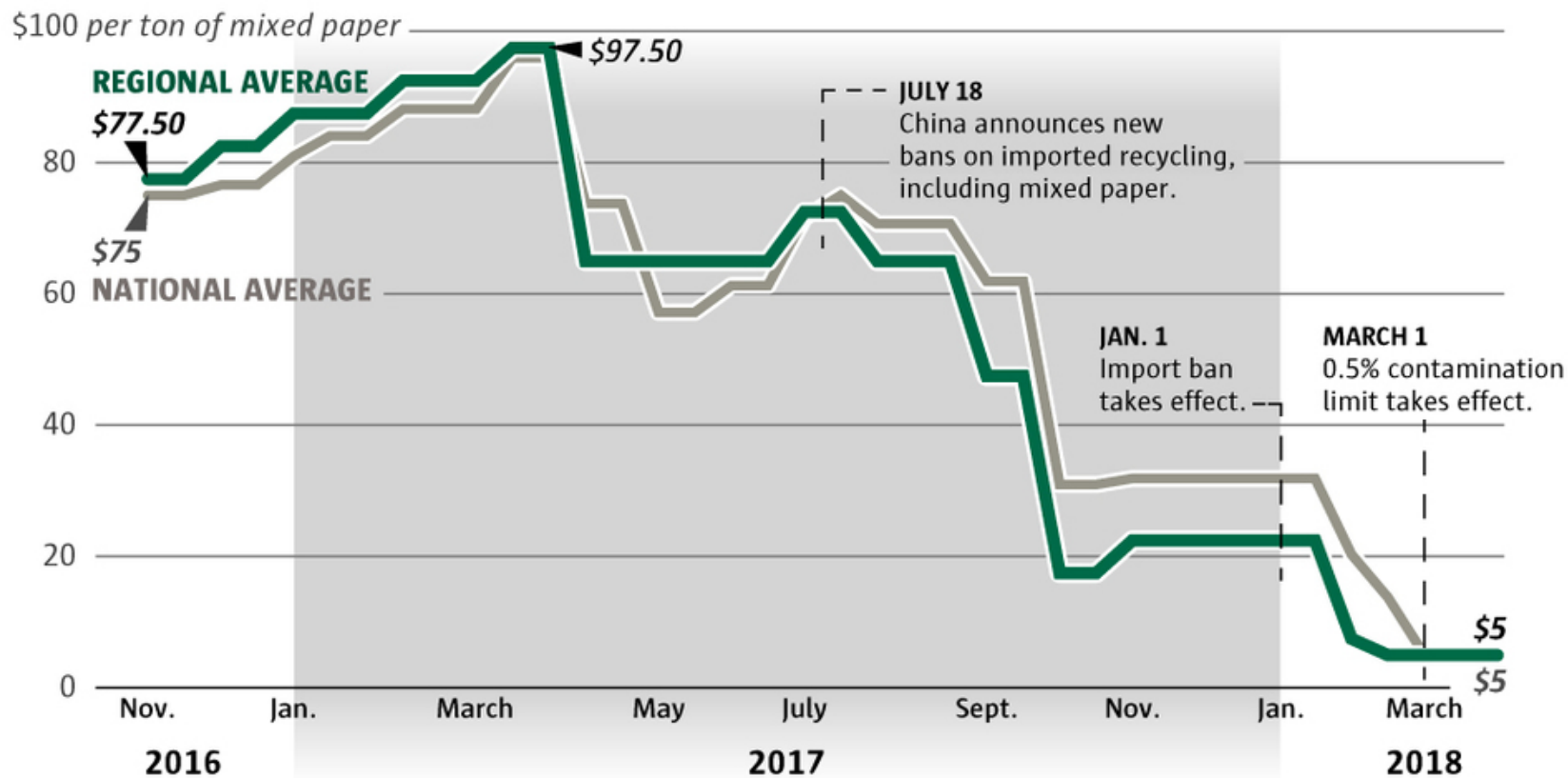
Paper oversupply





China closes the door, prices crash

The average price paid to recyclers for a ton of mixed paper in the Pacific Northwest and across North America has plummeted in the last year.

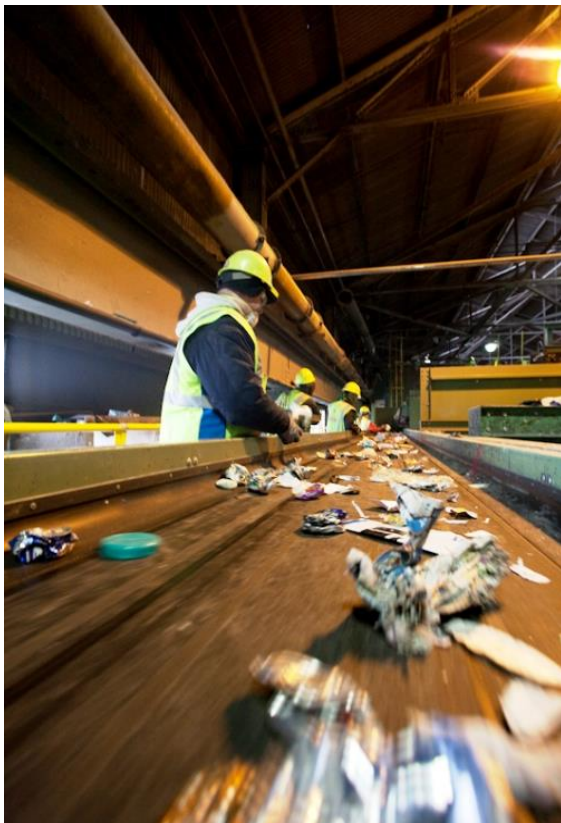


Source: RecyclingMarkets.net

EMILY M. ENG / THE SEATTLE TIMES



Republic Services' Response



make sure recyclables are:



Empty. Clean. Dry.



Fun fact:

A bale of aluminum contains
35,000 cans



City of Kenmore, Washington Proclamation

WHEREAS, all people should have access to safe, healthy, and affordable homes within communities of opportunity; and

WHEREAS, studies have found that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in homelessness in nearby suburbs and rural areas; and

WHEREAS, the most recent count in North County found 53 people in our community sleeping outdoors without shelter in January of this year, and 18% of families are considered "housing insecure," because they are spending more than half of their income on rent & utilities; and

WHEREAS, there were 202 students identified as homeless during the 2015-16 school year by the Northshore School District; and

WHEREAS, the combined cost burden of housing plus transportation can be substantially reduced by locating affordable housing opportunities in proximity to transit; and

WHEREAS, the All Home community identifies affordable housing as a critical component of making homelessness rare, brief, and one-time; and

WHEREAS, everyone benefits from affordable housing, including the people who reside in these properties, their neighbors, businesses, employers, and the community as a whole; and

WHEREAS, the Association of Washington Cities determined that enhancing efforts to address housing shortages and affordability was a critical priority for the 2018 Legislative Session; and

WHEREAS, united in an effort to raise public awareness, communities throughout King County are participating in local Affordable Housing Week efforts to inform the public of the critical need to preserve and increase affordable housing in our communities; and

WHEREAS, the City of Kenmore endorses the goals, objectives, and purposes of Affordable Housing Week, and in doing so, recommits itself to ensuring that our community thrives with opportunity, and that all people in it live with dignity in safe, healthy, and affordable homes;

NOW THEREFORE BE IT RESOLVED that the City of Kenmore does hereby proclaim the week of May 14-18, 2018, as Affordable Housing Week.



Signed: _____
David Baker, Mayor

Attested: _____
Kelly Chelin, City Clerk

**City of Kenmore, Washington
Proclamation**

WHEREAS, the Target Zero Initiative was adopted by the City of Kenmore in April of 2014 with the goal of achieving zero pedestrian and bicyclist fatalities and serious injuries in Kenmore by 2025 by increasing awareness of pedestrian, bicyclist and driver safety issues; and

WHEREAS, Kenmore City Council's top priority is to focus on and emphasize multimodal transportation safety in the Kenmore with a specific focus on pedestrian, bicycle, and other means of travel; and

WHEREAS, bicycling and walking improve people's health, save money in household budgets, and improve people's general well-being and expressed happiness; and

WHEREAS, all people deserve to be able to get where they are going safely, whether by driving, riding transit, walking, or bicycling; and

WHEREAS, throughout the month of May, the residents of Kenmore and its visitors will experience the joys of bicycling through educational programs, celebrations, games, or by simply getting out and going for a ride; and

WHEREAS, Kenmore's road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy of Kenmore, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, Washington, on behalf of the City Council, am pleased to proclaim the month of May 2018 to be ***Bike Month*** in the City of Kenmore, and I urge all citizens to join with the City Council in this observance.

IN WITNESS WHEREOF, signed this 23rd day of April, 2018.



Signed: _____
David Baker, Mayor

Attested: _____
Kelly M. Chelin, City Clerk

**City of Kenmore, Washington
Proclamation**

WHEREAS, on average, 700 people die each year in boating related accidents in the U.S., with the vast majority of those accidents caused by human error and poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, the City of Kenmore is bounded by 7.8 miles of shoreline along Lake Washington, the Sammamish River and Swamp Creek; and

WHEREAS, a large number of Kenmore's residents of all ages engage in recreational boating; and

WHEREAS, the mission of United States Coast Guard Auxiliary, Division 2, overseeing the Northshore area, is to promote and improve recreational boating safety by teaching boating safety courses and conducting vessel safety checks;

**NOW, THEREFORE, I, DAVID BAKER, MAYOR OF KENMORE, WASHINGTON,
DO HEREBY MAY 19-25, 2018 TO BE, IN OUR COMMUNITY**

KENMORE SAFE BOATING and PADDLING WEEK

And encourage all of Kenmore's residents to dedicate themselves to learning about and practicing safe boating, including wearing life jackets.

IN WITNESS WHEREOF, signed this 23rd day of April, 2018.



Signed: _____
David Baker, Mayor

Attested: _____
Kelly Chelin, City Clerk



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

03/24/2018 - 04/06/2018

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

Total Check #s 39474 through 39586: \$585,982.51

Total Payroll/Taxes/Flexible Spending & Health Savings Acct. Electronic Deposits Dated: 03/30/2018: \$100,673.76

Payroll Check # 10087 in the amount of: \$1,216.54

 13 APR 2018
City Manager / Date

 4/13/18
Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
LIGHTHOUSE CONSULTING INC	39474	03/27/2018	January IT Services Trakt/GIS/Cityworks	2,877.88
FIX AUTO	39475	03/28/2018	Ford C-Max City Vehicle #322 Repairs	2,875.38
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	174.31
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	51.13
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	51.81
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	671.71
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	197.02
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	199.63
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	102.58
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	2.27
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	0.83
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	186.83
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	4.12
DEPARTMENT OF LABOR AND INDUSTRIES	39476	03/30/2018	City of Kenmore	1.57
DEPARTMENT OF RETIREMENT SYSTEMS	39477	03/30/2018	Public Employees Retirement	1,759.45
DEPARTMENT OF RETIREMENT SYSTEMS	39477	03/30/2018	Public Employees Retirement	15,293.10
DEPARTMENT OF RETIREMENT SYSTEMS	39477	03/30/2018	Public Employees Retirement	2,649.49
DEPARTMENT OF RETIREMENT SYSTEMS	39477	03/30/2018	Public Employees Retirement	1,436.46
DEPARTMENT OF RETIREMENT SYSTEMS	39477	03/30/2018	Public Employees Retirement	374.49
DEPARTMENT OF RETIREMENT SYSTEMS	39477	03/30/2018	Public Employees Retirement	169.20
DEPARTMENT OF RETIREMENT SYSTEMS	39477	03/30/2018	Public Employees Retirement	828.77
DEPARTMENT OF RETIREMENT SYSTEMS	39477	03/30/2018	Public Employees Retirement	692.61
ICMA RETIREMENT TRUST 457 - 304745	39478	03/30/2018	ICMA 457 Deferred Comp	3,428.80
ICMA RETIREMENT TRUST 457 - 304745	39478	03/30/2018	ICMA 457 Deferred Comp	692.08
NATIONWIDE FINANCIAL 401a	39479	03/30/2018	City of Kenmore 401a Loan	240.68
NATIONWIDE FINANCIAL 401a	39479	03/30/2018	City of Kenmore 401a Loan	219.19
NATIONWIDE FINANCIAL 401a	39479	03/30/2018	City of Kenmore 401a	10,427.97
NATIONWIDE FINANCIAL 401a	39479	03/30/2018	City of Kenmore 401a	1,506.35
NATIONWIDE FINANCIAL 401a	39479	03/30/2018	City of Kenmore 401a	1,057.60

X. A. Total Check #39474 through #39586 in the amount of \$585,982.51. To...

NATIONWIDE RETIREMENT SOLUTIONS 457	39480	03/30/2018	Nationwide 457 Deferred Comp	250.00
NATIONWIDE RETIREMENT SOLUTIONS 457	39480	03/30/2018	Nationwide 457 Deferred Comp	75.00
STATE OF FLORIDA DISBURSEMENT UNIT	39481	03/30/2018	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	39482	03/30/2018	Employee Charitable Contribution	74.61
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	3.25
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	100.14
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	642.03
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	849.27
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	23.08
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	63.86
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	1,067.87
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	1,879.21
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	1.42
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	193.42
US POSTAL SERVICE (HASLER)	39483	04/03/2018	7/25/17 - 3/29/18 Postage Meter Refill	185.31
ACF WEST INC	39484	04/06/2018	Seed Mix for Bioswale Repair 8015 NE 175th	156.75
ALCALDE & FAY	39485	04/06/2018	Government Affairs Consulting for March	5,017.73
ALPHAGRAPHICS	39486	04/06/2018	Employee Business Card Printing	110.11
AM TEST, INC	39487	04/06/2018	Feb. 2018 Swamp Creek TMDL	225.00
AMERICAN PUBLIC WORKS ASSOCIATION	39488	04/06/2018	Membership Dues - T. Bielenberg	120.00
BAKER, DAVID	39489	04/06/2018	Conference Registration/Mileage Reimbursement	70.31
BAKER, DAVID	39489	04/06/2018	Conference Registration/Mileage Reimbursement	31.61
BAKER, DAVID	39489	04/06/2018	Conference Registration/Mileage Reimbursement	450.00
BAKER, DAVID	39490	04/06/2018	Mileage Reimbursement	72.49
BRIEN, GAYLYNN	39491	04/06/2018	March 2018 Sales Tax Data Conversion	50.00
BULGER SAFE & LOCK, INC.	39492	04/06/2018	Moorlands Park Re-Keying Locks	336.01
CADMAN MATERIALS, INC.	39493	04/06/2018	Asphalt for Road Repair 20219 73rd NE	137.50
CADMAN MATERIALS, INC.	39494	04/06/2018	Asphalt for Berm Install @ 8816 NE 163rd	83.51
CADMAN MATERIALS, INC.	39495	04/06/2018	Asphalt for Pothole Repairs	137.50
CADMAN MATERIALS, INC.	39496	04/06/2018	Asphalt for Pothole Patching	81.10
CALPORTLAND COMPANY	39497	04/06/2018	Material for Sinkhole Repair @18502 61st NE	100.67
COLUMBIA RIDGE LANDFILL	39498	04/06/2018	Street Sweeper Debris Disposal	1,405.47
COMCAST BUSINESS	39499	04/06/2018	Hangar Bldg. Cable Bill 3/19-4/18	93.99
CONSOLIDATED PRESS	39500	04/06/2018	W&W March Open House Postcard	817.38
CONSOLIDATED PRESS	39500	04/06/2018	W&W March Open House Postcard	817.37
CONTRACT LAND STAFF LLC	39501	04/06/2018	Squires Landing Land Conversion Acquisition	525.00
DARRELL THOMSON	39502	04/06/2018	Cash Deposit Refund-ENG 16-0527	5,781.00
DEVRIES, DENIS	39503	04/06/2018	Police Volunteer Mileage Reimb.	34.34

X. A. Total Check #39474 through #39586 in the amount of \$585,982.51. To...

DFR LAW GROUP, LLC	39504	04/06/2018	18-C1845 Conflict Defense Services	1,200.00
EMERALD CITY STATEWIDE	39505	04/06/2018	Chain Link Fence Rental	2,046.00
FERGUSON ENTERPRISES INC #1539	39506	04/06/2018	Materials for Pipe Installation @ 19911 80th NE	782.70
FERGUSON ENTERPRISES INC #1539	39507	04/06/2018	Cement Stock	167.74
FIRE PROTECTION, INC	39508	04/06/2018	Hangar Bldg. Fire Alarm Inspection	523.50
FRUHLING SAND & TOPSOIL	39509	04/06/2018	Asphalt Spoils Dumping	192.50
GEOTERRA, INC.	39510	04/06/2018	2018 Aerial Mapping Update	2,024.00
GORDON THOMAS HONEYWELL	39511	04/06/2018	March 2018 Governmental Affairs Consulting	3,923.84
GRAINGER	39512	04/06/2018	Parks Supplies/Tools	40.51
GRAINGER	39513	04/06/2018	Tools - Wrench	27.27
GRAINGER	39514	04/06/2018	Vest & Hard Hat	85.41
HANSEN, COREY	39515	04/06/2018	March 2018 Business Incubator Consulting	4,180.00
HDR ENGINEERING, INC	39516	04/06/2018	2/4-3/3 13-C1214 SR522 West A Construction	1,529.75
HDR ENGINEERING, INC	39517	04/06/2018	16-C1625 Juanita Drive Improvements 12/31-2/3	57,816.57
HDR ENGINEERING, INC	39518	04/06/2018	17-C1743 NE 153rd Sidewalk Proj. 12/31-2/3	18,056.61
HDR ENGINEERING, INC	39519	04/06/2018	2/4-3/3 17-C1743 NE 153rd Sidewalk Project	4,107.39
HDR ENGINEERING, INC	39520	04/06/2018	16-C1625 2/4-3/3 Juanita Dr Ped/Bike Improvements	68,144.08
HOLMBERG COMPANY	39521	04/06/2018	Hangar Building Fountain Repairs	7,340.30
HOLMBERG COMPANY	39522	04/06/2018	17-C1641 Hangar Bldg. Hot Water Repairs	757.90
HOLMBERG COMPANY	39523	04/06/2018	17-C1641 Hangar Bldg. Hot Water Repairs	630.30
HOPKINS, CRAIG	39524	04/06/2018	Police Volunteer Mileage Reimb.	63.77
HORIZON DISTRIBUTORS INC	39525	04/06/2018	Irrigation Parts	64.21
HR&A ADVISORS, INC	39526	04/06/2018	LakePointe Consulting	47,875.00
INDEPENDENT STATIONERS	39527	04/06/2018	Plotter Paper	16.91
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	3.69
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	2.77
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	19.37
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	8.30
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	3.69
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	12.92
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	7.38
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	15.68
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	5.54
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	7.38
INDEPENDENT STATIONERS	39528	04/06/2018	Office/Breakroom Supplies	5.53
INGLEWOOD VILLAGE III CONDOMINIUMS	39529	04/06/2018	Legal Fee Reimbursement	973.80
INSLEE, BEST, DOEZIE & RYDER, P.S.	39530	04/06/2018	Feb. 2018 Attorney Services	3,100.00

X. A. Total Check #39474 through #39586 in the amount of \$585,982.51. To...

INSLEE, BEST, DOEZIE & RYDER, P.S.	39530	04/06/2018	Feb. 2018 Attorney Services-Executive	3,536.10
INSLEE, BEST, DOEZIE & RYDER, P.S.	39530	04/06/2018	Feb. 2018 Attorney Services-PW	1,506.50
INSLEE, BEST, DOEZIE & RYDER, P.S.	39530	04/06/2018	Feb. 2018 Attorney Services-CD	346.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	39530	04/06/2018	Feb. 2018 Attorney Services-LakePointe	1,230.70
INSLEE, BEST, DOEZIE & RYDER, P.S.	39530	04/06/2018	Feb. 2018 Attorney Services-DS	2,439.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	39530	04/06/2018	Feb. 2018 Attorney Services-Town Green	520.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	39530	04/06/2018	Feb. 2018 Attorney Services-v.Thompson	1,542.00
INTERNATIONAL BUSINESS INNOVATION	39531	04/06/2018	Membership Renewal	525.00
JA BRENNAN ASSOCIATES, PLLC	39532	04/06/2018	RCO Grant Support Services	2,274.00
JACOBS ENGINEERING GROUP	39533	04/06/2018	1/1-2/23 15-C1411 W. Sammamish Bridge Svcs	113,457.22
KELLY ATKINSON	39534	04/06/2018	City of Kenmore Art Gallery Curate & Install	1,180.00
KING COUNTY FINANCE	39535	04/06/2018	Feb. Adult/Juvenile Detention Work Release/Booking	4,539.17
KING COUNTY OFFICE OF FINANCE	39536	04/06/2018	January Public Defense Indigency Screening	660.68
KING COUNTY RECORDER'S OFFICE	39537	04/06/2018	Certified Copies of Public Records	39.00
KING COUNTY SHERIFF	39538	04/06/2018	Feb. Police Svcs/School District Overtime	7,387.47
KING COUNTY TREASURY	39539	04/06/2018	Lot 3 Blk 2 Ald Manor #14 Tract A of SP #582068	10.87
KING COUNTY TREASURY	39539	04/06/2018	19129 73rd NE Ald. Manor #14 Blk 11	11.08
KING COUNTY TREASURY	39539	04/06/2018	Alderwood Manor #14 Lot 11 Blk 4 N. 60'	667.24
KING COUNTY TREASURY	39539	04/06/2018	Lot 11 Blk 4 Ald Manor #14 Por of Lot 11	12.19
KING COUNTY TREASURY	39539	04/06/2018	18704 73rd NE Lot 56 Blk 13 Ald Manor #14	11.57
KING COUNTY TREASURY	39539	04/06/2018	Lot 58 Blk 13 Ald. Manor #14 Lot 2 of SP #1085026	180.39
KING COUNTY TREASURY	39539	04/06/2018	Lot 58 Blk 13 Ald Manor #14 Lot 1 of SP #1085026	180.10
KING COUNTY TREASURY	39539	04/06/2018	Tract A Amber Heights Drainage	10.94
KING COUNTY TREASURY	39539	04/06/2018	Tract A Ashton Lane Drainage	10.90
KING COUNTY TREASURY	39539	04/06/2018	Tract B Aspen Grove Estates Drainage	10.87
KING COUNTY TREASURY	39539	04/06/2018	Tract A Belmont Heights Drainage	10.96
KING COUNTY TREASURY	39539	04/06/2018	Tract A Berg's Lane Drainage	12.10
KING COUNTY TREASURY	39539	04/06/2018	Tract B Berg's Lane Drainage	12.10
KING COUNTY TREASURY	39539	04/06/2018	TRS A B C Bixby Knoll Div #1	20.37
KING COUNTY TREASURY	39539	04/06/2018	Tract 2 Bridlepath Drainage	12.19
KING COUNTY TREASURY	39539	04/06/2018	Tract 9 Bridlepath Drainage	12.65
KING COUNTY TREASURY	39539	04/06/2018	17125 68th NE Lot 11-26-04 Blk 9142	11.86
KING COUNTY TREASURY	39539	04/06/2018	17415 61st Log Boom Park Lot 11-26-04	3,441.88
KING COUNTY TREASURY	39539	04/06/2018	Lot 11-26-04 Blk 9166 Tract B KCSP #582003	10.87
KING COUNTY TREASURY	39539	04/06/2018	Tract B Brookfield Div No. 02 Drainage	10.90
KING COUNTY TREASURY	39539	04/06/2018	Tract B Cedarlane Drainage	3.25
KING COUNTY TREASURY	39539	04/06/2018	Tract 998 Clearwater Detention	10.97
KING COUNTY TREASURY	39539	04/06/2018	Tract B Clifton Drainage	10.95
KING COUNTY TREASURY	39539	04/06/2018	Tract A Cort Ridge Drainage	27.74
KING COUNTY TREASURY	39539	04/06/2018	Tr A KCSP #970501-9007 Lot 18-26-0526	12.65
KING COUNTY TREASURY	39539	04/06/2018	Tract B Eagle Brook II	10.99
KING COUNTY TREASURY	39539	04/06/2018	Tract 999 Emerald Vue Storm Drainage	178.32
KING COUNTY TREASURY	39539	04/06/2018	Tract 997 Glenbrook Storm Drainage/Open Area	10.89
KING COUNTY TREASURY	39539	04/06/2018	Tract A Inglewood Estates Drainage	10.88
KING COUNTY TREASURY	39539	04/06/2018	Tract B Inglewood Estates Drainage	10.88
KING COUNTY TREASURY	39539	04/06/2018	Tract D Inglewood Estates Drainage	10.87
KING COUNTY TREASURY	39539	04/06/2018	Tract A Inglewood Highlands	178.34
KING COUNTY TREASURY	39539	04/06/2018	Tract B Inglewood Meadows Drainage	10.87
KING COUNTY TREASURY	39539	04/06/2018	Tract A Inglewood Place Detention Pond	10.88
KING COUNTY TREASURY	39539	04/06/2018	Lot 3 Blk C Jacksons Country Club Unrec	10.87
KING COUNTY TREASURY	39539	04/06/2018	Lot 4 Blk D Jacksons Country Club Unrec	12.66
KING COUNTY TREASURY	39539	04/06/2018	Lot 9 Lake Forest Park Hills	10.89
KING COUNTY TREASURY	39539	04/06/2018	Tract C Leopold Addition Drainage	10.90
KING COUNTY TREASURY	39539	04/06/2018	Tract K McDonald Highlands Storm Water Detention	10.92

KING COUNTY TREASURY	39539	04/06/2018	Lot 4 Blk 1 Moorland Gardens Unrec Tr X	10.90
KING COUNTY TREASURY	39539	04/06/2018	Lot 3 Blk C Moorland Hts Unrec Tr B	12.12
KING COUNTY TREASURY	39539	04/06/2018	Lot 5 Blk G Moorland Hts Unrec Tr X	10.90
KING COUNTY TREASURY	39539	04/06/2018	Lot 8 Blk I Moorland Hts Unrec Tr 96	10.92
KING COUNTY TREASURY	39539	04/06/2018	Lot 1-2 Blk 3 Moorlands Unrec Tr A	10.87
KING COUNTY TREASURY	39539	04/06/2018	Lot 3 Blk 6 Moorlands Unrec Tract C	10.88
KING COUNTY TREASURY	39539	04/06/2018	Lot 4 Moorlands Unrec Tr Y KCSP S89S0243	10.87
KING COUNTY TREASURY	39539	04/06/2018	Tract H Nelson Gardens	12.65
KING COUNTY TREASURY	39539	04/06/2018	Tract I Nelson Gardens	12.64
KING COUNTY TREASURY	39539	04/06/2018	Tract J Nelson Gardens	12.64
KING COUNTY TREASURY	39539	04/06/2018	Tract A Northlake Heights #5 Open Area	11.12
KING COUNTY TREASURY	39539	04/06/2018	Tract A Northshore Glen Drainage	24.59
KING COUNTY TREASURY	39539	04/06/2018	Tract B Northshore Glen Access	27.00
KING COUNTY TREASURY	39539	04/06/2018	Tract A Park At Inglemoor Drainage	12.11
KING COUNTY TREASURY	39539	04/06/2018	Tract B Park At Inglemoor Drainage	12.15
KING COUNTY TREASURY	39539	04/06/2018	Tract F Park At Inglemoor Drainage	12.20
KING COUNTY TREASURY	39539	04/06/2018	Tract H Park At Inglemoor Drainage	12.11
KING COUNTY TREASURY	39539	04/06/2018	Tract A Prestige Heights Open Area	10.95
KING COUNTY TREASURY	39539	04/06/2018	Tract B Prestige Heights Open Area	12.15
KING COUNTY TREASURY	39539	04/06/2018	Tract C Shadowbrook No. 01 Drainage	178.42
KING COUNTY TREASURY	39539	04/06/2018	Tract 999 Warburton Drainage	170.59
KING COUNTY TREASURY	39540	04/06/2018	VOID	-
KING COUNTY TREASURY	39541	04/06/2018	VOID	-
KING COUNTY TREASURY	39542	04/06/2018	VOID	-
KPFF CONSULTING ENGINEERS	39543	04/06/2018	68th Ave Ped/Bike Services through 1/26/18	11,877.70
KPFF CONSULTING ENGINEERS	39544	04/06/2018	15-C1484 68th Ave Professional Svcs through 2/23	16,439.66
LAKE HARRISON ESTATES	39545	04/06/2018	Cash Deposit Refund - ENG15-1125	7,500.00
MILLER STEPHENS, MARY	39546	04/06/2018	March 2018 Public Defense Services	1,250.00
MOTT MACDONALD GROUP, INC.	39547	04/06/2018	Log Boom Park Preliminary Design	33,462.48
MOTT MACDONALD GROUP, INC.	39548	04/06/2018	Squire Landing Preliminary Design	15,876.86
MUMMA, RYAN	39549	04/06/2018	Conference Parking & Mileage, & Supplies	35.34
MUMMA, RYAN	39549	04/06/2018	Conference Parking & Mileage, & Supplies	24.00
MUMMA, RYAN	39549	04/06/2018	Conference Parking & Mileage, & Supplies	99.74
MUNIMANAGE, LLC	39550	04/06/2018	March 2018 LakePointe Consulting	5,625.00
MUNIMANAGE, LLC	39551	04/06/2018	March 2018 Public Works Consulting	4,290.00
NORTH COAST ELECTRIC COMPANY	39552	04/06/2018	City Hall Light Bulbs	17.25
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 City Hall Irrigation	138.50
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 City Hall Water/Sewer	537.43
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 68th/SR522 ROW Irrigation	69.25
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 83rd/SR522 Irrigation	65.79
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 7321 NE 192nd Water Fill Station	21.80
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 Northshore Summit Park Irrigation	27.70
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 67th/181st ROW Irrigation	27.70
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 Hangar Bldg. Water/Sewer	398.25
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 68th-73rd/181st ROW Irrigation	69.25
NORTHSHORE UTILITY DIST	39553	04/06/2018	1/15-3/15 Town Square Irrigation	69.25
OFFICE DEPOT	39554	04/06/2018	Office Supplies	1.73
OFFICE DEPOT	39554	04/06/2018	Office Supplies	1.30

X. A. Total Check #39474 through #39586 in the amount of \$585,982.51. To...

OFFICE DEPOT	39554	04/06/2018	Office Supplies	9.10
OFFICE DEPOT	39554	04/06/2018	Office Supplies	3.90
OFFICE DEPOT	39554	04/06/2018	Office Supplies	1.73
OFFICE DEPOT	39554	04/06/2018	Office Supplies	6.07
OFFICE DEPOT	39554	04/06/2018	Office Supplies	3.47
OFFICE DEPOT	39554	04/06/2018	Office Supplies	7.38
OFFICE DEPOT	39554	04/06/2018	Office Supplies	2.60
OFFICE DEPOT	39554	04/06/2018	Office Supplies	3.47
OFFICE DEPOT	39554	04/06/2018	Office Supplies	2.60
OFFICE DEPOT	39555	04/06/2018	Office Supplies	12.56
OFFICE DEPOT	39555	04/06/2018	Office Supplies	9.42
OFFICE DEPOT	39555	04/06/2018	Office Supplies	182.54
OFFICE DEPOT	39555	04/06/2018	Office Supplies	28.26
OFFICE DEPOT	39555	04/06/2018	Office Supplies	12.56
OFFICE DEPOT	39555	04/06/2018	Office Supplies	43.98
OFFICE DEPOT	39555	04/06/2018	Office Supplies	25.12
OFFICE DEPOT	39555	04/06/2018	Office Supplies	53.39
OFFICE DEPOT	39555	04/06/2018	Office Supplies	18.84
OFFICE DEPOT	39555	04/06/2018	Office Supplies	25.12
OFFICE DEPOT	39555	04/06/2018	Office Supplies	18.85
OFFICE DEPOT	39556	04/06/2018	Office Supplies	7.49
OFFICE DEPOT	39556	04/06/2018	Office Supplies	20.89
OFFICE DEPOT	39556	04/06/2018	Office Supplies	54.98
OFFICE DEPOT	39557	04/06/2018	Printer Toner & TV Cable	78.09
OFFICE DEPOT	39557	04/06/2018	Printer Toner & TV Cable	6.55
OFFICE TEAM	39558	04/06/2018	Front Desk Temporary Worker-3/23/18	204.40
OFFICE TEAM	39559	04/06/2018	Front Desk Temp Employee-3/30/18	204.40
PASSPORT TRAVEL AND TOURS	39560	04/06/2018	Airfare to APA Conference New Orleans N. Ousley	829.00
PETERSON, JANET	39561	04/06/2018	Ergonomic Workstation Evaluation	350.00
PHSI PURE HEALTH SOLUTIONS INC.	39562	04/06/2018	City Hall Filtered Water	101.09
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 15252 Simonds Flashing Crosswalk	10.55
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 15000 84th School Zone	21.42
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/15 City Hall Gas	1,120.72
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 Inglemoor Traffic Signal	95.64
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 19016 73rd School Zone	10.55
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/15 Incubator Bldg. Gas/Electric	529.15
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 Log Boom Park Restroom	150.04
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 145th/Juanita Traffic Signal	59.61
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 6100 NE 181st Traffic Signal	63.07
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 7125 170th Radar Sign	10.55
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 14944 Juanita Dr. School Zone	21.10
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 68th/181st Traffic Signal	111.39
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 18048 68th Tree Receptacles	13.70
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 6744 Bothell Wy Tree Receptacles	27.86
PUGET SOUND ENERGY	39563	04/06/2018	2/1-3/2 Traffic Signals	12.50
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 7016 Bothell Wy Tree Receptacles	26.80
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 7232 Bothell Wy Tree Receptacles	10.55
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 73rd/181st Traffic Signal	119.80
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 16450 Juanita Radar Sign	11.50
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 16644 Simonds Radar Sign	10.86
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 18906 61st Radar Sign	10.86
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 6656 Arrowhead Radar Sign	10.55
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 7504 155th Radar Sign	10.65
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 6625 Arrowhead Radar Sign	10.55

X. A. Total Check #39474 through #39586 in the amount of \$585,982.51. To...

PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 Boat Launch Restroom	16.85
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 Squire's Landing	220.03
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/15 Town Square & Hangar Electricity	820.94
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/15 Town Square & Hangar Gas	309.70
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 Moorlands Park	26.31
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/16 Rhododendron Park	654.86
PUGET SOUND ENERGY	39563	04/06/2018	2/13-3/15 Multilple Streetlights	8,936.13
PUGET SOUND ENERGY	39564	04/06/2018	VOID	-
PUGET SOUND ENERGY	39565	04/06/2018	VOID	-
PUGET SOUND ENERGY	39566	04/06/2018	2/13-3/16 19030 61st Radar Sign	10.65
SARAH ROBERTS	39567	04/06/2018	March 2018 Prosecution Services	11,161.17
SEATTLE TIMES	39568	04/06/2018	Legal Notice Advertisement	178.40
SHRED-IT USA LLC	39569	04/06/2018	Shredding Services	67.93
SITTS & HILL ENGINEERS, INC.	39570	04/06/2018	Rhododendron Park Float Consulting	1,115.47
SREBNIK, DEBRA	39571	04/06/2018	NLC Conf. Meals, Transportation, & Parking	314.42
STANLEY PATRICK STRIPING COMPANY	39572	04/06/2018	182nd/191st Curbing Retainage	1,523.00
STARDOM SERVICES, INC.	39573	04/06/2018	March 2018 Incubator Janitorial Services	510.00
STEWART TITLE COMPANY	39574	04/06/2018	Juanita Drive Title Report	323.40
STREETSAVER	39575	04/06/2018	VOID	-
SUPERION, LLC	39576	04/06/2018	Trak-It Training	1,769.21
T-MOBILE USA, INC.	39577	04/06/2018	Bldg. Inspector Data Plans	38.83
TOWN CENTER HARDWARE	39578	04/06/2018	Vehicle Maintenance	26.33
TUFF SHED, INC	39579	04/06/2018	Moorlands Park Shed	6,046.70
TYLER TECHNOLOGIES, INC.	39580	04/06/2018	Tvler Software Training	137.50
VAUGHAN, KENT	39581	04/06/2018	Hank Heron Fireworks Poster Ad Artwork	300.00
WA STATE DEPT OF LABOR & INDUSTRIES	39582	04/06/2018	Annual Elevator Operating Certificate	141.60
WASHINGTON STATE PATROL	39583	04/06/2018	Feb. 2018 Sammamish Bridge Enforcement	476.83
WILLIAMS, KASTNER & GIBBS PLLC	39584	04/06/2018	Feb. 2018 Attorney Services	3,194.72
ZUMAR	39585	04/06/2018	Street Signs	155.43
METROPOLITAN TRANS. COMMISSION	39586	04/06/2018	StreetSaver Annual Subscription 5/1/18-4/30/19	1,500.00
TERRI BIELENBERG	10087	03/30/2018	Pavroll Check	1,216.54
NAVIA	DFT0000133	03/30/2018	Employee Flexible Spending Account	153.85
NAVIA	DFT0000133	03/30/2018	Employee Flexible Spending Account	173.50
NAVIA	DFT0000133	03/30/2018	Employee Flexible Spending Account	85.38
NAVIA	DFT0000133	03/30/2018	Employee Flexible Spending Account	96.15
BANK OF AMERICA 941	DFT0000134	03/30/2018	Federal Taxes	928.26
BANK OF AMERICA 941	DFT0000134	03/30/2018	Federal Taxes	2,869.84
BANK OF AMERICA 941	DFT0000134	03/30/2018	Federal Taxes	9,230.54
BANK OF AMERICA 941	DFT0000134	03/30/2018	Federal Taxes	383.20
BANK OF AMERICA 941	DFT0000134	03/30/2018	Federal Taxes	1,016.71
BANK OF AMERICA 941	DFT0000134	03/30/2018	Federal Taxes	269.02
BANK OF AMERICA 941	DFT0000134	03/30/2018	Federal Taxes	1,007.83
PAYROLL	Direct Deposit 03/30/2018	Direct Deposit		84,459.48
GRAND TOTAL				<u>\$687,872.81</u>



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2018 - 04/06/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0002	ACTION ENTERTAINMENT	500.00
0014	AMERICAN PLANNING ASSOCIATION	1,240.00
0022	ASSOCIATION OF WA CITIES	16,115.00
0024	BAKER, DAVID	1,697.71
0037	BASTYR UNIVERSITY	200.00
0047	BRAVO ENVIRONMENTAL , NW INC.	96.00
0054	BULGER SAFE & LOCK, INC.	593.42
0064	CASCADE PEST CONTROL	286.00
0067	CENTER FOR HUMAN SERVICES	5,250.00
0076	CITY OF BELLEVUE	8,353.00
0083	CITY OF LAKE FOREST PARK	266,705.61
0092	CODE PUBLISHING COMPANY	402.10
0099	CONSOLIDATED PRESS	6,319.55
0106	CROWN PRODUCTS LLC	981.05
0111	DEPARTMENT OF ECOLOGY	190.00
0121	REPUBLIC SERVICES	2,266.05
0137	FERGUSON ENTERPRISES INC #1539	950.44
0145	FRUHLING SAND & TOPSOIL	650.00
0151	CALPORTLAND COMPANY	771.27
0152	GOVERNMENT FINANCE OFFICERS ASSOC	190.00
0173	HOME DEPOT CREDIT SERVICES	206.92
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	45,967.43
0197	JET CITY PRINTING	301.13
0201	KCDA PURCHASING COOP	11,858.36
0206	KENMORE MIDDLE SCHOOL	2,463.62
0213	KING COUNTY ANIMAL SVCS	1,050.00
0218	KING COUNTY FINANCE	1,466.80
0219	KING COUNTY FINANCE	94,604.07
0224	SOUND PUBLISHING, INC.	900.00
0229	KING COUNTY OFFICE OF FINANCE	1,079.71
0230	KING COUNTY RADIO COMM SERVICES	300.30
0233	KING COUNTY SHERIFF	20,697.59
0235	KING COUNTY TREASURY	14,935.53
0246	LAKE CITY PICTURE FRAMING	257.85
0251	LIGHTHOUSE CONSULTING INC	15,534.83
0261	MICHAEL PENDLETON	3,505.20
0267	MR. T'S TROPHIES	217.53
0285	NORTHSHORE FIRE DEPT	1,060.00
0287	NORTHSHORE SENIOR CENTER	7,900.00
0288	NORTHSHORE UTILITY DIST	11,954.82
0289	NORTHSHORE YMCA	1,625.00
0290	NORTHSHORE YOUTH & FAMILY SERVICES	4,000.00
0292	HONEY BUCKET	430.10
0299	EBIX, INC./ TOPHEALTH	118.27
0300	OFFICE DEPOT	2,453.60
0302	OFFICE TEAM	3,408.53
0314	PETTY CASH CUSTODIAN	392.12
0327	PUGET SOUND CLEAN AIR AGENCY	18,341.00
0328	PUGET SOUND ENERGY	59,908.73
0329	PUGET SOUND FINANCE OFFICERS ASSOC	50.00
0345	SEATTLE TIMES	1,436.80
0355	STAPLES ADVANTAGE	1,689.20

X. A. Total Check #39474 through #39586 in the amount of \$585,982.51. To...

Vendor Purchasing Report

For Date Range 01/01/2018 - 04/06/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0356	STATE AUDITOR'S OFFICE	673.20
0357	STEWART MACNICHOLS HARMELL, INC.	15,000.00
0359	SOUND CITIES ASSOC	45.00
0365	TOTAL LANDSCAPE CORP	16,814.35
0371	UNITED STATES POSTMASTER	4,927.07
0374	URBAN LAND INSTITUTE	220.00
0375	US POSTAL SERVICE (HASLER)	5,008.86
0386	WA ASSOC OF CODE ENFORCEMENT	40.00
0387	WA CITIES INSURANCE AUTHORITY	274,278.00
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
0401	WA STATE DEPT OF TRANSPORTATION	1,381.25
0412	COLUMBIA RIDGE LANDFILL	3,201.15
0419	WONDERLAND DEVELOPMENT	1,250.00
0422	NATIONWIDE FINANCIAL 401a	92,199.62
0423	NATIONWIDE RETIREMENT SOLUTIONS 457	2,275.00
0424	ICMA RETIREMENT TRUST 457 - 304745	28,816.34
0425	DRS 457	2,970.00
0426	AFLAC	981.30
0428	BANK OF AMERICA 941	109,204.08
0429	AWC EMPLOYEE BENEFITS	136,819.29
0431	DEPARTMENT OF RETIREMENT SYSTEMS	158,091.26
0432	DEPARTMENT OF LABOR AND INDUSTRIES	9,938.93
0434	UNITED WAY OF KING COUNTY	522.27
0436	NATIONAL LIFE OF VERMONT	369.51
0448	UPS STORE	2.58
0449	ACF WEST INC	156.75
0484	CITY WIDE FENCE COMPANY, INC	1,172.60
0497	DAY WIRELESS SYSTEMS	76.79
0501	MACLEOD RECKORD	3,356.60
0550	KING COUNTY RECORDER'S OFFICE	39.00
0558	SNOHOMISH COUNTY	4,179.00
0564	AMERICAN PUBLIC WORKS ASSOCIATION	120.00
0586	MAIL FINANCE	706.20
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	5,720.00
0594	RANDALL, BRIAN	519.60
0639	KONICA MINOLTA BUSINESS SOLUTIONS	668.74
0641	TELESYSTEMS WEST	137.51
0675	BANNER BANK CS	612.44
0685	PACE ENGINEERS, INC.	82,492.48
0689	DIGITAL REPROGRAPHICS SERVICES INC.	241.18
0690	BUILDERS EXCHANGE OF WASHINGTON INC	45.00
0692	HDR ENGINEERING, INC	169,750.27
0696	AMERICAN GENERAL LIFE GPO-4005	1,061.04
0699	BANNER BANK DB	716.03
0743	BANNER BANK NO	2,371.23
0764	OUSLEY, NANCY	204.22
0781	QUALITY BUSINESS SYSTEMS INC.	3,413.70
0788	CURTIS, DR. MILTON	59.43
0791	NORTHSHORE ROTARY CLUB	220.00
0800	BANNER BANK JG	4,969.82
0817	GRAINGER	153.19
0834	BANNER BANK KENMORE	6,609.17
0852	GREGORY, JOANNE	404.60
0858	A+ CONFERENCING	111.72
0868	JAYMARC - AV	8,990.29
0869	BANNER BANK JGORDON	2,675.49
0892	JACOBS ENGINEERING GROUP	170,896.41
0898	ZONAR SYSTEMS	527.73

X. A. Total Check #39474 through #39586 in the amount of \$585,982.51. To...

Vendor Purchasing Report

For Date Range 01/01/2018 - 04/06/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0899	SHRED-IT USA LLC	488.99
0912	ALCALDE & FAY	15,058.50
0913	KENMORE ELEMENTARY PTA	1,250.00
0937	ZUMAR	388.01
0981	COMCAST BUSINESS	7,584.51
0983	PASSPORT TRAVEL AND TOURS	1,832.60
0994	GORDON THOMAS HONEYWELL	11,948.23
1000	JRW ENTERPRISES	2,516.78
1003	iWORQ SYSTEMS	2,800.00
1010	TOWN CENTER HARDWARE	238.86
1045	HORIZON DISTRIBUTORS INC	142.80
1047	SARAH ROBERTS	33,483.51
1052	FIRE PROTECTION, INC	1,398.00
1068	WA STATE DEPT OF LABOR & INDUSTRIES	141.60
1114	PHSI PURE HEALTH SOLUTIONS INC.	303.27
1116	FRONTIER	2,115.86
1123	AM TEST, INC	450.00
1131	SUSSMAN/PREJZA & CO, INC	1,350.00
1140	PAWS	1,302.00
1152	WASHINGTON ENERGY SERVICES CO. LLC	36.75
1161	INDEPENDENT STATIONERS	166.01
1177	WELLS FARGO FINANCIAL	1,239.46
1181	BANNER BANK BH	2,347.89
1192	HOPKINS, CRAIG	188.04
1193	DEVRIES, DENIS	83.94
1197	MILLER STEPHENS, MARY	3,750.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	1,925.00
1222	OLSON BROTHERS PRO-VAC	9,681.10
1259	PERTEET INC.	68,812.97
1266	AAA FLAG & BANNER MFG. CO., INC.	3,022.34
1291	SCHNEE, CARLA	404.60
1299	VERIZON WIRELESS	1,078.24
1309	BANNER BANK BAKER	3,142.00
1311	WASHINGTON STATE PATROL	1,528.25
1313	GREATER BOTHELL CHAMBER OF COMMERCE	2,100.00
1326	JOYCE ZIKER PARKINSON	542.50
1327	HWA GEOSCIENCES INC.	1,120.44
1337	STATE OF WA DEPT. OF LICENSING	6.00
1339	STATE OF WA DEPARTMENT OF LICENSING	30.00
1342	PETERSON, JANET	350.00
1357	KENMORE COMMERCIAL LLC	9,953.39
1358	ALPHAGRAPHS	632.29
1363	INNOVAC	10,351.01
1370	WINTERBOURNE LANDSCAPE	577.51
1385	CITYWORKS/ AZTECA SYSTEMS INC.	22,000.00
1390	UTILITIES UNDERGROUND LOCATION CTR	366.36
1403	OSBORN CONSULTING INC.	6,343.40
1431	BRIEN, GAYLYNN	150.00
1437	VOLGISTICS, INC	540.00
1452	CITY OF KENT	500.00
1456	HESTON VISUAL ARTS	863.50
1457	LANGUAGE LINE SERVICES, INC.	17.18
1459	FLEMINGS HOLIDAY LIGHTING LLC	5,768.62
1479	A V CAPTURE ALL	4,740.12
1480	VERTICAL VISUAL SOLUTIONS INC.	11,811.25
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	175.00
1504	SCORE	40,638.11
1540	A-1 LANDSCAPING AND CONSTRUCTION, INC	90,359.82

Vendor Purchasing Report

For Date Range 01/01/2018 - 04/06/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1541	HEWITT	2,255.00
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1550	HANSEN, COREY	20,240.00
1552	DENUSKI, STACEY	46.70
1555	LINCOLN NATIONAL LIFE INSURANCE	3,108.44
1577	MUMMA, RYAN	259.63
1581	STARDOM SERVICES, INC.	1,530.00
1590	HERMANSON COMPANY, LLP	817.85
1598	HELMETS R US INC	208.97
1606	GALLATIN PUBLIC AFFAIRS	7,000.00
1607	SCHOCK, BRETT	137.00
1609	MARSHBANK CONSTRUCTION	8,567.54
1634	SREBNIK, DEBRA	314.42
1657	STEWART TITLE COMPANY	7,855.10
1661	WHITEMAN, TELA	199.00
1673	KPFF CONSULTING ENGINEERS	53,374.00
1689	MOTT MACDONALD GROUP, INC.	116,472.19
1690	SITTS & HILL ENGINEERS, INC.	4,650.47
1704	BANNER BANK RK	5,435.25
1711	SOFTWAREONE, INC.	8,925.18
1715	THE WIDE FORMAT COMPANY	770.00
1718	RESOURCE EXPLORATION, LLC	20,000.00
1719	SALTER, JON	333.50
1721	GOOD TO GO	22.75
1726	UNITED STATES TREASURY	30.30
1731	NORTHWEST ARBORICULTURE LLC	11,953.02
1734	TOP TO BOTTOM JANITORIAL, INC.	13,424.00
1738	MUNIMANAGE, LLC	41,055.00
1739	FIX AUTO	2,875.38
1762	BAKER, BRIDGIT	149.16
1785	ECOSS	2,594.20
1786	TYLER TECHNOLOGIES, INC.	137.50
1798	OLBRECHTS & ASSOCIATES, PLLC	1,072.50
1806	RYCO EQUIPMENT, INC.	1,155.00
1816	NAVIA	4,487.16
1819	COSTTREE, LLC	3,000.00
1822	ECO-COUNTER	840.00
1826	MCCLURE AND SONS, INC.	5,794.00
1828	QUALITY BUSINESS SYSTEMS - WELLS FARGO	2,026.59
1843	TUFF SHED, INC	6,046.70
1848	STANLEY PATRICK STRIPING COMPANY	23,417.50
1852	STANTON, ANN	57.77
1859	IRON CREEK CONSTRUCTION LLC	1,820.63
1873	ENGINEERING/REMEDATION RES. GROUP	12,276.05
1879	HOLMBERG COMPANY	10,732.60
1884	CADMAN MATERIALS, INC.	1,048.19
1889	WILLIAMS, KASTNER & GIBBS PLLC	4,043.39
1900	ASPECT CONSULTING LLC	3,337.47
1901	NORTH COAST ELECTRIC COMPANY	160.09
1908	VAUGHAN, KENT	300.00
1920	BERGER PARTNERSHIP	2,865.00
1930	T-MOBILE USA, INC.	49.44
1932	U.S. BANK N.A. - CUSTODY	156.00
1936	SUPERION, LLC	1,769.21
1944	OHNO CONSTRUCTION	10,812.80
1946	FALL PROZ INC	3,886.00
1960	WALTER E. NELSON CO.	368.18
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	605.00

X. A. Total Check #39474 through #39586 in the amount of \$585,982.51. To...

Vendor Purchasing Report

For Date Range 01/01/2018 - 04/06/2018

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1962	BANNER BANK SKROGH	691.96
1964	EARTHWORKS	14,167.65
1975	COMMUNITY ATTRIBUTES INC.	20,006.50
1980	HRA VEBE TRUST	13,950.00
1982	CRAWFORD ELECTRIC	366.55
1985	CONTRACT LAND STAFF LLC	2,580.55
1987	KITSAP CONFERENCE CENTER	124.69
1989	WA TRAFFIC SAFETY COMMISION	103.49
1990	GLOCK PROFESSIONAL, INC.	500.00
1991	WASHINGTON STATE TREASURER	6,570.28
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	2,000.00
1995	REY TRANSLATIONS	1,755.76
1997	BARCLAY DEAN ARCHITECTURAL PRODUCTS, LLC	115.50
1998	JOHNSTON GROUP, LLC	5,425.00
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	20.00
2000	WILLIAMS MECHANICAL, INC.	2,931.50
2001	PETERSEN BROTHERS, INC.	1,994.16
2002	GHOEBANI, FARIBA	472.00
2003	INNOVATIVE COMFORT SYSTEMS, INC.	255.15
2004	RED BARN ENGINEERING, INC.	291.77
2005	VAN DYK, JOE	850.00
2006	SOMOL HAMASAKI, KRIS	36.75
2007	HYDROPOINT DATA SYSTEMS, INC.	258.50
2008	MEAD GILMAN & ASSOCIATES	40.00
2009	O'CONNOR CONSULTING GROUP, LLC	5,000.00
2010	JUDHA OF LION LANDSCAPING	21,890.00
2011	PLAN TO PERMIT, LLC	1,265.00
2012	DDK DESIGNS, LLC	35.38
2013	THE POTTING SHED	1,787.50
2015	INGLEWOOD VILLAGE III CONDOMINIUMS	973.80
2017	DARRELL THOMSON	5,781.00
2018	LAKE HARRISON ESTATES	7,500.00
2019	EMERALD CITY STATEWIDE	2,046.00
2020	KELLY ATKINSON	1,180.00
2021	GEOTERRA, INC.	2,024.00
2022	JA BRENNAN ASSOCIATES, PLLC	2,274.00
2023	HR&A ADVISORS, INC	47,875.00
2024	DFR LAW GROUP, LLC	1,200.00
Vendor Set Vendor Set 01 Total:		2,989,754.40



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Grant Applications for Park Development Funding Assistance

Proposed Council Action/Motion: Adopt four Resolutions #18-309 through 18-312 authorizing the city to apply for four park development grants from the Washington State Recreation and Conservation Office for Squire's Landing and Log Boom Parks.

For Council Meeting Agenda of: April 23, 2018

Department: Community Development

Prepared by: Maureen Colaizzi, Park Project Manager and Debbie Bent, Community Development Director

Approved by Department Head: Initial & Date DB 4/12/18

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

4/13/18
AKO & RK

13 APR 2018

Exhibits/Attachments:

1. Resolution No. 18-309: Squire's Landing Waterfront & Natural Open Space Access Development Project (ALEA) 18-1535 D
2. Resolution No. 18-310: Squire's Landing Waterfront & Natural Area Access Development Project (WWRP-WA) 18-1536 D
3. Resolution No. 18-311: Log Boom Park Waterfront Access & Viewing Improvement Project (ALEA) 18-1437 D
4. Resolution No. 18-312: Log Boom Park Waterfront Access & Viewing Improvement Project (WWRP-WA) 18-1442 D

INFORMATION/BACKGROUND: Staff is requesting Council pass resolutions authorizing the City to apply for four grants from the Washington State Recreation and Conservation Office (RCO). RCO grant applications are on a two-year cycle, in even calendar years. The grant application deadline is 5/1/18.

Grant funding assistance is available for eligible park development expenses in a variety of programs from the RCO. Park projects recommended for 2018 grant requests are:

- Squire's Landing Waterfront & Natural Open Space Access Development Project, and
- Log Boom Park Waterfront Access & Viewing Improvement Project.

City Council authorization is requested to submit four applications to the following RCO Grant Programs:

- Aquatic Lands Enhancement Account (ALEA). Two grant applications; one grant application for each park project listed above (See attachment #1 and 3). ALEA grants may be used to provide or improve public access to the waterfront. The grant request limit is \$500,000 with a required 50% match. The 50% City match will be Walkways & Waterways Bond funds, and/or WWRP-WA grant funds if the City is successful in also receiving this grant.
- Washington Wildlife and Recreation Outdoor Recreation Account- Water Access Category (WWRP-WA). Two grant applications; one grant application for each park project listed above (See attachments #2 and #4). WWRP-WA Water Access grants provide funding for projects that provide access to the water for non-motorized boating and water related recreation. There is no request limit for development projects under the Water Access category. A 50% match is required. The 50% City match will be Walkways & Waterways Bond funds, and ALEA grant funds if the City is successful in receiving both grants.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goals:

- Goals #2 To implement the Walkways and Waterways projects.
- Goal #5 To advance the public's access and connection to the waterfront



Comprehensive Plan Park Recreation and Open Space Plan Policies:

- Policy 5.1.3 Consider providing new facilities and facility upgrades to existing park lands to support new or existing recreation opportunities where appropriate.
- Policy 7.1.4 Identify, and actively seek potential grant funding assistance from public and private sources for renovation of Kenmore park lands.

Attachment 1

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-309**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH WE SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

**PROJECT(S) NUMBER(S), AND NAME(S) 18-1535 D,
SQUIRE'S LANDING WATERFRONT & OPEN SPACE
ACCESS (ALEA) APPLICATION**

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Attachment 1

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *Recreation and Conservation Funding Board Grant Programs* - If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *Development, Projects* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
13. This resolution/authorization is deemed to be part of the formal grant application to the Office.
14. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our

Attachment 1

organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

15. Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
16. This resolution/authorization is deemed to be part of the formal grant application to the Office.
17. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL, 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form Brian Staller 1/19/18
Assistant Attorney General Date

Attachment 2

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-310**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH THE CITY SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

**PROJECT(S) NUMBER(S), AND NAME(S) 18-1536 D,
SQUIRE'S LANDING WATERFRONT & NATURAL
AREA ACCESS (WWRP-WA) APPLICATION**

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at:
<https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Attachment 2

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *Recreation and Conservation Funding Board Grant Programs* - If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *Development, Projects* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
13. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition

Attachment 2

and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

14. This resolution/authorization is deemed to be part of the formal grant application to the Office.
15. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Toller

1/19/18

Assistant Attorney General

Date

Attachment 3

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-311**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH THE CITY SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

PROJECT(S) NUMBER(S), AND NAME(S) 18-1437 D LOG BOOM PARK WATERFRONT ACCESS & VIEWING PROJECT (ALEA) APPLICATION

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Attachment 3

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *Recreation and Conservation Funding Board Grant Programs* - If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *Development, Projects* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
13. This resolution/authorization is deemed to be part of the formal grant application to the Office.
14. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our

Attachment 3

organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

15. Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
16. This resolution/authorization is deemed to be part of the formal grant application to the Office.
17. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Staller

1/19/18

Assistant Attorney General

Date

Attachment 4

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-312**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH THE CITY SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

PROJECT(S) NUMBER(S), AND NAME(S) 18-1442 D LOG BOOM PARK WATERFRONT ACCESS & VIEWING (WWRP-WA) APPLICATION

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at:
<https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Attachment 4

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
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13. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition

Attachment 4

and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

14. This resolution/authorization is deemed to be part of the formal grant application to the Office.
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A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Staller

1/19/18

Assistant Attorney General

Date



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Grant Applications for Park Development Funding Assistance

Proposed Council Action/Motion: Adopt four Resolutions #18-309 through 18-312 authorizing the city to apply for four park development grants from the Washington State Recreation and Conservation Office for Squire's Landing and Log Boom Parks.

For Council Meeting Agenda of: April 23, 2018

Department: Community Development

Prepared by: Maureen Colaizzi, Park Project Manager and Debbie Bent, Community Development Director

Approved by Department Head: Initial & Date DB 4/12/18

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

4/13/18
AKO & RK

13 APR 2018

Exhibits/Attachments:

1. Resolution No. 18-309: Squire's Landing Waterfront & Natural Open Space Access Development Project (ALEA) 18-1535 D
2. Resolution No. 18-310: Squire's Landing Waterfront & Natural Area Access Development Project (WWRP-WA) 18-1536 D
3. Resolution No. 18-311: Log Boom Park Waterfront Access & Viewing Improvement Project (ALEA) 18-1437 D
4. Resolution No. 18-312: Log Boom Park Waterfront Access & Viewing Improvement Project (WWRP-WA) 18-1442 D

INFORMATION/BACKGROUND: Staff is requesting Council pass resolutions authorizing the City to apply for four grants from the Washington State Recreation and Conservation Office (RCO). RCO grant applications are on a two-year cycle, in even calendar years. The grant application deadline is 5/1/18.

Grant funding assistance is available for eligible park development expenses in a variety of programs from the RCO. Park projects recommended for 2018 grant requests are:

- Squire's Landing Waterfront & Natural Open Space Access Development Project, and
- Log Boom Park Waterfront Access & Viewing Improvement Project.

City Council authorization is requested to submit four applications to the following RCO Grant Programs:

- Aquatic Lands Enhancement Account (ALEA). Two grant applications; one grant application for each park project listed above (See attachment #1 and 3). ALEA grants may be used to provide or improve public access to the waterfront. The grant request limit is \$500,000 with a required 50% match. The 50% City match will be Walkways & Waterways Bond funds, and/or WWRP-WA grant funds if the City is successful in also receiving this grant.
- Washington Wildlife and Recreation Outdoor Recreation Account- Water Access Category (WWRP-WA). Two grant applications; one grant application for each park project listed above (See attachments #2 and #4). WWRP-WA Water Access grants provide funding for projects that provide access to the water for non-motorized boating and water related recreation. There is no request limit for development projects under the Water Access category. A 50% match is required. The 50% City match will be Walkways & Waterways Bond funds, and ALEA grant funds if the City is successful in receiving both grants.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goals:

- Goals #2 To implement the Walkways and Waterways projects.
- Goal #5 To advance the public's access and connection to the waterfront



Comprehensive Plan Park Recreation and Open Space Plan Policies:

- Policy 5.1.3 Consider providing new facilities and facility upgrades to existing park lands to support new or existing recreation opportunities where appropriate.
- Policy 7.1.4 Identify, and actively seek potential grant funding assistance from public and private sources for renovation of Kenmore park lands.

Attachment 1

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-309**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH WE SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

**PROJECT(S) NUMBER(S), AND NAME(S) 18-1535 D,
SQUIRE'S LANDING WATERFRONT & OPEN SPACE
ACCESS (ALEA) APPLICATION**

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Attachment 1

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
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organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

15. Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
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PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL, 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Staller

1/19/18

Assistant Attorney General

Date

Attachment 2

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-310**

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**PROJECT(S) NUMBER(S), AND NAME(S) 18-1536 D,
SQUIRE'S LANDING WATERFRONT & NATURAL
AREA ACCESS (WWRP-WA) APPLICATION**

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at:
<https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

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4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
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David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Toller

1/19/18

Assistant Attorney General

Date

Attachment 3

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-311**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH THE CITY SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

PROJECT(S) NUMBER(S), AND NAME(S) 18-1437 D LOG BOOM PARK WATERFRONT ACCESS & VIEWING PROJECT (ALEA) APPLICATION

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
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Attachment 3

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15. Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
16. This resolution/authorization is deemed to be part of the formal grant application to the Office.
17. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Staller

1/19/18

Assistant Attorney General

Date

Attachment 4

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-312**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH THE CITY SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

PROJECT(S) NUMBER(S), AND NAME(S) 18-1442 D LOG BOOM PARK WATERFRONT ACCESS & VIEWING (WWRP-WA) APPLICATION

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at:
<https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Attachment 4

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *Recreation and Conservation Funding Board Grant Programs* - If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *Development, Projects* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
13. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition

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and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

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CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form Brian Staller 1/19/18
Assistant Attorney General Date



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Grant Applications for Park Development Funding Assistance

Proposed Council Action/Motion: Adopt four Resolutions #18-309 through 18-312 authorizing the city to apply for four park development grants from the Washington State Recreation and Conservation Office for Squire's Landing and Log Boom Parks.

For Council Meeting Agenda of: April 23, 2018

Department: Community Development

Prepared by: Maureen Colaizzi, Park Project Manager and Debbie Bent, Community Development Director

Approved by Department Head: Initial & Date DB 4/12/18

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

4/13/18
AKO & RK

13 APR 2018

Exhibits/Attachments:

1. Resolution No. 18-309: Squire's Landing Waterfront & Natural Open Space Access Development Project (ALEA) 18-1535 D
2. Resolution No. 18-310: Squire's Landing Waterfront & Natural Area Access Development Project (WWRP-WA) 18-1536 D
3. Resolution No. 18-311: Log Boom Park Waterfront Access & Viewing Improvement Project (ALEA) 18-1437 D
4. Resolution No. 18-312: Log Boom Park Waterfront Access & Viewing Improvement Project (WWRP-WA) 18-1442 D

INFORMATION/BACKGROUND: Staff is requesting Council pass resolutions authorizing the City to apply for four grants from the Washington State Recreation and Conservation Office (RCO). RCO grant applications are on a two-year cycle, in even calendar years. The grant application deadline is 5/1/18.

Grant funding assistance is available for eligible park development expenses in a variety of programs from the RCO. Park projects recommended for 2018 grant requests are:

- Squire's Landing Waterfront & Natural Open Space Access Development Project, and
- Log Boom Park Waterfront Access & Viewing Improvement Project.

City Council authorization is requested to submit four applications to the following RCO Grant Programs:

- Aquatic Lands Enhancement Account (ALEA). Two grant applications; one grant application for each park project listed above (See attachment #1 and 3). ALEA grants may be used to provide or improve public access to the waterfront. The grant request limit is \$500,000 with a required 50% match. The 50% City match will be Walkways & Waterways Bond funds, and/or WWRP-WA grant funds if the City is successful in also receiving this grant.
- Washington Wildlife and Recreation Outdoor Recreation Account- Water Access Category (WWRP-WA). Two grant applications; one grant application for each park project listed above (See attachments #2 and #4). WWRP-WA Water Access grants provide funding for projects that provide access to the water for non-motorized boating and water related recreation. There is no request limit for development projects under the Water Access category. A 50% match is required. The 50% City match will be Walkways & Waterways Bond funds, and ALEA grant funds if the City is successful in receiving both grants.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goals:

- Goals #2 To implement the Walkways and Waterways projects.
- Goal #5 To advance the public's access and connection to the waterfront



Comprehensive Plan Park Recreation and Open Space Plan Policies:

- Policy 5.1.3 Consider providing new facilities and facility upgrades to existing park lands to support new or existing recreation opportunities where appropriate.
- Policy 7.1.4 Identify, and actively seek potential grant funding assistance from public and private sources for renovation of Kenmore park lands.

Attachment 1

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-309**

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**PROJECT(S) NUMBER(S), AND NAME(S) 18-1535 D,
SQUIRE'S LANDING WATERFRONT & OPEN SPACE
ACCESS (ALEA) APPLICATION**

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Attachment 1

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
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12. *Development, Projects* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
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A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL, 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form Brian Staller 1/19/18
Assistant Attorney General Date

Attachment 2

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-310**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH THE CITY SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

**PROJECT(S) NUMBER(S), AND NAME(S) 18-1536 D,
SQUIRE'S LANDING WATERFRONT & NATURAL
AREA ACCESS (WWRP-WA) APPLICATION**

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
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CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Toller

1/19/18

Assistant Attorney General

Date

Attachment 3

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-311**

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PROJECT(S) NUMBER(S), AND NAME(S) 18-1437 D LOG BOOM PARK WATERFRONT ACCESS & VIEWING PROJECT (ALEA) APPLICATION

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
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CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Staller

1/19/18

Assistant Attorney General

Date

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PROJECT(S) NUMBER(S), AND NAME(S) 18-1442 D LOG BOOM PARK WATERFRONT ACCESS & VIEWING (WWRP-WA) APPLICATION

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2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at:
<https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Attachment 4

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *Recreation and Conservation Funding Board Grant Programs* - If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *Development, Projects* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
13. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition

Attachment 4

and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

14. This resolution/authorization is deemed to be part of the formal grant application to the Office.
15. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Staller

1/19/18

Assistant Attorney General

Date



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Grant Applications for Park Development Funding Assistance

Proposed Council Action/Motion: Adopt four Resolutions #18-309 through 18-312 authorizing the city to apply for four park development grants from the Washington State Recreation and Conservation Office for Squire's Landing and Log Boom Parks.

For Council Meeting Agenda of: April 23, 2018

Department: Community Development

Prepared by: Maureen Colaizzi, Park Project Manager and Debbie Bent, Community Development Director

Approved by Department Head: Initial & Date DB 4/12/18

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

4/13/18
AKO & RK

13 APR 2018

Exhibits/Attachments:

1. Resolution No. 18-309: Squire's Landing Waterfront & Natural Open Space Access Development Project (ALEA) 18-1535 D
2. Resolution No. 18-310: Squire's Landing Waterfront & Natural Area Access Development Project (WWRP-WA) 18-1536 D
3. Resolution No. 18-311: Log Boom Park Waterfront Access & Viewing Improvement Project (ALEA) 18-1437 D
4. Resolution No. 18-312: Log Boom Park Waterfront Access & Viewing Improvement Project (WWRP-WA) 18-1442 D

INFORMATION/BACKGROUND: Staff is requesting Council pass resolutions authorizing the City to apply for four grants from the Washington State Recreation and Conservation Office (RCO). RCO grant applications are on a two-year cycle, in even calendar years. The grant application deadline is 5/1/18.

Grant funding assistance is available for eligible park development expenses in a variety of programs from the RCO. Park projects recommended for 2018 grant requests are:

- Squire's Landing Waterfront & Natural Open Space Access Development Project, and
- Log Boom Park Waterfront Access & Viewing Improvement Project.

City Council authorization is requested to submit four applications to the following RCO Grant Programs:

- Aquatic Lands Enhancement Account (ALEA). Two grant applications; one grant application for each park project listed above (See attachment #1 and 3). ALEA grants may be used to provide or improve public access to the waterfront. The grant request limit is \$500,000 with a required 50% match. The 50% City match will be Walkways & Waterways Bond funds, and/or WWRP-WA grant funds if the City is successful in also receiving this grant.
- Washington Wildlife and Recreation Outdoor Recreation Account- Water Access Category (WWRP-WA). Two grant applications; one grant application for each park project listed above (See attachments #2 and #4). WWRP-WA Water Access grants provide funding for projects that provide access to the water for non-motorized boating and water related recreation. There is no request limit for development projects under the Water Access category. A 50% match is required. The 50% City match will be Walkways & Waterways Bond funds, and ALEA grant funds if the City is successful in receiving both grants.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goals:

- Goals #2 To implement the Walkways and Waterways projects.
- Goal #5 To advance the public's access and connection to the waterfront



Comprehensive Plan Park Recreation and Open Space Plan Policies:

- Policy 5.1.3 Consider providing new facilities and facility upgrades to existing park lands to support new or existing recreation opportunities where appropriate.
- Policy 7.1.4 Identify, and actively seek potential grant funding assistance from public and private sources for renovation of Kenmore park lands.

Attachment 1

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-309**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH WE SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

**PROJECT(S) NUMBER(S), AND NAME(S) 18-1535 D,
SQUIRE'S LANDING WATERFRONT & OPEN SPACE
ACCESS (ALEA) APPLICATION**

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Rob Karlinsey, City Manager, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
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Attachment 1

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
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13. This resolution/authorization is deemed to be part of the formal grant application to the Office.
14. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our

Attachment 1

organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

15. Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
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PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL, 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form Brian Staller 1/19/18
Assistant Attorney General Date

Attachment 2

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-310**

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**PROJECT(S) NUMBER(S), AND NAME(S) 18-1536 D,
SQUIRE'S LANDING WATERFRONT & NATURAL
AREA ACCESS (WWRP-WA) APPLICATION**

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

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4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
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Attachment 2

and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

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CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Toller

1/19/18

Assistant Attorney General

Date

Attachment 3

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-311**

A RESOLUTION OF THE CITY COUNCIL OF KENMORE, WASHINGTON, THAT AUTHORIZES THE PERSON IDENTIFIED BELOW (IN SECTION 2) TO ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF OF OUR ORGANIZATION AND TO LEGALLY BIND OUR ORGANIZATION WITH RESPECT TO THE BELOW PROJECT(S) FOR WHICH THE CITY SEEK GRANT FUNDING ASSISTANCE MANAGED THROUGH THE RECREATION AND CONSERVATION OFFICE (OFFICE).

PROJECT(S) NUMBER(S), AND NAME(S) 18-1437 D LOG BOOM PARK WATERFRONT ACCESS & VIEWING PROJECT (ALEA) APPLICATION

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
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3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

Attachment 3

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
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Attachment 3

organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

15. Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
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CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Staller

1/19/18

Assistant Attorney General

Date

Attachment 4

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 18-312**

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PROJECT(S) NUMBER(S), AND NAME(S) 18-1442 D LOG BOOM PARK WATERFRONT ACCESS & VIEWING (WWRP-WA) APPLICATION

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

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6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *Recreation and Conservation Funding Board Grant Programs* - If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *Development, Projects* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
13. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition

Attachment 4

and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

14. This resolution/authorization is deemed to be part of the formal grant application to the Office.
15. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 23rd DAY OF APRIL 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney

Washington State Attorney General's Office

Approved as to form

Brian Staller

1/19/18

Assistant Attorney General

Date

X. F. Receive and file the January, 2018 Financial Report for the City of...



PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: April 11, 2018
RE: January 2018 Financial Reports for the City of Kenmore, Washington

January 2018 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Cash and Investment Report
- Investment Schedule
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution
- Real Estate Excise Tax Report
- Monthly Report for Kenmore Village
- Report for Transportation Benefit District

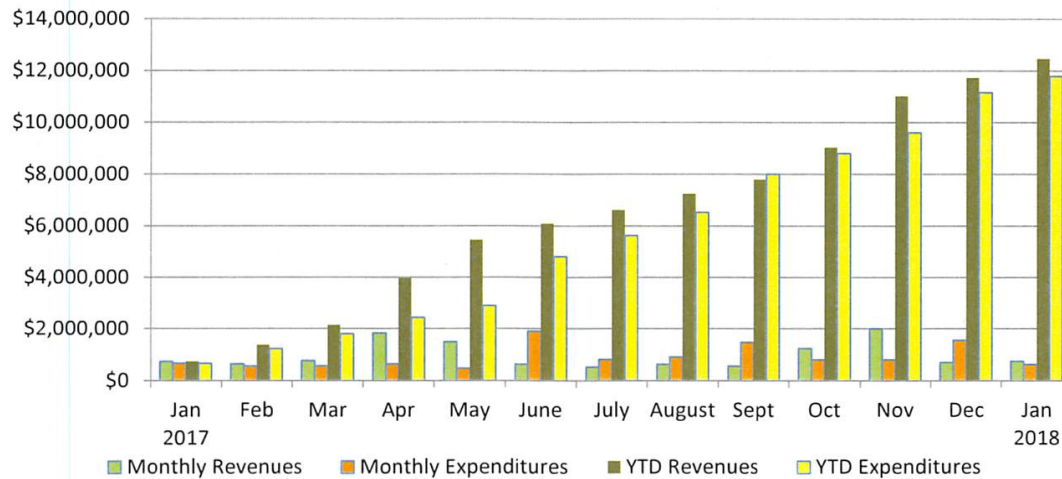
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, January is the thirteenth month (54%) of the 2017-2018 biennial budget period. For the month of January, revenues exceeded expenditures in the General Fund by \$112,985. Biennium to date revenues exceed expenditures by \$673,666.

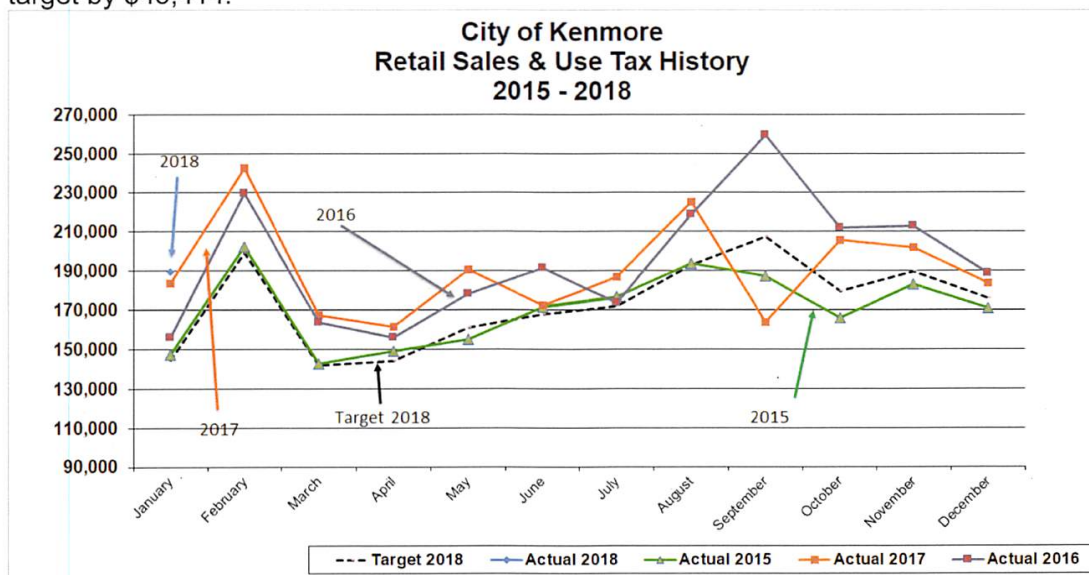
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through January 2018.

City of Kenmore, Washington
Monthly Financial Report
January 2018



Total **revenues** for the month were **\$740,449**. Biennium to date revenues are \$12,461,569, which is 53% of the budgeted revenues of \$23,533,174. Primary sources of revenue for the month included property taxes in the amount of \$17,519, development fees & permits in the amount of \$45,801, retail sales and use taxes in the amount of \$189,714, Franchise Fees in the amount of \$247,756 and utility taxes in the amount of \$128,709.

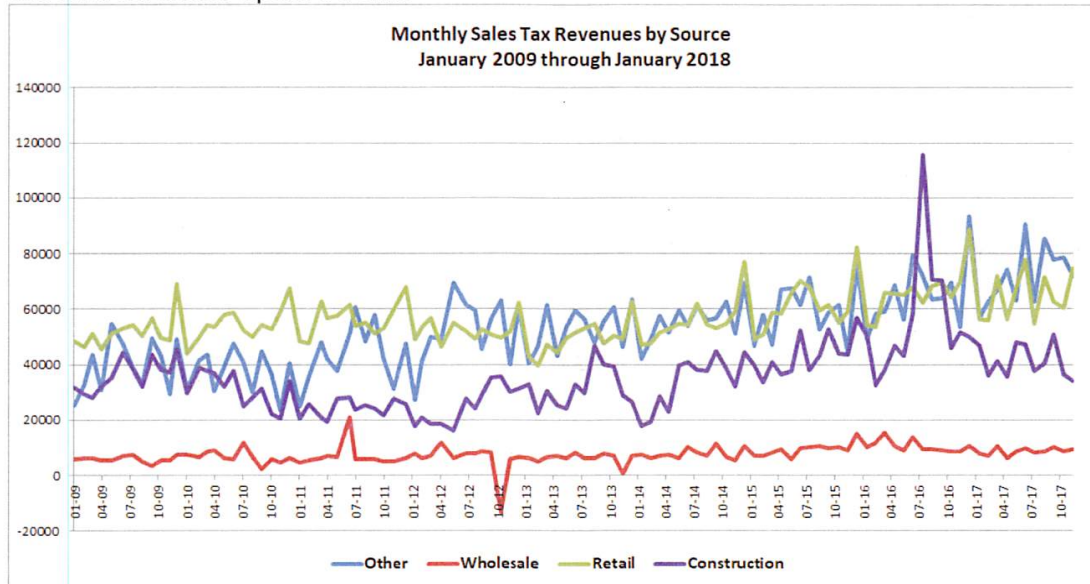
A summary of sales tax revenues received in January is attached. These receipts are based on November sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2018 line is a monthly average of actual receipts during 2015, 2016, and 2017. The blue dot represents 2018 actual receipts, which are \$6,028 above 2017 and ahead of the 2018 target by \$45,414.



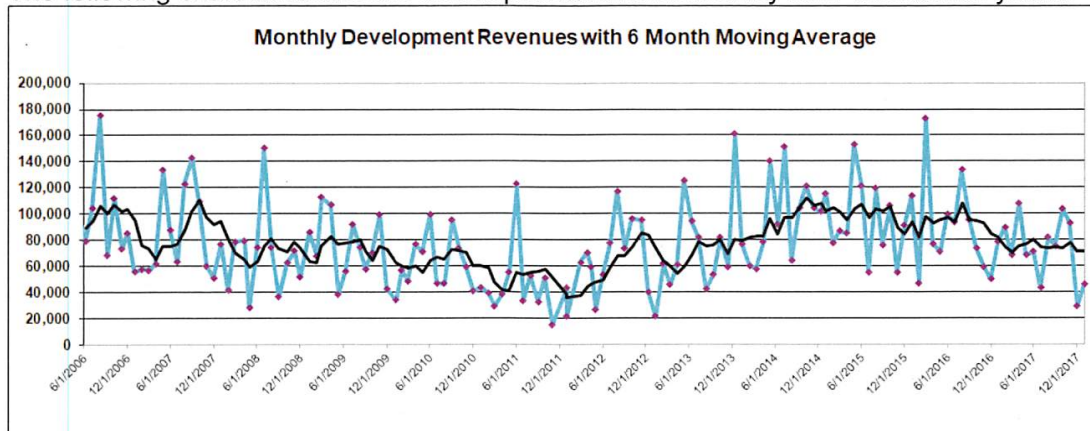
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City of Kenmore, Washington
 Monthly Financial Report
 January 2018

The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through January 2018. Retail and Other are on a favorable upward trend.



The following chart illustrates the development revenue activity over the last ten years.



January 2018 expenditures were **\$627,464**. Biennium to date expenditures are \$11,787,903, which is 50% of the amended biennial budget expenditures of \$23,535,546.

Total City cash (\$13,067,158) and long-term investments (\$12,962,543), at the end of January, totaled \$26,029,701. Proposition 1 levy funds of \$7.9M are included in this cash

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City of Kenmore, Washington
Monthly Financial Report
January 2018

balance. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2017-2018 biennial budget.

Total non-General Fund revenues were \$574,742 and total non-General Fund expenditures were \$276,069.

In the **Street Fund** revenue from gas tax distributions was \$36,717. \$41,730 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund**, there were expenditures in the amount of \$2,154 on overlay projects and \$17,204 was expended on sidewalk and safety projects. The fund received \$262,388 in sidewalk grant reimbursements.

The **Park Impact Fee** fund received \$5,130 in revenues during the month.

There was \$18,641 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$99,205 of real estate excise taxes (REET) in January from sales activity that occurred in December. 29 transactions were reported during the month. The 2018 year to date revenue is lower than the 2017 revenue by \$77,452 and the 2018 target by \$25,373.

The **Kenmore Village** Fund had \$12,956 in maintenance and operations expenditures during the month.

The **Walkways & Waterways Debt Service** Fund collected \$4,169 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of \$1,305,442.

The **Transportation Benefit District** Fund received \$28,314 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **January 31, 2018**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
January 31, 2018



	CURRENT PERIOD 2017-2018				PRIOR PERIOD 2015-2016			
	Current January 2018	BIENNIUM TO DATE 2017-2018	% of BUDGET	BIENNIUM BUDGET 2017-2018	MONTH January 2016	BIENNIUM TO DATE 2015-2016	% of BUDGET	BIENNIUM BUDGET 2015-2016
REVENUES								
Beginning Fund Balance		2,981,035		3,131,687				
Property Taxes	17,519	4,673,846	49.7%	9,408,704	14,653	4,525,701	49.9%	9,075,766
Sales and Use Taxes	240,507	3,143,844	58.5%	5,376,291	200,341	2,792,416	55.8%	5,000,532
Utility Taxes	128,709	1,370,760	50.4%	2,717,485	130,561	1,316,335	47.6%	2,763,390
Other Taxes	8,532	82,396	37.8%	218,113	2,748	59,641	52.9%	112,720
Development Fees & Permits	45,801	953,639	54.0%	1,764,518	113,397	1,256,352	58.4%	2,151,432
Franchise Fees	247,756	1,109,316	66.5%	1,668,476	76,428	879,309	54.2%	1,622,160
Intergovernmental and Grants	49,631	497,763	59.1%	841,615	40,039	427,322	60.4%	707,370
Investment Interest	1,369	48,465	93.2%	52,000	8,853	39,506	77.9%	50,700
Fines and Forfeitures	0	15,292	0.0%	0	-484	-4,844	n/a	0
Transfers and Other Revenues	625	566,247	38.1%	1,485,972	1,635	77,607	14.3%	541,200
Total Revenues	740,449	12,461,569	53.0%	23,533,174	588,172	11,369,345	51.6%	22,025,270
Total Revenues & Beginning Fund Balance								
	1,463,379	15,442,604		26,664,861				22,025,270

	CURRENT PERIOD 2017-2018				PRIOR PERIOD 2015-2014			
	Current January	BIENNIUM TO DATE 2017-2018	% of BUDGET	BIENNIUM BUDGET 2017-2018	MONTH January 2016	BIENNIUM TO DATE 2015-2016	% of BUDGET	BIENNIUM BUDGET 2015-2016
EXPENDITURES								
<u>Cost Center</u>								
City Council	39,663	207,017	62.8%	329,426	35,485	191,957	58.4%	328,435
City Manager	91,108	1,654,331	49.7%	3,328,297	100,333	1,582,541	48.9%	3,233,222
City Clerk	32,593	251,099	59.0%	425,368	12,987	189,496	68.2%	277,683
Finance	262,149	1,173,000	70.1%	1,672,775	225,314	957,986	64.3%	1,490,155
Legal	849	275,802	55.2%	500,000	2,113	192,068	27.4%	700,000
Interfund Transfers	0	650,220	49.0%	1,328,228	0	1,666,216	46.9%	3,552,671
Public Safety	6,357	4,062,008	46.1%	8,806,304	35,021	4,187,044	51.3%	8,160,115
Engineering & Environmental Services	27,945	657,935	46.5%	1,415,011	72,768	1,010,654	58.0%	1,743,950
Community Development	51,082	650,702	37.9%	1,715,510	29,776	431,552	52.0%	830,030
Developmental Services	77,315	1,165,099	56.2%	2,071,288	121,338	976,587	55.6%	1,755,050
Parks & Facility Maintenance	38,403	1,040,692	53.6%	1,943,339	44,514	847,373	41.8%	2,029,409
Total Expenditures	627,464	11,787,903	50.1%	23,535,546	679,649	12,233,473	50.8%	24,100,720
Ending Fund Balance		3,654,701		3,129,315			0.0%	-2,075,450
Total Expenditures and Ending Fund Balance								
		15,442,604		26,664,861				22,025,270

*Non-Departmental expenditures have been moved to other General Fund Cost Centers

**City of Kenmore, Washington
General Fund Revenue Graphs
January 31, 2018**

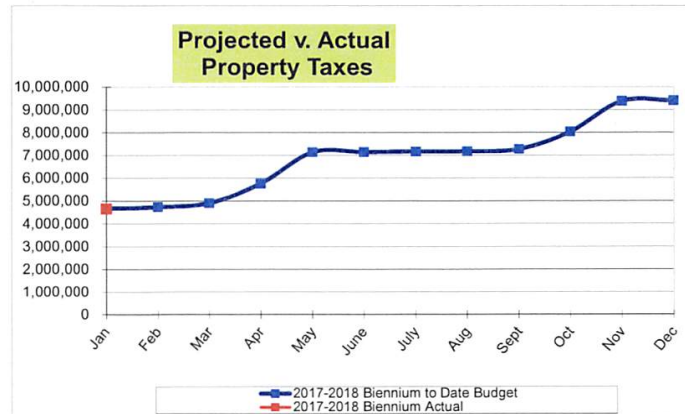
PROPERTY TAXES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	4,668,509	4,656,328
Jan	4,683,738	4,673,846
Feb	4,742,392	
Mar	4,916,568	
Apr	5,765,778	
May	7,142,021	
June	7,155,271	
July	7,168,409	
Aug	7,182,371	
Sept	7,277,730	
Oct	8,047,191	
Nov	9,381,763	
Dec	9,408,704	
2017-18	9,408,704	

Year To Date

Actual v. Projected

100%



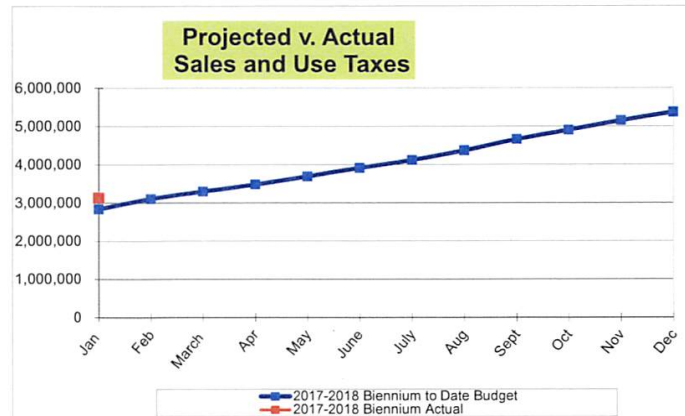
SALES, USE, CRIM JUSTICE TAXES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	2,661,530	2,903,337
Jan	2,847,158	3,143,844
Feb	3,114,522	
March	3,304,812	
Apr	3,488,513	
May	3,699,746	
June	3,919,794	
July	4,124,717	
Aug	4,378,444	
Sept	4,664,890	
Oct	4,909,348	
Nov	5,156,649	
Dec	5,376,291	
2017-18	5,376,291	

Year To Date

Actual v. Projected

110%



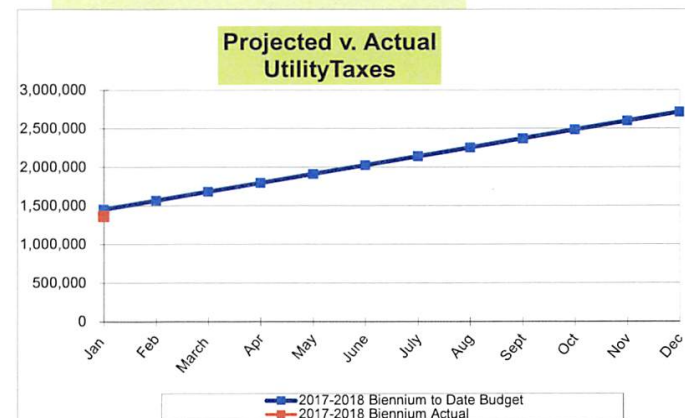
UTILITY TAXES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	1,345,290	1,242,051
Jan	1,459,640	1,370,760
Feb	1,573,989	
March	1,688,339	
Apr	1,802,688	
May	1,917,038	
June	2,031,388	
July	2,145,737	
Aug	2,260,087	
Sept	2,374,436	
Oct	2,488,786	
Nov	2,603,135	
Dec	2,717,485	
2017-18	2,717,485	

Year To Date

Actual v. Projected

94%



**City of Kenmore, Washington
General Fund Revenue Graphs
January 31, 2018**

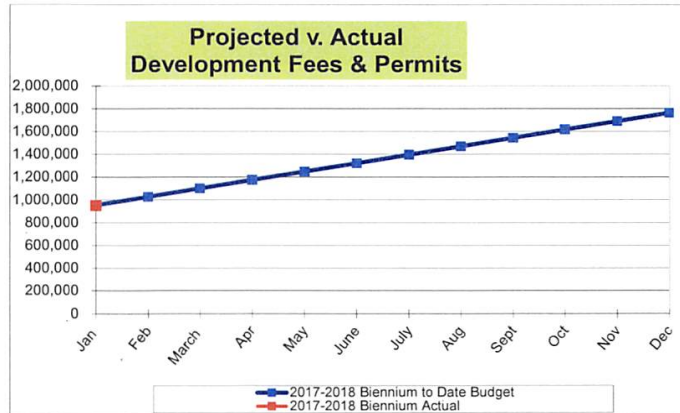
DEVELOPMENT FEES & PERMITS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	882,259	907,838
Jan	955,781	953,639
Feb	1,029,302	
March	1,102,824	
Apr	1,176,345	
May	1,249,867	
June	1,323,389	
July	1,396,910	
Aug	1,470,432	
Sept	1,543,953	
Oct	1,617,475	
Nov	1,690,996	
Dec	1,764,518	
'2017-18	1,764,518	

Year To Date

Actual v. Projected

100%



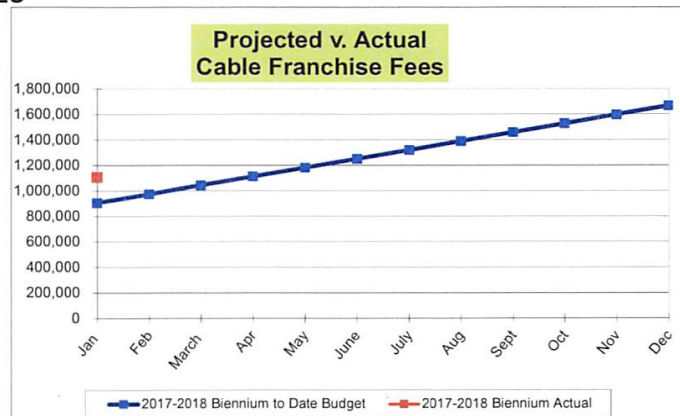
CABLE/WATER/SEWER FRANCHISE FEES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	837,494	861,559
Jan	906,743	1,109,316
Feb	975,991	
March	1,045,240	
Apr	1,114,488	
May	1,183,737	
June	1,252,985	
July	1,322,234	
Aug	1,391,482	
Sept	1,460,731	
Oct	1,529,979	
Nov	1,599,228	
Dec	1,668,476	
'2017-18	1,668,476	

Year To Date

Actual v. Projected

122%



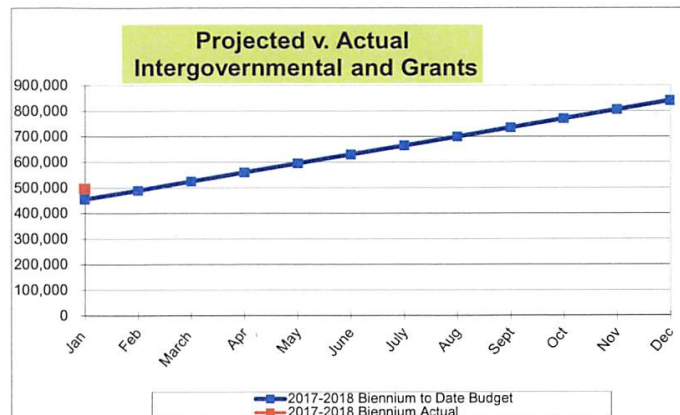
INTERGOVERNMENTAL & GRANTS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	420,808	448,132
Jan	455,875	497,763
Feb	490,943	
March	526,010	
Apr	561,077	
May	596,145	
June	631,212	
July	666,279	
Aug	701,347	
Sept	736,414	
Oct	771,481	
Nov	806,549	
Dec	841,615	
'2017-18	841,615	

Year To Date

Actual v. Projected

109%



**City of Kenmore, Washington
General Fund Revenue Graphs
January 31, 2018**

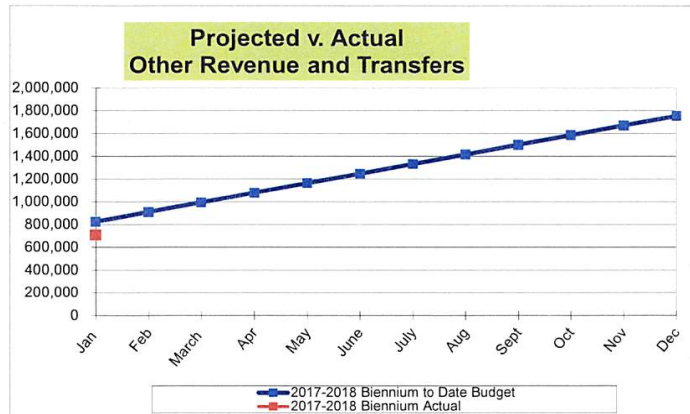
OTHER REVENUES AND TRANSFERS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	742,986	701,874
Jan	827,411	712,400
Feb	911,836	
March	996,261	
Apr	1,080,686	
May	1,165,111	
June	1,249,536	
July	1,333,960	
Aug	1,418,385	
Sept	1,502,810	
Oct	1,587,235	
Nov	1,671,660	
Dec	1,756,085	
'2017-18	1,756,085	

Year To Date

Actual v. Projected

86%



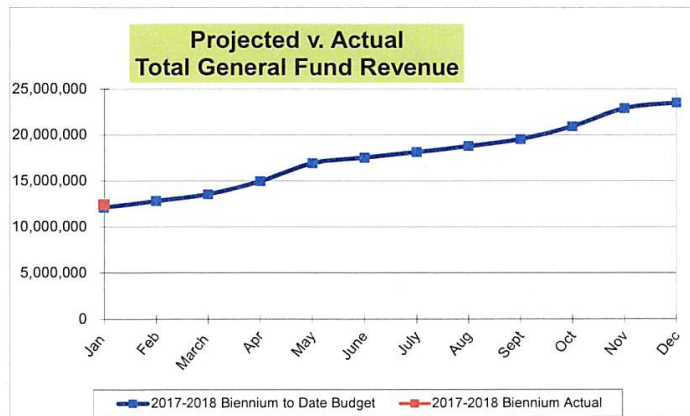
TOTAL GENERAL FUND REVENUE

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	12,136,345	12,461,569
Feb	12,838,975	
March	13,580,053	
Apr	14,989,576	
May	16,953,663	
June	17,563,574	
July	18,158,246	
Aug	18,802,547	
Sept	19,560,964	
Oct	20,951,495	
Nov	22,909,980	
Dec	23,533,174	

Year To Date

Actual v. Projected

103%



City of Kenmore, Washington
General Fund Expenditure Graphs
January 31, 2018

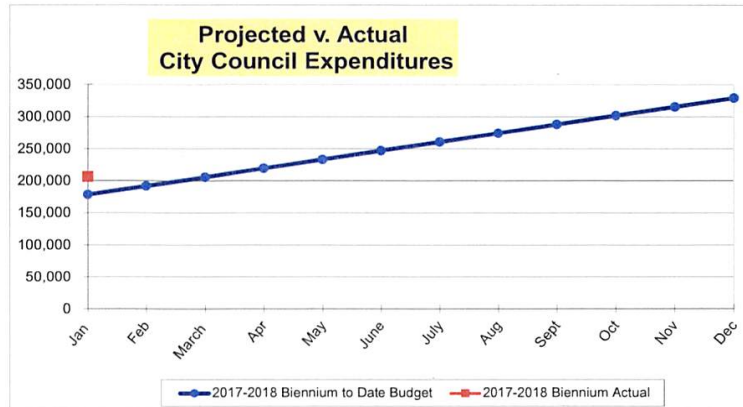
CITY COUNCIL

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	164,713	167,354
Jan	178,439	207,017
Feb	192,165	
March	205,891	
Apr	219,617	
May	233,343	
June	247,070	
July	260,796	
Aug	274,522	
Sept	288,248	
Oct	301,974	
Nov	315,700	
Dec	329,426	
2017-18	329,426	

Year To Date

Actual v. Projected

116%



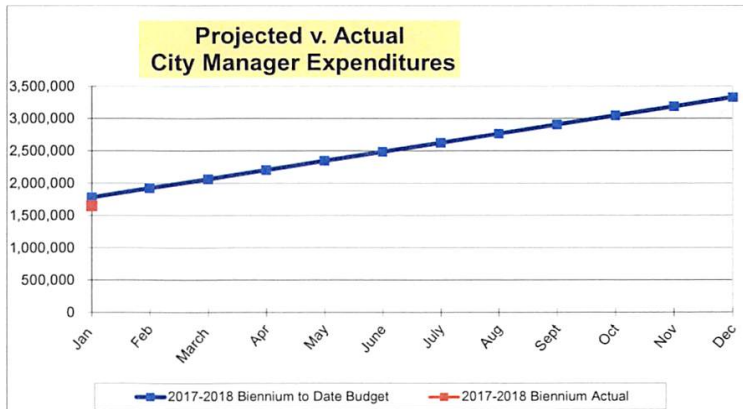
CITY MANAGER

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	1,643,289	1,563,222
Jan	1,783,706	1,654,331
Feb	1,924,124	
March	2,064,541	
Apr	2,204,958	
May	2,345,376	
June	2,485,793	
July	2,626,210	
Aug	2,766,628	
Sept	2,907,045	
Oct	3,047,462	
Nov	3,187,880	
Dec	3,328,297	
2017-18	3,328,297	

Year To Date

Actual v. Projected

93%



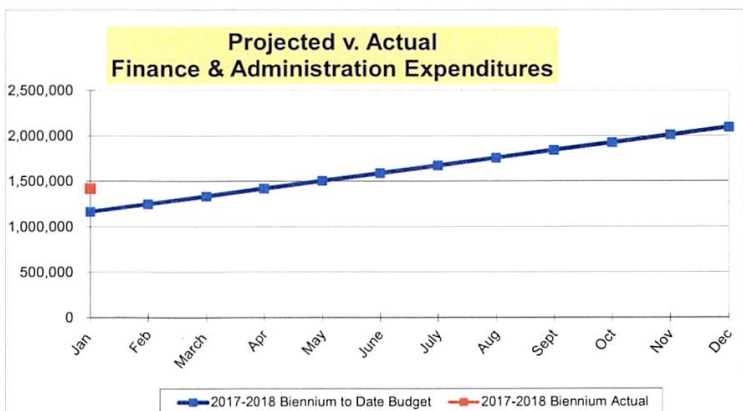
FINANCE & ADMINISTRATION

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	1,083,885	1,129,357
Jan	1,168,407	1,424,099
Feb	1,252,928	
March	1,337,450	
Apr	1,421,971	
May	1,506,493	
June	1,591,014	
July	1,675,536	
Aug	1,760,057	
Sept	1,844,579	
Oct	1,929,100	
Nov	2,013,622	
Dec	2,098,143	
2017-18	2,098,143	

Year To Date

Actual v. Projected

122%



**City of Kenmore, Washington
General Fund Expenditure Graphs
January 31, 2018**

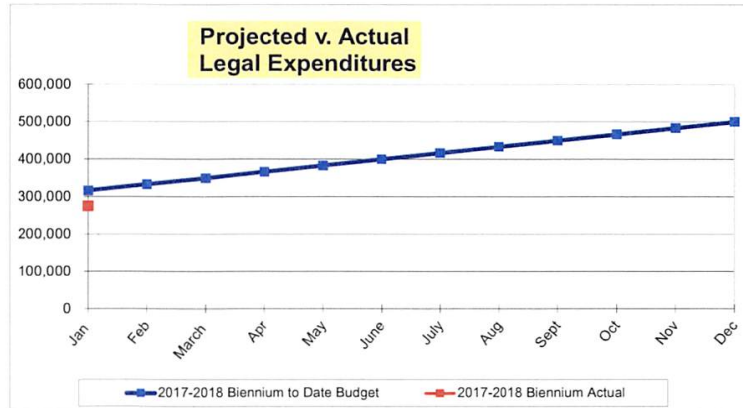
LEGAL

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	300,000	274,954
Jan	316,667	275,802
Feb	333,333	
March	350,000	
Apr	366,667	
May	383,333	
June	400,000	
July	416,667	
Aug	433,333	
Sept	450,000	
Oct	466,667	
Nov	483,333	
Dec	500,000	
2017-18	500,000	

Year To Date

Actual v. Projected

87%



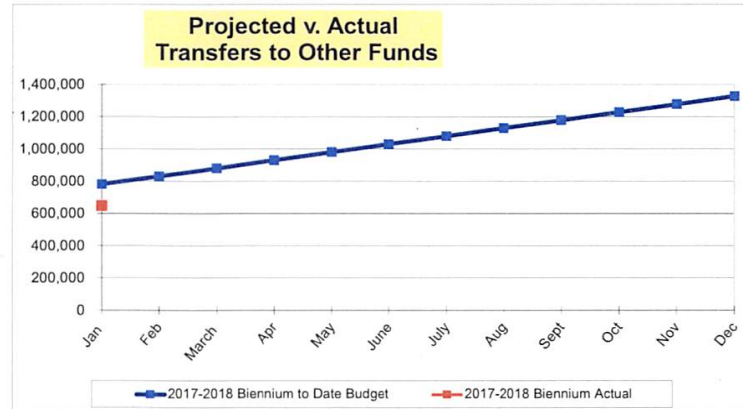
TRANSFERS TO OTHER FUNDS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	733,151	650,220
Jan	782,741	650,220
Feb	832,331	
March	881,920	
Apr	931,510	
May	981,100	
June	1,030,690	
July	1,080,279	
Aug	1,129,869	
Sept	1,179,459	
Oct	1,229,049	
Nov	1,278,638	
Dec	1,328,228	
2017-18	1,328,228	

Year To Date

Actual v. Projected

83%



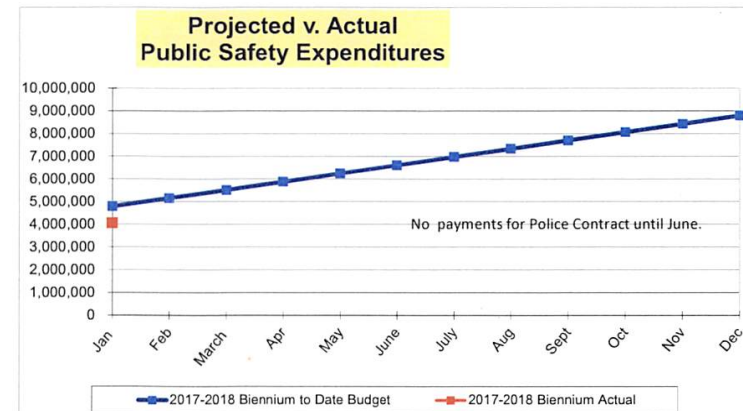
PUBLIC SAFETY

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	4,428,152	4,055,650
Jan	4,792,998	4,062,008
Feb	5,157,844	
March	5,522,690	
Apr	5,887,536	
May	6,252,382	
June	6,617,228	
July	6,982,074	
Aug	7,346,920	
Sept	7,711,766	
Oct	8,076,612	
Nov	8,441,458	
Dec	8,806,304	
2017-18	8,806,304	

Year To Date

Actual v. Projected

85%



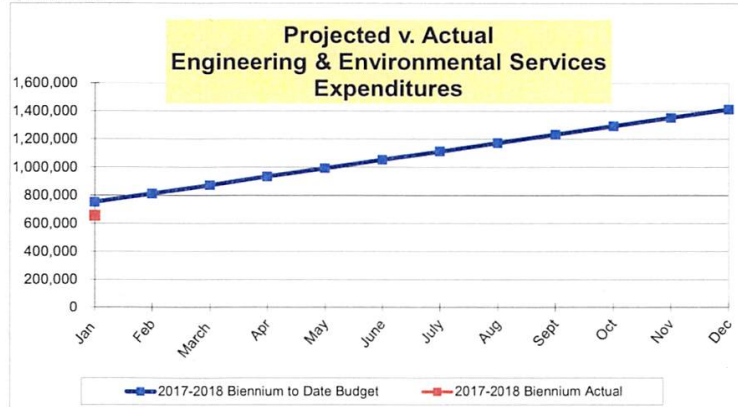
City of Kenmore, Washington
General Fund Expenditure Graphs
January 31, 2018
ENGINEERING & ENVIRONMENTAL SERVICES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	694,010	629,990
Jan	754,093	657,935
Feb	814,177	
March	874,260	
Apr	934,344	
May	994,427	
June	1,054,511	
July	1,114,594	
Aug	1,174,677	
Sept	1,234,761	
Oct	1,294,844	
Nov	1,354,928	
Dec	1,415,011	
2017-18	1,415,011	

Year To Date

Actual v. Projected

87%



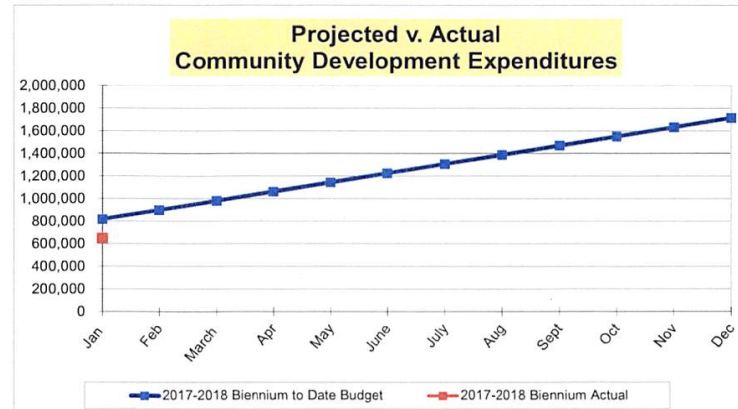
COMMUNITY DEVELOPMENT

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	737,951	599,620
Jan	819,414	650,702
Feb	900,878	
March	982,341	
Apr	1,063,804	
May	1,145,267	
June	1,226,731	
July	1,308,194	
Aug	1,389,657	
Sept	1,471,120	
Oct	1,552,584	
Nov	1,634,047	
Dec	1,715,510	
2017-18	1,715,510	

Year To Date

Actual v. Projected

79%



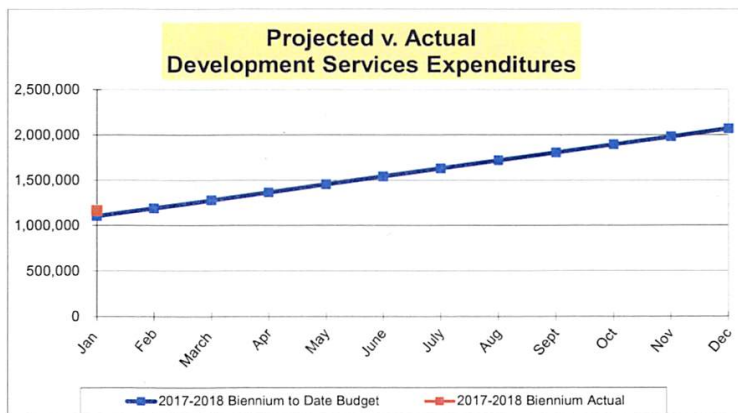
DEVELOPMENT SERVICES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	1,017,664	1,087,784
Jan	1,105,466	1,165,099
Feb	1,193,268	
March	1,281,070	
Apr	1,368,872	
May	1,456,674	
June	1,544,476	
July	1,632,278	
Aug	1,720,080	
Sept	1,807,882	
Oct	1,895,684	
Nov	1,983,486	
Dec	2,071,288	
2017-18	2,071,288	

Year To Date

Actual v. Projected

105%



City of Kenmore, Washington
General Fund Expenditure Graphs
January 31, 2018

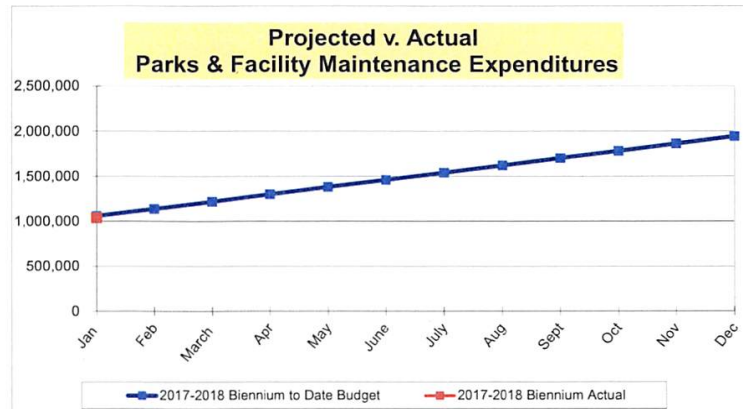
PARKS & FACILITY MAINTENANCE

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
2017	978,706	1,002,290
Jan	1,059,092	1,040,692
Feb	1,139,478	
March	1,219,864	
Apr	1,300,250	
May	1,380,636	
June	1,461,023	
July	1,541,409	
Aug	1,621,795	
Sept	1,702,181	
Oct	1,782,567	
Nov	1,862,953	
Dec	1,943,339	
2017-18	1,943,339	

Year To Date

Actual v. Projected

98%



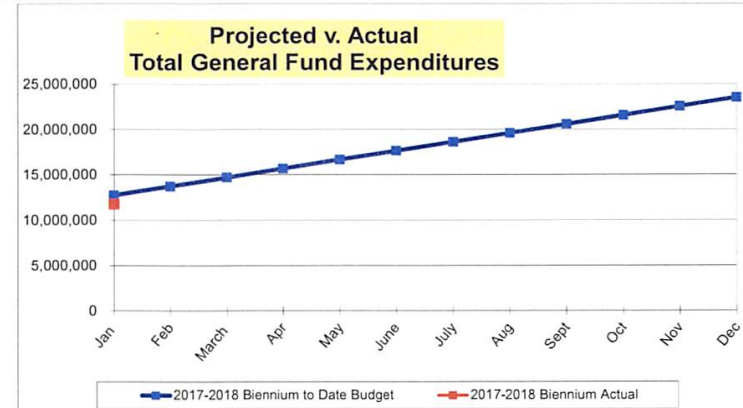
TOTAL GENERAL FUND EXPENDITURES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	12,761,023	11,787,903
Feb	13,740,525	
March	14,720,027	
Apr	15,699,529	
May	16,679,031	
June	17,658,534	
July	18,638,036	
Aug	19,617,538	
Sept	20,597,040	
Oct	21,576,542	
Nov	22,556,044	
Dec	23,535,546	

Year To Date

Actual v. Projected

92%



City of Kenmore, Washington
Street Fund Summary Report
January 31, 2018



	MONTH	BIENNIUM TO DATE	% of	BUDGET
	<u>January 2018</u>	<u>2017-2018</u>	<u>BUDGET</u>	<u>2017-2018</u>
<u>REVENUES</u>				
Beginning Fund Balance		790,989		861,602
Fuel Tax	36,717	520,104	53.6%	969,604
Investment Interest	167	2,894	-	6,000
Miscellaneous	0	4,482	-	1,500
ROW Permit Fees/Inspections	27,483	146,630	66.6%	220,000
Multimodal Transportation	0	23,466	50.8%	46,200
Transfer from General Fund	0	527,135	52.7%	1,000,000
Transfer from TBD	0	334,500	50.0%	669,000
Total Revenues	64,366	1,559,210	53.5%	2,912,304
Total Revenues & Beginning Fund Balance		2,350,199		3,773,906

		BIENNIUM TO DATE	% of	BUDGET
		<u>2017-2018</u>	<u>BUDGET</u>	<u>2017-2018</u>
<u>EXPENDITURES</u>				
Salary and Benefits	35,627	490,287	52.3%	938,209
Maintenance & Operations	41,730	1,090,095	56.5%	1,930,800
Capital	6,558	112,943	282.4%	40,000
Total Expenditures	83,916	1,693,326	58.2%	2,909,009
Ending Fund Balance		656,872		864,897
Total Expenditures and Ending Fund Balance		2,350,199		3,773,906

City of Kenmore, Washington
Cash and Investment Report
January 31, 2018



<u>Fund</u>	<u>Beg. Cash & Inv.</u> <u>from Prev. Mo.</u>	<u>Monthly</u> <u>Revenues</u>	<u>Monthly</u> <u>Expenditures</u>	<u>End. Cash & Inv.</u> <u>Current Month</u>
General	\$3,709,655	\$740,449	\$627,464	3,822,640
Street	676,424	64,366	83,916	656,874
Transportation Capital	918,178	262,388	19,357	1,161,209
Public Art	68,288	17	0	68,305
Park Impact Fee	455,350	5,247	0	460,597
Transportation Impact Fee	1,281,164	19,060	-350,000	1,650,224
Swamp Creek Basin	1,429,598	363	0	1,429,961
Transportation Benefit District	85,687	28,343	0	114,030
Sammamish Bridge Replacement	18,833	60,921	0	79,754
Walkways & Waterways Debt Service	164,770	4,169	0	168,939
Real Estate Excise Tax	2,413,983	99,844	0	2,513,827
Kenmore Village	330,263	81	13,388	316,955
Park Capital	33,486	0	41,372	(7,886)
Walkways & Waterways Bond	7,843,789	11,419	0	7,855,208
Surface Water Management	1,367,521	13,693	100,810	1,280,404
Surface Water Capital	-39,001	0	12,508	(51,509)
Strategic Reserve	1,286,663	327	0	1,286,990
Strategic Opportunities	2,138,207	3,818	4,718	2,137,307
Equipment Replacement	451,759	115	0	451,874
Trust & Agency	634,550	572	0	635,122
Totals	\$25,269,167	\$1,315,191	\$553,533	\$26,030,825

<u>Fund</u>	<u>Cash, Savings,</u> <u>Local Govt Investment Pool</u>	<u>(> One Year)</u> <u>Fixed</u> <u>Investments</u>	<u>Total</u>
General	-\$3,555,905	\$7,377,543	3,821,639
Street	-193,126	850,000	656,874
Transportation Capital	1,161,090	0	1,161,090
Public Art	53,305	15,000	68,305
Park Impact Fee	-469,401	930,000	460,599
Transportation Impact Fee	1,620,227	30,000	1,650,227
Swamp Creek Basin	29,962	1,400,000	1,429,962
Transportation Benefit District	114,030	0	114,030
Sammamish Bridge Replacement	79,754	0	79,754
Walkways & Waterways Debt Service	168,939	0	168,939
Real Estate Excise Tax	2,513,825	0	2,513,825
Kenmore Village	-133,048	450,000	316,952
Park Capital	-7,886	0	(7,886)
Walkways & Waterways Bond	7,855,207	0	7,855,207
Surface Water Management	770,404	510,000	1,280,404
Surface Water Capital	-51,510	0	(51,510)
Strategic Reserve	436,991	850,000	1,286,991
Strategic Opportunities	2,137,308	0	2,137,308
Equipment Replacement	1,873	450,000	451,873
Trust & Agency	535,117	100,000	635,117
Totals	\$13,067,158	\$12,962,543	\$26,029,701

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City of Kenmore, Washington
Investment Schedule
January 31, 2018



			Average Yield to Maturity-Securities				Overall Average Yield		0.99%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Principal or Balance	Yield Equivalents	
Morgan Stanley									
	3134G9GR2	FHLMC	8/18/2020	8/7/2017	1.60%	1.62%	999,500.00	16,191.90	
	3130ACTL8	FHLB	11/25/2020	12/22/2017	1.95%	1.95%	997,650.00	19,454.18	
	3133EHXL2	FHLB	3/5/2020	9/19/2017	1.54%	1.54%	999,000.00	15,384.60	
	3130AB3N4	FHLB	10/29/2019	4/28/2017	1.55%	1.55%	1,000,750.00	15,511.63	
Total Morgan Stanley Purchases							3,996,900.00	66,542.30	
Time Value Investments									
	31771EAL5	FICO	2/8/2018	1/13/2015	1.15%	1.15%	999,114.48	11,489.82	
	31771EAQ4	FHLB	11/2/2018	11/23/2016	1.08%	1.08%	999,868.36	10,798.58	
	3130A7RL1	FHLB	4/19/2021	1/26/2017	1.80%	1.80%	992,893.00	17,872.07	
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%	985,750.00	13,583.64	
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%	989,691.00	12,865.98	
	3135G0G23	FNMA	4/29/2019	11/24/2015	1.35%	1.35%	998,326.00	13,477.40	
Total TVI Purchases							5,965,642.84	80,087.49	
Sound Community Bank CD's									
	18299229	CD	2/11/2018	2/14/2016	0.80%	0.80%	1,000,000.00	8,000.00	
Total Sound Community Bank CD's							1,000,000.00	8,000.00	
Opus Bank CD's									
	11495975	CD	2/10/18	6/10/15	0.35%	0.35%	1,000,000.00	3,500.00	
	11539715	CD	3/29/18	3/30/16	0.85%	0.85%	1,000,000.00	8,500.00	
Total Cascade Bank CD's							2,000,000.00	12,000.00	
TOTAL ALL SECURITIES							\$ 12,962,542.84	\$ 166,629.79	
Banner Checking and Savings						0.07% Banner	2,331,173.40	1,631.82	
Opus Savings						0.83% Opus	2,005,556.20	16,646.12	
Cash								-	
LGIP - Primary Account						0.83% LGIP	789,092.91	6,549.47	
LGIP - Bond Proceeds Account						0.83% LGIP	7,941,335.14	65,913.08	
Total Accounts							\$ 26,029,700.49	257,370.28	

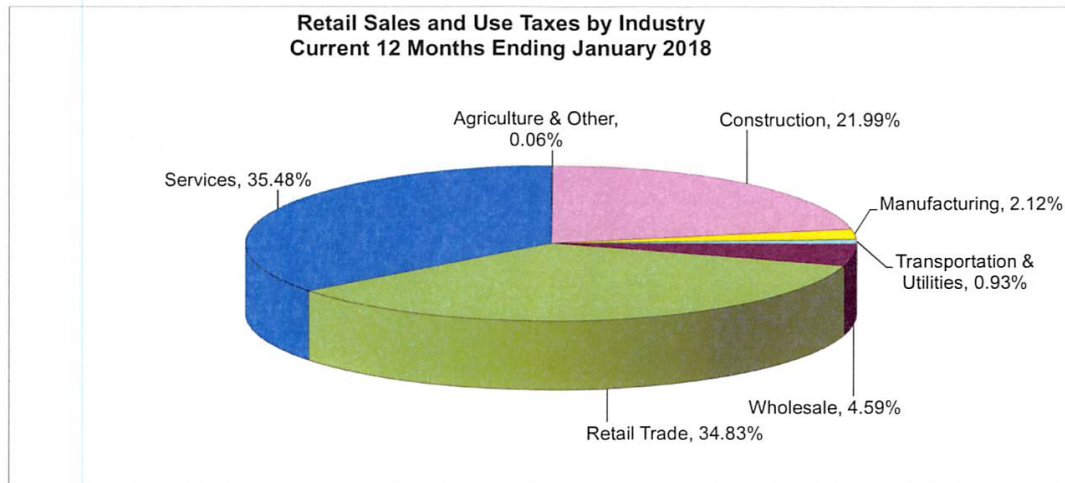
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 January 2018

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	39.70	0.00	39.70	0.0%
CONSTRUCTION	33,790.75	213.85	34,004.61	17.9%
MANUFACTURING	2,703.73	11.21	2,714.94	1.4%
TRANSPORTATION & UTILITIES	1,162.13	323.21	1,485.34	0.8%
WHOLESALE	9,234.89	74.09	9,308.98	4.9%
RETAIL TRADE	74,493.14	185.03	74,678.16	39.4%
SERVICES	41,038.82	14,524.08	55,562.90	29.3%
INFORMATION	9,161.91	-189.29	8,972.62	4.7%
PUBLIC SERVICES	8.45	2,938.65	2,947.10	1.6%
	<u>171,633.53</u>	<u>18,080.82</u>	<u>189,714.35</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
January 31, 2018

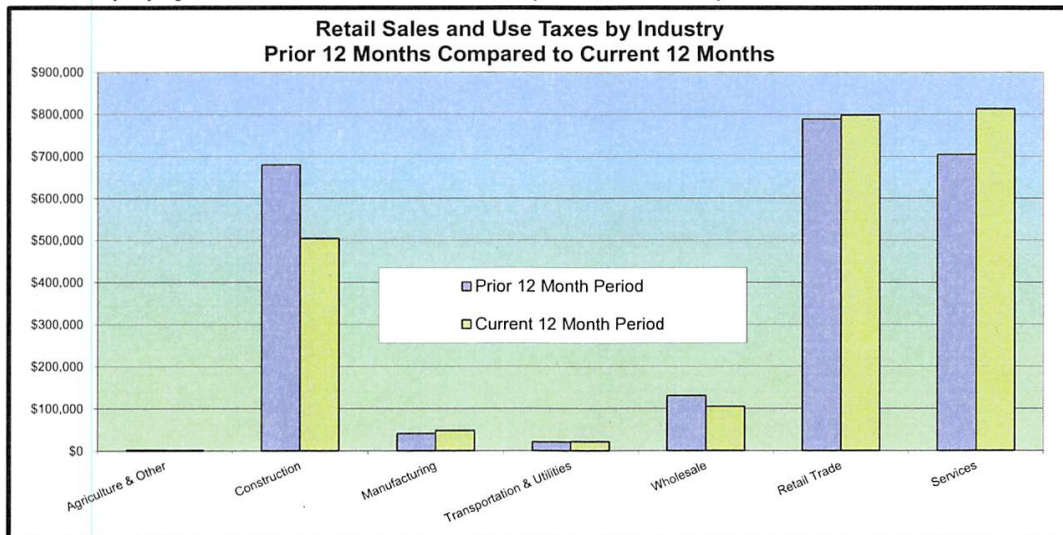


Industry	Prior 12 Months ending January 2017	Current 12 Months ending January 2018	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$2,655	\$1,440	-45.76%	0.06%
Construction	679,868	503,592 *	-25.93%	21.99%
Manufacturing (Printing, Publishing, Other Manuf.)	40,757	48,582	19.20%	2.12%
Transp/Comm/Utilities (Telecomm., Air Transport.)	21,203	21,393	0.89%	0.93%
Wholesale (Lumber, Other Wholesale)	130,591	105,118	-19.51%	4.59%
Retail Trade (Eating, Merchandise, Food Stores)	788,265	797,796	1.21%	34.83%
Services (Auction, Recreation, Auto Repair, Financial)	704,604	812,619	15.33%	35.48%
Totals	<u>\$2,367,944</u>	<u>\$2,290,539</u>	<u>-3.27%</u>	100%
Increase/(Decrease)		<u>(\$77,405)</u>	<u>-3.27%</u>	



NOTE: Due to the City's Confidentiality Agreement with the Department of Revenue, specific business information cannot be disclosed.

There is a sixty-day lag between sales taxes collected and when they are remitted to the City



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City of Kenmore, Washington
Real Estate Excise Tax Report
January 31, 2018



Real Estate Excise Taxes (REET)
2015 - 2018 Monthly Receipts

	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Target 2018
January	74,259	122,819	176,657	99,205	124,578
February	61,070	70,146	94,134		75,117
March	111,337	110,066	170,086		130,496
April	104,280	133,161	126,245		121,228
May	112,927	129,599	139,422		127,316
June	156,338	167,575	211,430		178,448
July	173,095	177,426	163,138		171,219
August	166,651	165,397	114,754		148,934
September	147,668	136,176	221,719		168,521
October	129,678	150,786	186,805		155,756
November	120,907	124,437	150,187		131,844
December	96,566	131,651	146,159		124,792
	\$1,454,776	\$1,619,239	\$1,900,736	\$99,205	\$1,658,250

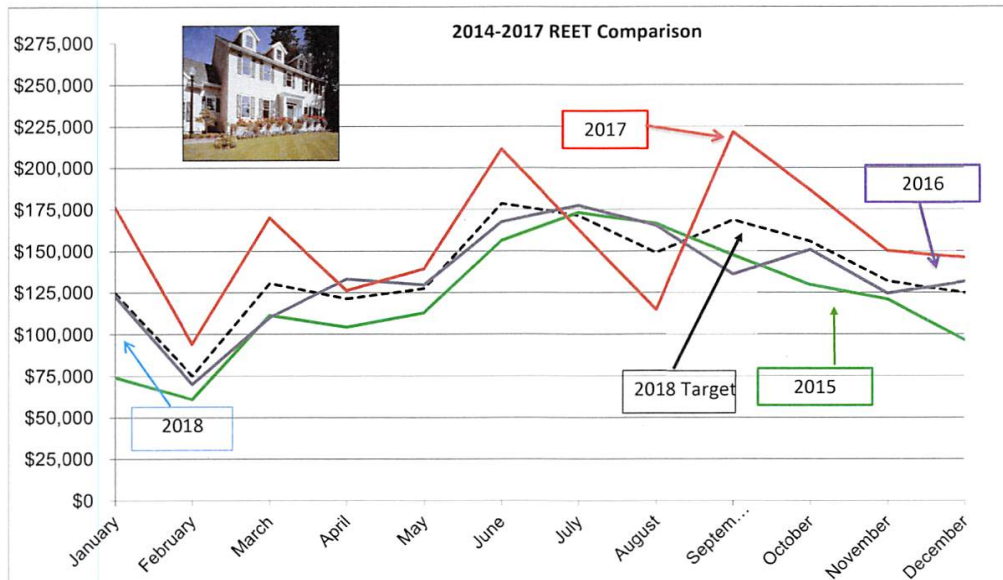
For 2018, REET is \$77,452 less than the same period last year and less than the 2018 target by \$25,373

* NOTE THE 2018 target is computed on a 3 year average (2015-2017) of actual receipts

Real Estate Excise Taxes (REET)
2015 - 2018 Property Sales > \$500,000

(The sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the revenue)

	2015	2016	2017	2018	2015	2016	2017
January	7,418,000	18,590,517	27,548,430	17,379,581	36,719	92,023	136,365
February	6,607,900	9,701,034	19,017,050		32,709	48,020	94,134
March	7,874,934	15,147,174	29,692,641		38,981	74,979	146,979
April	14,291,370	21,160,913	19,953,544		70,742	104,747	98,770
May	14,068,904	19,813,122	24,277,456		69,641	98,075	120,173
June	20,361,466	26,065,161	36,414,050		100,789	129,023	180,250
July	25,571,387	24,020,546	28,779,145		126,578	118,902	142,457
August	22,614,538	21,648,781	18,859,991		111,942	107,161	93,357
September	18,821,380	16,950,242	38,431,272		93,166	83,904	190,235
October	16,519,240	21,157,409	31,278,148		81,770	104,729	154,827
November	14,736,156	16,916,011			72,944	83,734	0
December	13,187,535	20,607,695	25,603,889		65,278	102,008	126,739
	\$182,072,810	\$231,778,605	\$299,855,616		901,259	1,147,305	\$1,484,286



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City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
January 31, 2018



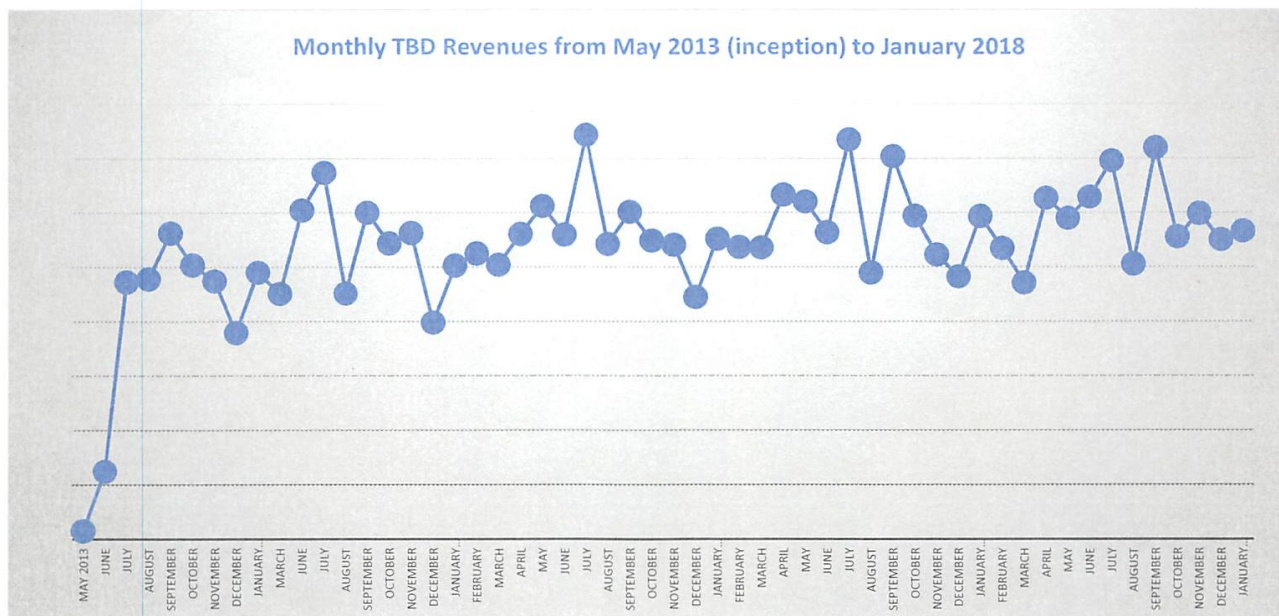
<u>Revenues</u>	<u>January 2018</u>	<u>Biennium-to- Date</u>	<u>Biennium Budget</u>
Lease Income (USPS & Kenmore Village)	0	20,120	89,000
Investment Interest	81	3,013	5,000
Transfer From General Fund	0	123,085	328,228
Misc. Revenues	0	170,282	0
Leasehold Excise Returned	0	643	2,400
Total Revenues	81	317,143	424,628
<u>Expenditures</u>			
Salaries/Wages/Benefits	0	761	60,000
Downtown Plan Services	433	8,122	0
Events & Misc.	0	28,451	44,000
Utilities and Insurance - Kenmore Village	10,568	36,758	64,200
Repairs, Maintenance, Other Services	2,318	58,258	84,600
Surface Water and Fire Benefit Fees	0	3,557	0
Computer Software	70	70	20,000
Improvements	0	0	8,000
Kenmore Village Public Square	0	334,896	0
Total Expenditures	13,388	470,875	292,228
 Net Income (Loss)	 -13,308	 -153,731	 132,400

NOTE: This schedule only reflects activity occurring on the City books and does not include the lease revenue and expenditures accounted for by the property management firm.

**Kenmore Transportation Benefit District
Monthly Report
January 31, 2018**

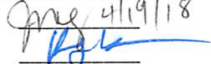


Revenues	January 2018	Biennium-to- Date	Percent of Budget	Biennium Budget
Vehicle Fees	28,314	381,967	56.17%	680,000
Investment Interest	29	3,978	497.20%	800
Total Revenues	\$28,343	\$385,945	56.69%	\$680,800
Expenditures				
Reimbursement to Street Fund	0	334,500	50.00%	669,000
Total Expenditures	0	334,500	50.00%	669,000
Net Income (Loss)	\$28,343	\$51,445		\$11,800





City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Seattle SMS Limited Partnership, a Delaware limited partnership D/B/A Verizon Wireless Franchise Agreement Proposed Council Action/Motion: Adopt Ordinance 18-0459, Seattle SMS Limited Partnership, a Delaware limited partnership D/B/A Verizon Wireless a franchise agreement to install and maintain a telecommunication system within the City owned right-of-way.	For Council Meeting Agenda of: April 23, 2018 Department: Public Works Prepared by: Jennifer Gordon, Public Works Operations Manager  <u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: <u>PR via email 2/12/18</u> Approved by Finance Director: <u>me 4/19/18</u> Approved by City Manager: <u></u> Exhibits/Attachments: Ordinance 18-0459
<u>INFORMATION/BACKGROUND:</u> The first reading of Ordinance 18-0459 granting Seattle SMS Limited Partnership d/b/a Verizon Wireless, a Delaware Limited Partnership, a non-exclusive communications franchise agreement for the right, privilege, and authority to make use of the public right-of-way for the purpose of constructing, operating, and maintaining a telecommunication system was presented at the April 16, 2018 Council meeting. The presentation by Verizon Wireless representatives provided an overview of the first major project planned under this franchise agreement, new small cell infrastructure to be installed along the 61st Ave NE corridor in Kenmore. State Law requires State law requires the City Council to consider the franchise at two public meetings prior to adoption.	
<u>FISCAL CONSIDERATION:</u> All costs of the build out will be covered by Seattle SMS, D/B/A Verizon Wireless. The City will receive revenue in the form of Franchise Utility Right-of Way application and inspection fees.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Vision Statement: Kenmore is a community that seeks to provide for the health, safety, and general welfare of all its citizens.	

ORDINANCE 18-0459

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AUTHORIZING AND GRANTING SEATTLE SMSA LIMITED PARTNERSHIP A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR AND REPLACE A WIRELESS TELECOMMUNICATIONS SYSTEM IN, UPON, ABOVE, ALONG, THROUGH, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF KENMORE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Seattle SMSA Limited Partnership, a Delaware limited partnership, d/b/a Verizon Wireless ("Franchisee") has requested that the City grant it the right to install, operate and maintain a wireless telecommunications system within the public rights-of-way of the City; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the public rights-of-way; and

WHEREAS, RCW 35A.47.040 grants the City the broad authority to grant non-exclusive franchises; and

WHEREAS, in order to maintain control over the use of the public rights-of-way by utilities and wireless communication providers (as such term is defined in Chapter 12.58 of the KMC) operating within the City, it is appropriate for the City to enter into franchise agreements with such entities; and

WHEREAS, Franchisee is such a wireless communication provider, and the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Franchisee for the operation of a wireless telecommunications system within the City's rights-of-way;

WHEREAS, the City is willing to grant the rights requested by Franchisee subject to certain terms and conditions.

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

Section 1. Recitals Incorporated. The Recitals set forth above are herein incorporated by reference as if set forth in full.

Section 2. Finding of Public Interest. The City Council hereby finds that the Non-Exclusive Wireless Telecommunications Franchise with Seattle SMSA Limited Partnership, a Delaware limited partnership, d/b/a Verizon Wireless, attached hereto as Exhibit A, and herein incorporated by reference as if set forth in full, is in the public interest.

Section 3. Franchise Authorized. The City Council hereby approves and authorizes the City Manager to enter into the attached franchise agreement (the "Franchise") with Franchisee, Exhibit A, to construct, install, operate, repair, maintain, restore and remove a wireless telecommunications system in, across, under, upon, along and over public roads and rights-of-way of the City of Kenmore.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance or the Franchise, or its or their application to any person or circumstance, be declared

unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance or the Franchise be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or the Franchise, or its or their application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

APPROVED by the City Council this ____ day of _____, 2018.

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

BY _____

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. 18-0459

EXHIBIT A TO ORDINANCE 18-0459

**A NON-EXCLUSIVE WIRELESS TELECOMMUNICATIONS FRANCHISE AGREEMENT
BETWEEN THE CITY OF KENMORE WASHINGTON AND SEATTLE SMSA LIMITED
PARTNERSHIP**

Section 1. Recitals Incorporated. The recitals set forth in Ordinance No. 2018-0459 are incorporated herein as if set forth in full.

Section 2. Definitions.

A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Franchisee.

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

C. "Emergency Situation" means an emergency involving likely loss of life or substantial property damage as determined by City or Franchisee, as the case may be, in good faith.

D. "Facilities" means Franchisee's wireless telecommunications system constructed, installed, maintained, repaired, upgraded, removed, replaced, restored, and operated within the City's Rights-of-Way, and shall include all, cables, wires, conduits, ducts, pedestals, and any associated converters, equipment, or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service. Facilities shall include any and all wireless communication facilities, as that term is defined in KMC 12.58.020.D.

E. "Franchise" means the initial authorization or renewal thereof, granted by the City, through Ordinance No. 2018-0459, or a subsequently adopted Ordinance, which authorizes construction, operation, maintenance, repair and replacement of Franchisee's Facilities for the purpose of offering Wireless Telecommunications Service.

F. "Franchisee" means Seattle SMSA Limited Partnership, a Delaware limited partnership, d/b/a Verizon Wireless.

G. "Franchise Area" and "Rights-of-Way" mean the surface and the space above and below public streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended; provided, the Franchise Area shall not include or convey any rights to Franchisee to install facilities on or to otherwise use City owned or leased properties outside the Franchise Area. In the event that any territory served by Franchisee is annexed to the City after the Effective Date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

H. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

I. "Telecommunications Service" means any telecommunications service, telecommunications capacity, or wireless communications services, provided by the Franchisee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services,

including, but not limited to, the transmission and reception of voice, data and other electronic information, internet access services, and other subsequently developed technology that carries a signal over fiber optic cable and/or transmits or receives radio frequencies by antennas. However, Telecommunications Service shall not include the provision of “cable services”, as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

J. “Ordinance” means Ordinance No. 2018-0459, which authorized and granted this Franchise.

Section 3. Franchise Granted.

A. Facilities within Franchise Area. Pursuant to RCW 35A.47.040, the City hereby grants to Franchisee, subject to the terms and conditions hereinafter set forth, the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across the Franchise Area for purposes of Telecommunications Service as defined herein, and in RCW 82.04.065, as such may be amended; provided that RCW 82.04.065 shall not serve to limit the definition of Telecommunications Service set forth in Section 2.

B. Permission Required to Enter Onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Franchisee to go upon any other public place other than the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case by case basis from the City. Nothing in this Franchise shall be deemed to grant, convey, create or vest a real property interest in land to or in Franchisee, including any fee or leasehold interest or easement rights.

C. Compliance with Applicable Laws. At all times during the term of the Franchise, Franchisee shall fully comply with all applicable laws, codes and regulations of the City, state and federal governments. If any federal, state, or local laws or regulations and any binding judicial interpretations thereof (collectively, “Laws”) that govern any aspect of the rights or obligations of the parties under this Franchise shall change after the Effective Date, and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Franchise as reasonably required to accommodate or ensure compliance with any such legal or regulatory change.

Section 4. Construction and Maintenance of Facilities.

A. Franchisee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with the Kenmore Municipal Code (“KMC”) and so as not to unreasonably interfere with the free and safe passage of pedestrian, bicycle and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City.

B. Prior to commencing any work in the Rights-of-Way, Franchisee shall comply with all applicable City regulations, including but not limited to Chapter 12.35 KMC (Rights-of-way), Chapter 12.58 KMC (Wireless Communication Facilities within City Rights-of-Way), and Chapter 18.60 KMC (Wireless Communication Facilities) and apply for, pay applicable fees and obtain prior approval of all necessary City permits and authorizations to do such work. Franchisee shall comply with all requirements and conditions of this Franchise and such permits and authorizations, including but not limited to location restrictions, traffic control, and restoration, repair or other work to restore the surface of the Franchise Area, as nearly as practicable, to its condition prior to such work, or as otherwise required by the Public Works Department and/or Community Development Department as a condition of the permit(s).

C. If Franchisee should fail to leave any portion of the excavation in a condition that meets the City's specifications per this Franchise, KMC and/or the City's Public Works Policies and Standards, the City may, on five (5) business days' written notice to Franchisee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the Franchise Area to a safe condition. Franchisee shall pay to the City the reasonable actual cost of such work within thirty (30) days following receipt of the City's billing for such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 10% of the total costs, fees and expenses of third parties).

D. Franchisee agrees that if any of its actions under this Franchise cause any surface or subsurface failure, or damage to any City property, survey monument, or property owned by a third-party, Franchisee shall restore, at its own cost and expense, the damaged Rights-of-Way or property to the City's reasonable specifications, within thirty (30) days after the date of such damage, or upon ten (10) business days written notice from City to Franchisee, whichever is later. If Franchisee fails to repair the damage to the City's reasonable specifications within the time frame specified herein, the City may order and complete all work necessary to restore the damaged area to a safe and acceptable condition and Franchisee shall reimburse the City for the reasonable actual costs of such work, within thirty (30) days after receipt of the City's billing for such work, including City overhead (provided that in no event shall such overhead exceed 10% of the total costs, fees and expenses of third parties).

E. In the event of an Emergency Situation, Franchisee may commence such emergency and repair work as required under the circumstances, provided that Franchisee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advanced notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Franchisee in writing as promptly as possible under the circumstances.

F. Before undertaking any of the work or improvements authorized by this Franchise, Franchisee shall furnish a bond executed by Franchisee and a corporate surety authorized to do a surety business in the State of Washington, with an AM Best rating of A- XII in the amount set forth in Section 17 of this Franchise, to insure performance of the Franchisee's obligations under this franchise, conditioned that the Franchisee shall well and truly keep and observe all of the covenants, terms and conditions and faithfully perform all of the Franchisee's obligations under this Franchise.

G. After the work is completed, Franchisee shall provide to the City, upon request, a copy of all as-built plans, maps, and records of the Facilities. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

Section 5. Location and Relocation of Facilities.

A. Franchisee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground, excluding antennas, and only excluding equipment, cabinets, and associated cables when specifically authorized by the City. Franchisee may provide the City with information relating to the commercially reasonable standards for wireless communications, and information that undergrounding of equipment, cabinets, and associated cables is not feasible or safe, or would result in the degregation of signal or frustrate the purpose for which this Franchise is granted, and based on such information the City shall make its reasonable determination whether undergrounding of such equipment, cabinets, and associated cables is required. Any new Facilities to be located above-ground shall be placed on existing utility poles, street lights and other structures authorized by code. Except as

specifically authorized by the City, no new utility poles or similar structures shall be installed by Franchisee in connection with placement of new above-ground Facilities.

B. Franchisee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each right-of-way segment shall be noted and conditioned with the issuance of each right-of-way permit. If adequate clear zones are unable to be achieved on a particular right-of-way, Franchisee shall locate in an alternate right-of-way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise provided by law, after ninety (90) days written notice from the City, Franchisee agrees to relocate, remove or reroute its Facilities, as ordered and when reasonably required by the City for a City funded project, at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. If Franchisee fails to timely relocate its Facilities as required herein, then the City may order and complete all work necessary to remove said Facilities to accommodate the City's project. Franchisee shall reimburse the City for the reasonable actual costs of said work, including City overhead (provided that in no event shall such overhead exceed 10% of the total costs, fees and expenses of third parties), within thirty (30) days receipt of the City's billing for such work. Pursuant to the provisions of Section 6, Franchisee agrees to protect and save harmless the City from any third-party claims for service interruption or other losses in connection with any such change or relocation, removal or rerouting of Franchisee's Facilities, other than City's negligence or willful misconduct.

D. Whenever the City undertakes (as a public works project or causes to be undertaken at City expense) the construction of any public works improvement within the Franchise Area and such public works improvement necessitates the relocation of Franchisee's then existing Facilities within the Franchise Area, the City shall:

1. Provide Franchisee written notice requesting such relocation no later than ninety (90) days after receiving notice from the City of the activities requiring such relocation; provided that in the event of an Emergency Situation the City shall give the Franchisee written notice as soon as practicable; and
2. Provide the Franchisee with copies of information for such improvement project and a proposed location for the Franchisee's Facilities so that Franchisee may relocate its Facilities in other Rights-of-Way in order to accommodate the project.

E. If required to relocate pursuant to this Section 5, the Franchisee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least ten (10) days prior to commencement of the project. Relocation shall be accomplished in such a manner as to accommodate the City's project. In the event of an Emergency Situation as described in this Section, Franchisee shall relocate its Facilities within the reasonable time period specified by the City.

F. The Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Franchisee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Franchisee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Franchisee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines

that there is no other reasonable alternative, the Franchisee shall relocate its Facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of the Franchise, unless the Franchisee transfers ownership of abandoned Facilities to the City as set forth in Section 16.

G. The provisions of this Section shall in no manner preclude or restrict the Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the facilities to be constructed by said Person or entity are not City-owned, operated or maintained facilities; provided, that such arrangements shall not unduly delay a City construction project.

H. The Franchisee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Franchisee to relocate its Facilities in a timely manner; provided, that the Franchisee shall not be responsible for damages due to delays caused by the City or circumstances beyond the reasonable control of the Franchisee.

I. In the event that the City orders the Franchisee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Franchisee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

J. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Franchisee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 6. Indemnification.

A. Franchisee hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, agents, officers, employees, volunteers and assigns (collectively referred to as the "City") from and against any third party claims, actions, injuries, demands, liabilities, losses, costs, damages, judgments, awards or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arising out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of Franchisee or its agents, servants, employees, contractors or subcontractors in the construction, operation or maintenance of its Facilities and/or in the exercise or performance of the rights granted to Franchisee under this Franchise.

B. The provisions of this Section, however, are not to be construed to require the Franchisee to hold harmless, defend or indemnify the City as to any claims which arise out of the negligence, willful misconduct or criminal acts of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

C. Franchisee's indemnification obligations pursuant to this Section shall include assuming potential liability for actions brought by Franchisee's own employees and the employees of Franchisee's employees, agents, servants, officers, independent contractors, or subcontractors even though Franchisee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to Claims against the City arising by virtue of Franchisee's negligent exercise of the rights set forth in this Franchise. The obligations of Franchisee under this Subsection C have been

mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Franchisee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

D. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Franchisee thereof in writing (and in any event prior to the date that Franchisee's rights to defend such claim or demand would be prejudiced), and Franchisee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, it shall likewise promptly notify Franchisee thereof, and Franchisee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. The indemnification obligations set forth herein shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Franchisee's written consent, prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim at its own cost and expense, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto in writing.

E. Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification.

F. The provisions of this Section shall survive the expiration and termination of this Franchise for a period of two (2) years.

Section 7. Default.

A. If Franchisee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Franchisee a written order to comply, which order shall describe with reasonable particularity the nature of any alleged noncompliance, within thirty (30) days from the date such order is received by Franchisee. If Franchisee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the reasonable actual costs and expenses of such action to Franchisee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Franchisee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Franchisee may so comply shall be extended for such time as may be reasonably necessary and so long as Franchisee works promptly and diligently to effect such compliance. During such a period, if Franchisee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following not less than ten (10) days' written notice to Franchisee, declare an immediate forfeiture of the Franchise and all of Franchisee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Franchisee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the parties agree that the City may place a hold on the issuance of pending Franchisee Right-of-Way use permits and/or permits required under Title 18 KMC until compliance with this Franchise is achieved. The City may also achieve compliance by enforcing the security provisions set forth in Section 17.

C. If City shall fail to comply with a material provision of this Franchise within thirty (30) days of receipt of written notice of default from Franchisee, Franchisee may seek all remedies available to it at law and in equity, including but not limited to injunctive relief.

Section 8. Nonexclusive Franchise. The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 9. Franchise Term.

A. The Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Franchise (as set out in Section 21), provided that the term may be extended for an additional five (5) years upon the written agreement of Franchisee and the City; and provided further, however, Franchisee shall have no rights under the Franchise nor shall Franchisee be bound by the terms and conditions of the Franchise unless Franchisee shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.

B. If the City and Franchisee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

Section 10. Reservation of Rights.

A. The City reserves unto itself the right and power at all times to exercise its police powers as specifically pertains to the time, manner, and placement of Franchisee's Facilities . The City shall administer this Franchise and exercise its police powers in a reasonable and lawful manner.

B. Pursuant to RCW 35.21.860, the City acknowledges that it is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.16.010, or service provider for use of the right-of-way, except for actual administrative expenses incurred by the City directly related to receiving and approving a permit, license, and franchise to inspecting plans and construction, or to the preparation of a detailed statement pursuant to chapter 43.21C RCW. This Franchise is premised upon the City and Franchisee's understanding that the activities proposed by the Franchisee constitute a "telephone business or a "service provider." Except as otherwise set forth herein, the rights granted under this Franchise are not conditioned upon payment of compensation in addition to reimbursement of actual administrative expenses as set forth in Section 18. Provided, however, Franchisee acknowledges and agrees that if any Facilities meet the conditions set forth in RCW 35.21.860(1)(e)(i) – (iii), as may be amended, then Franchisee shall pay the required site-specific charges set forth in Chapter 12.58 KMC. Other than described herein, the City will not impose a franchise fee under the terms of this Ordinance.

C. The City hereby reserves its right to impose a franchise fee, tax or charge on Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, if Franchisee's operations are not those of a telephone business as defined in RCW 82.16.010, or of a service provider pursuant to RCW 35.21.860, if a court of competent jurisdiction determines that such fees are permissible, or if statutory and regulatory prohibitions on the imposition of such fees are removed. The City also reserves its right to require that Franchisee obtain a separate franchise for a change in use, which franchise may include provisions intended to regulate Franchisee's operations, as allowed under applicable law.

Section 11. Undergrounding. New Facilities, excluding antennas, , and only excluding equipment cabinets, and associated cables that are approved by the City to be installed underground, shall be installed

underground pursuant to Section 5 of the Franchise. Franchisee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Franchisee will cooperate with the City in the undergrounding of Franchisee's Facilities, excluding antennas, equipment cabinets, and associated cables approved by the City, within the Franchise Area. If during the term of the Franchise, the City shall direct Franchisee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in Chapter 35.99 RCW. Franchisee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any public works improvement which would otherwise require relocation of Franchisee's above-ground Facilities, the City may, by written notice to Franchisee, direct that Franchisee convert any such Facilities, excluding antennas, to underground Facilities, consistent with Section 5 of this Franchise.

Section 12. Record of Installations and Service. A. With respect to excavations by Franchisee and the City within the Franchise Area, Franchisee and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable state and federal laws.

Section 13. Shared Use of Excavations and Trenches.

A. If either the City or Franchisee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, *provided that*: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Franchisee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Franchisee shall recover its incremental costs of providing such facilities to the City.

B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Franchisee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums. In the event Franchisee cannot open trench because City is exercising its rights specified in this Section, Franchisee may request to accomplish its work through boring or other methods to meet its requirement. The City shall review, and its discretion, approve or reject the request for boring or other methods, which will be determined by the City as part of permitting.

C. The City reserves the right to require Franchisee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 14. Insurance.

A. Franchisee shall procure and maintain for the duration of the Franchise, or ensure that its agents and representatives procure and maintain while working hereunder, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise in the amounts and types set forth below:

1. Commercial General Liability insurance with limits of \$3,000,000 per occurrence for bodily injury (including death) and property damage and \$5,000,000 general aggregate, including premises operation, products and completed operations and explosion, collapse and underground coverage extensions;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for each accident for bodily injury and property damage; and

3. Worker's compensation within statutory limits and employer's liability insurance with limits of \$1,000,000 for each accident/disease/policy limit or as required by law.

B. Franchisee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Franchisee's insurance and shall not contribute with it.

C. Franchisee shall furnish the City with certificates of the foregoing insurance coverage and the blanket additional insured endorsement. Franchisee shall provide the City with said endorsement upon acceptance and execution of this Franchise.

D. Franchisee shall have the right to self-insure any or all of the above-required insurance.

E. Franchisee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

F. Franchisee shall require all subcontractors to obtain and maintain the same insurance coverage with substantially the same limits as required of Franchisee. Franchisee shall provide the City with proof of such insurance prior to working in the Franchise Area.

Section 15. Assignment.

A. All of the provisions, conditions, and requirements herein contained shall be binding upon Franchisee, and no right, privilege, license or authorization granted to Franchisee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold. Notwithstanding the foregoing, Franchisee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Franchise); or (b) a lender for security purposes only.

B. Franchisee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that*: Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.

Section 16. Abandonment and Removal of Facilities. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Franchisee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however*, that upon receipt of Franchisee's written request, the City may permit all or a portion of the Franchisee's Facilities to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of such Facilities to the City, the Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Franchisee to remove any such Facilities through judicial action when the City has not permitted the Franchisee to abandon said Facilities in place, and Franchisee shall pay all costs associated with the removal of said Facilities, including but not limited to reasonable attorneys' fees.

Section 17. Security Device to Insure Performance.

A. Pursuant to RCW 35A.47.040, Franchisee shall, within ten (10) days after its acceptance of this Franchise, file with the City and at all times thereafter maintain in full force and effect a security device (such as a bond, letter of credit, or other security) in a manner and form acceptable to the City, effective for a two (2) year period, with automatic renewals, throughout the term of this Franchise.

B. The security device shall be submitted to the City prior to issuance of any right-of-way permits relating to the Facilities, and shall be a condition of such permit approval.

C. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and surety of such security device any damages suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of facilities hereinabove described, up to the full amount of the said security device, said condition to be a continuing obligation for the duration of this Franchise and thereafter until Franchisee has discharged all of its obligations within the City which may have arisen from the acceptance of such Franchise by Franchisee or from its exercise of any such privilege herein granted.

D. The security device filed in accordance with the requirement of this section shall be in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00). In the event of substantial change in volume of street space occupied by Franchisee's Facilities, the City may require a corresponding change in the amount of such security device. If the amount of the security device is depleted below \$50,000 for any reason, then Franchisee shall restore it to the full amount required herein within thirty (30) days of such depletion.

Section 18. Reimbursement of Costs. Pursuant to RCW 35.21.860, Franchisee shall reimburse and pay to the City the amount of reasonable actual administrative expenses incurred by the City which are directly related to receiving and approving, all permit(s), license(s), and this Franchise, to inspecting plans and construction, or to the preparation of documents and statements prepared pursuant to Chapter 43.21C of the RCW, including but not limited to such expenses incurred by City's consultants, City's Staff and City's Attorney's Office. As such expenses are incurred by the City, the City shall submit to Franchisee statements/billings for such expenses. Franchisee shall make payment to the City in reimbursement of such undisputed expenses within thirty (30) days of the receipt of such statements/billings. If Franchisee in good faith disputes any portion of the administrative expenses, Franchisee shall pay the undisputed portion, if any, and provide written notice of the dispute within thirty (30) days of the receipt of the statement/billings from the City. Unless the City agrees to a modification of the statement/billings based on Franchisee's dispute notice, Franchisee and the City shall negotiate any dispute in good faith, and if they cannot reach a resolution to such a dispute, both the City and Franchisee may invoke any other remedies available to them at law and in equity. In the event of non-payment thereafter, Franchisee shall pay the City's reasonable attorneys' fees and other costs incurred in collecting such amount.

Section 19. Miscellaneous.

A. Severance. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

B. Non-Waiver. Failure of either Franchisee or the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the non-defaulting party shall have the right to declare any such breach or default at any time. Failure of the Franchisee or the City to declare one breach or default does not act as a waiver of such party's right to declare another breach or default.

C. Compliance with law. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Franchise and matters related to the Ordinance shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, and applicable state law, and in a reasonable and non-discriminatory manner.

D. Attorney fees. In the event that either party commences litigation or arbitration proceedings against the other party relating to the performance or alleged breach of this Franchise, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees incurred, relating to such litigation, including those incurred in the event of any appeal.

E. Forum. Any litigation filed by either party arising out of or relating to this Franchise shall be filed in King County Superior Court.

Section 20. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

City of Kenmore
City Manager
18120 68th Ave NE
PO Box 82607
Kenmore, WA 98028

Franchisee:

SEATTLE SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

With a copy to:

SEATTLE SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless
Attn: West Area General Counsel
15505 Sand Canyon Avenue
Irvine, CA 92618

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 21. Effective date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage by the Kenmore City Council and publication pursuant to Section 1.01.010 of the Kenmore Municipal Code and by this reference approved by the City Council; provided it has been duly accepted by Franchisee as evidenced by Franchisee's submittal to City of the signed Statement of Acceptance in form substantially similar to that attached hereto and incorporated herein by this reference.

CITY OF KENMORE

By: _____

Its: _____

Dated: _____

Seattle SMSA Limited Partnership,
a Delaware limited partnership,
d/b/a Verizon Wireless

By: _____

Its: _____

Dated: _____

STATEMENT OF ACCEPTANCE

Seattle SMSA Limited Partnership, a Delaware limited partnership, d/b/a Verizon Wireless, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached to Ordinance No. 2018-0459, and hereby incorporated by reference.

By: _____

Its: _____

Title: _____

Dated: _____

STATE OF WASHINGTON)

)ss.

COUNTY OF KING)

On this _____ day of _____, 2018, before me the undersigned, a Notary of Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of Celco Partnership, General Partner of Seattle SMSA Limited Partnership, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

DATED: _____

(Signature)

NAME: _____

(Print Name)

Notary Public in and for the State of _____

Commission Expires: _____



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing and Deliberation on Ordinance No. 18-0462 Extending the Moratorium Prohibiting the Filing and Acceptance of Applications for Development Permits Relating to Mobile Home Parks Proposed Council Action/Motion: Hold a public hearing to receive input on possible continuation of the mobile home park redevelopment moratorium put in place by the City Council through adoption of Ordinance No. 17-0453 on November 13, 2017, expiring on May 11, 2018. Adopt Ordinance No. 18-0462 to extend the current moratorium prohibiting the filing and acceptance of applications for development permits relating to mobile home parks to and through October 28, 2018.	For Council Meeting Agenda of: 4/23/18 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner</u> Initial & Date Approved by Department Head: <u>DA 4/16/18</u> Approved by City Attorney: <u>JS by email 4/3/18</u> Approved by Finance Director: <u>✓ Cme 4/10/18</u> Approved by City Manager: <u>NKD R/R 12 APR 2018</u> Exhibits/Attachments: 1. Ordinance 17-0453 2. Proposed Ordinance 18-0462
<u>INFORMATION/BACKGROUND:</u> On November 13, 2017, the City Council adopted Ordinance 17-0453 (Attachment 1) establishing a moratorium that prohibits the filing and acceptance of applications for development permits relating to mobile home parks. The moratorium was adopted for a 6-month period from the November 13, 2017 effective date of the Ordinance through May 11, 2018. The moratorium automatically expires on May 11, 2018 unless it is repealed, modified or extended after a public hearing and entry of findings. The Ordinance preserves the integrity of the City's development regulations while City officials, including the Planning Commission and City Council, and staff are reviewing, analyzing, and potentially enacting the policies described in the Housing Strategy Plan related to preserving existing affordable housing in the mobile home parks. The Planning Commission has been reviewing the issues surrounding mobile home park preservation since October 2017, and will be holding a public hearing on options for treatment on May 15 and 16, 2018. The Commission anticipates providing a recommendation to the City Council in June or July. Given that final policies and potential new regulations will not be finalized before the current expiration deadline of the moratorium, an extension is recommended. Proposed Ordinance 18-0462 would authorize this extension (Attachment 2). State law requires that the city hold a public hearing on the moratorium extension. After the public hearing the City Council will consider the extension.	
<u>FISCAL CONSIDERATION:</u> None at this time. Staff time will be required to review the issues surrounding options for the mobile home parks. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Comprehensive Plan Housing Element Policy H-3.1: "Encourage retention of the existing housing stock in Kenmore as a source of affordable housing." Comprehensive Plan Housing Element Policy H-3.2: "Encourage relocation assistance and replacement housing to be developed, where feasible, to help very low- and low-income households when displacement is unavoidable..."	

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**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 18-0462**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, EXTENDING FOR SIX MONTHS THE
CITY'S MORATORIUM PROHIBITING THE FILING AND
ACCEPTANCE OF APPLICATIONS FOR DEVELOPMENT
PERMITS RELATING TO MOBILE HOME PARKS;
AMENDING SECTION 4 OF ORDINANCE 17-0453; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, pursuant to the Growth Management Act, Chapter 36.70A RCW, the City has the authority and the obligation to plan for the orderly and effective growth and development of property within the City, which planning processes include the adoption of a Comprehensive Plan and other planning documents for the City; and

WHEREAS, under Chapters 35A.11 and 35A.63 RCW, and the Growth Management Act, the City has the authority to adopt ordinances regulating the use and development of property within the City, consistent with the policies and provisions of the City's Comprehensive Plan; and

WHEREAS, the City has adopted a Comprehensive Plan and other planning documents in accordance with the Growth Management Act's requirements; and

WHEREAS, the City's Comprehensive Plan recognizes that the City is one of the few communities in east King County with any significant number of mobile and manufactured homes, that overall availability of mobile and manufactured housing has been decreasing in King County as parks are redeveloped with other uses, and that mobile and manufactured housing has offered a relatively affordable form of housing and is being replaced with more expensive housing; and

WHEREAS, H-3.1 and H-3.2.1 of the Housing Element of the City's Comprehensive Plan specifically encourage the retention and preservation of the City's existing housing stock as a source of affordable housing; and

WHEREAS, in April 2016, the City Council directed the Planning Commission to draft and recommend a Housing Strategy Plan, in accordance with the implementation strategies of the Comprehensive Plan Housing Element, to emphasize affordable housing strategies in the City; and

WHEREAS, on March 20, 2017, the City Council considered and adopted the Housing Strategy Plan, which includes consideration of preserving existing mobile and manufactured housing as an important source of affordable housing, and suggests potential amendments to the Kenmore Municipal Code and other City action, which require more time for City officials and staff to review, analyze, and potentially enact; and

WHEREAS, since adoption of the Housing Strategy Plan, the Planning Commission has been studying the various options articulated therein, including at the October 3, October 17, November 21, December 5, 2017 and January 2, January 23, January 30, February 6, March 15, March 20, and April 3, 2018 Planning Commission meetings where the commissioners and staff received background information and input from mobile home park residents, property owners; and others representing those interests; and

WHEREAS, the City needs additional time to consider the policy options for the mobile home parks, to conduct appropriate research and analysis, and to implement policy choices; and

WHEREAS, the regulation of zoning and land use are valid exercises of City police powers under Article XI, Section 11 of the State Constitution; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to adopt a moratorium on development or land use for six-months, and hold a public hearing on the moratorium within sixty (60) days of the initial adoption of the moratorium; and

WHEREAS, on November 27, 2017, the City Council held a public hearing on the zoning moratorium established in Ordinance No. 17-0453, at which time City staff and members of the public had the opportunity to present testimony and other evidence in support of or against the moratorium, and after considering all the evidence presented at the hearing, the City Council made no changes to the moratorium; and

WHEREAS, the City Council deems it to be in the best interests of the public to extend for an additional six months the zoning moratorium prohibiting the filing and acceptance of applications for development permits relating to mobile home parks, pending consideration of policies to address such mobile home parks; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to renew a moratorium on development or land use for a six-month period if a public hearing is held and findings of fact are made prior to the renewal; and

WHEREAS, on April 23, 2018, the City Council held a public hearing on an extension for an additional six months of the zoning moratorium established by Ordinance No. 17-0453, at which time City staff and members of the public had the opportunity to present testimony and other evidence in support of or against the extension of the moratorium;

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of the extension for six months of the moratorium originally imposed by Ordinance No. 17-0453.

Section 2. Extension of Moratorium. Section 4 of Ordinance No. 17-0453 is amended to read as follows:

The moratorium established in Section 2 above shall be in effect until October 28, 2018, and shall automatically expire on that date unless repealed, modified, or extended after subsequent public hearing and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 23rd DAY OF APRIL, 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

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



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing and Deliberation on Ordinance No. 18-0462 Extending the Moratorium Prohibiting the Filing and Acceptance of Applications for Development Permits Relating to Mobile Home Parks Proposed Council Action/Motion: Hold a public hearing to receive input on possible continuation of the mobile home park redevelopment moratorium put in place by the City Council through adoption of Ordinance No. 17-0453 on November 13, 2017, expiring on May 11, 2018. Adopt Ordinance No. 18-0462 to extend the current moratorium prohibiting the filing and acceptance of applications for development permits relating to mobile home parks to and through October 28, 2018.	For Council Meeting Agenda of: 4/23/18 Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner</u> Initial & Date Approved by Department Head: <u>DA 4/16/18</u> Approved by City Attorney: <u>JS by email 4/3/18</u> Approved by Finance Director: <u>✓ Cme 4/10/18</u> Approved by City Manager: <u>NKD R/R 12 APR 2018</u> Exhibits/Attachments: 1. Ordinance 17-0453 2. Proposed Ordinance 18-0462
<u>INFORMATION/BACKGROUND:</u> On November 13, 2017, the City Council adopted Ordinance 17-0453 (Attachment 1) establishing a moratorium that prohibits the filing and acceptance of applications for development permits relating to mobile home parks. The moratorium was adopted for a 6-month period from the November 13, 2017 effective date of the Ordinance through May 11, 2018. The moratorium automatically expires on May 11, 2018 unless it is repealed, modified or extended after a public hearing and entry of findings. The Ordinance preserves the integrity of the City's development regulations while City officials, including the Planning Commission and City Council, and staff are reviewing, analyzing, and potentially enacting the policies described in the Housing Strategy Plan related to preserving existing affordable housing in the mobile home parks. The Planning Commission has been reviewing the issues surrounding mobile home park preservation since October 2017, and will be holding a public hearing on options for treatment on May 15 and 16, 2018. The Commission anticipates providing a recommendation to the City Council in June or July. Given that final policies and potential new regulations will not be finalized before the current expiration deadline of the moratorium, an extension is recommended. Proposed Ordinance 18-0462 would authorize this extension (Attachment 2). State law requires that the city hold a public hearing on the moratorium extension. After the public hearing the City Council will consider the extension.	
<u>FISCAL CONSIDERATION:</u> None at this time. Staff time will be required to review the issues surrounding options for the mobile home parks. <u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Comprehensive Plan Housing Element Policy H-3.1: "Encourage retention of the existing housing stock in Kenmore as a source of affordable housing." Comprehensive Plan Housing Element Policy H-3.2: "Encourage relocation assistance and replacement housing to be developed, where feasible, to help very low- and low-income households when displacement is unavoidable..."	

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**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 18-0462**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, EXTENDING FOR SIX MONTHS THE
CITY'S MORATORIUM PROHIBITING THE FILING AND
ACCEPTANCE OF APPLICATIONS FOR DEVELOPMENT
PERMITS RELATING TO MOBILE HOME PARKS;
AMENDING SECTION 4 OF ORDINANCE 17-0453; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, pursuant to the Growth Management Act, Chapter 36.70A RCW, the City has the authority and the obligation to plan for the orderly and effective growth and development of property within the City, which planning processes include the adoption of a Comprehensive Plan and other planning documents for the City; and

WHEREAS, under Chapters 35A.11 and 35A.63 RCW, and the Growth Management Act, the City has the authority to adopt ordinances regulating the use and development of property within the City, consistent with the policies and provisions of the City's Comprehensive Plan; and

WHEREAS, the City has adopted a Comprehensive Plan and other planning documents in accordance with the Growth Management Act's requirements; and

WHEREAS, the City's Comprehensive Plan recognizes that the City is one of the few communities in east King County with any significant number of mobile and manufactured homes, that overall availability of mobile and manufactured housing has been decreasing in King County as parks are redeveloped with other uses, and that mobile and manufactured housing has offered a relatively affordable form of housing and is being replaced with more expensive housing; and

WHEREAS, H-3.1 and H-3.2.1 of the Housing Element of the City's Comprehensive Plan specifically encourage the retention and preservation of the City's existing housing stock as a source of affordable housing; and

WHEREAS, in April 2016, the City Council directed the Planning Commission to draft and recommend a Housing Strategy Plan, in accordance with the implementation strategies of the Comprehensive Plan Housing Element, to emphasize affordable housing strategies in the City; and

WHEREAS, on March 20, 2017, the City Council considered and adopted the Housing Strategy Plan, which includes consideration of preserving existing mobile and manufactured housing as an important source of affordable housing, and suggests potential amendments to the Kenmore Municipal Code and other City action, which require more time for City officials and staff to review, analyze, and potentially enact; and

WHEREAS, since adoption of the Housing Strategy Plan, the Planning Commission has been studying the various options articulated therein, including at the October 3, October 17, November 21, December 5, 2017 and January 2, January 23, January 30, February 6, March 15, March 20, and April 3, 2018 Planning Commission meetings where the commissioners and staff received background information and input from mobile home park residents, property owners; and others representing those interests; and

WHEREAS, the City needs additional time to consider the policy options for the mobile home parks, to conduct appropriate research and analysis, and to implement policy choices; and

WHEREAS, the regulation of zoning and land use are valid exercises of City police powers under Article XI, Section 11 of the State Constitution; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to adopt a moratorium on development or land use for six-months, and hold a public hearing on the moratorium within sixty (60) days of the initial adoption of the moratorium; and

WHEREAS, on November 27, 2017, the City Council held a public hearing on the zoning moratorium established in Ordinance No. 17-0453, at which time City staff and members of the public had the opportunity to present testimony and other evidence in support of or against the moratorium, and after considering all the evidence presented at the hearing, the City Council made no changes to the moratorium; and

WHEREAS, the City Council deems it to be in the best interests of the public to extend for an additional six months the zoning moratorium prohibiting the filing and acceptance of applications for development permits relating to mobile home parks, pending consideration of policies to address such mobile home parks; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to renew a moratorium on development or land use for a six-month period if a public hearing is held and findings of fact are made prior to the renewal; and

WHEREAS, on April 23, 2018, the City Council held a public hearing on an extension for an additional six months of the zoning moratorium established by Ordinance No. 17-0453, at which time City staff and members of the public had the opportunity to present testimony and other evidence in support of or against the extension of the moratorium;

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

Section 1. Findings. The recitals set forth above are hereby adopted as the City Council's findings in support of the extension for six months of the moratorium originally imposed by Ordinance No. 17-0453.

Section 2. Extension of Moratorium. Section 4 of Ordinance No. 17-0453 is amended to read as follows:

The moratorium established in Section 2 above shall be in effect until October 28, 2018, and shall automatically expire on that date unless repealed, modified, or extended after subsequent public hearing and entry of appropriate findings of fact as provided in RCW 35A.63.220 and RCW 36.70A.390.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 23rd DAY OF APRIL, 2018.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

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



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing, Deliberation and Action to Allow Temporary Use Homeless Shelter for 150 Days at the Northlake Lutheran Church Proposed Council Action/Motion: Motion to allow temporary use homeless shelter at the Northlake Lutheran Church, located at 6620 NE 185th Street, for 150 days in 2018.	For Council Meeting Agenda of: <u>April 23, 2018</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> <u>Initial & Date</u> Approved by Department Head: <u>BA 4/19/18</u> Approved by City Attorney: _____ Approved by Finance Director: <u>Chris 4/19/18</u> Approved by City Manager: <u>ROK</u> Exhibits/Attachments: 1. Temporary Use Permit Application Packet 2. Memo from Camp Unity Eastside
<u>INFORMATION/BACKGROUND:</u> On April 6, 2018 the City received a joint Temporary Use Permit from Camp Unity Eastside ("Camp Unity"), and Kenmore-Bothell Interfaith Group ("KBIG"), to use Northlake Lutheran Church's property and facilities for a homeless shelter. Project Description: Northlake Lutheran church proposes a two-part ("phased") temporary use intended to help address homelessness in the area. Both phases provide shelter to those in need: the first phase is an outdoor encampment in the springtime, and the second phase is an indoor emergency shelter in the fall. In total, the temporary use is proposed for 150 days. Phase I: The Northlake Lutheran church, along with Camp Unity, propose a temporary outdoor tent-based emergency homelessness encampment for a period of 120-days, between 5/4/2018 and 9/1/2018, accommodating a maximum of 40 people. This phase is referred to as the "CUE Encampment." Phase II: The Northlake Lutheran church, along with KBIG, proposed a temporary indoor emergency cold-weather homeless shelter for a period of 30 days, between 10/1/2018 and 10/31/2018. This phase is referred to as the "KBIG Shelter." Process: Pursuant to KMC 18.100.120(B), temporary use proposals which exceed a total of 90 days require a public hearing and decision made by City Council. A temporary use permit shall not be granted for the same temporary use on a property more than once per calendar year; provided, that a temporary use permit may be granted for multiple events during the approval period.	
<u>FISCAL CONSIDERATION:</u> NA	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To continue to provide housing and public safety needs for the community.	

101	CITY OF KENMORE, WA PERMIT APPLICATION	
18120 68 th Ave NE, Kenmore, WA 98028 425-398-8900 www.kenmorewa.gov		
Permit Type: <u>Temporary Use Permit</u> Project Name: <u>CUE Encampment / KBIG Emergency Shelter</u> Project Description: <u>Phase 1 - 120 days, May 4 - Sept. 1 Camp Unity Eastside temporary emergency tent encampment.</u> <u>Phase 2 - 30 days, Oct. 1 - Oct. 31 KBIG-Emergency Cold weather shelter for homeless.</u>		Permit #: TMP18-0153 Phase 1 RECEIVED APR 06 2018 CITY OF KENMORE Date stamp
Property Address: <u>Northlake Lutheran Church, 6620 NE 185th St, Kenmore, WA 98028</u> Lot #: _____ Floor and Suite #: _____ Parcel Number: <u>022604-9037, 9034, 9016</u> Legal Description: <u>W 230 FT OF N 471 FT OF S 815 FT OF E HALF SE QTR SE QTR STR 02-26-04 AKA LOT B KCLLA L94L0026 REC #9408101437 & 9506210694</u>		
Applicant: <u>Northlake Lutheran Church</u> Phone: _____ Address: _____ City, St, Zip: _____ e-mail address: _____ Fax: _____		
Property Owner: <u>Northlake Lutheran Church</u> Phone: <u>425-486-6977</u> Address: <u>6620 NE 185th St,</u> City, St, Zip: <u>Kenmore, WA 98028</u> e-mail address: <u>office@northlakelutheran.org</u> Fax: _____		
Contractor's Company Name: _____ Phone: _____ Address: _____ City, St, Zip: _____ e-mail address: _____ Fax: _____ Contractor's Lic. #: _____ Expiration Date: _____ State UBI#: _____		
Contact Person: <u>Mark Van Wormer</u> Phone: <u>206-963-1694</u> Address: _____ City, St, Zip: <u>Woodinville, WA</u> e-mail address: <u>marksvanwormer@outlook.com</u> Fax: _____		
Interim Construction Loan Lender OR Payment Bond Issuer: _____ Address: _____ City, St, Zip: _____ Phone: _____ Fax: _____		
For projects costing more than \$5,000; If not available at time of application the applicant shall so state and provide as soon as the information is obtained. (KMC 15.30.225.B.4.b)		
All provisions of laws and ordinances governing this type of work will be complied with. I certify under penalty of perjury that the information provided on this application is true and correct and, further that I am authorized by the owner of the above premises to perform the work for which the permit application is made. I further agree to hold harmless the City of Kenmore as to any claim (including costs, expenses, and attorney's fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Kenmore, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as part of this application.		
OWNER/APPLICANT: <u>Mark Van Wormer</u> signature		Date: <u>4-5-18</u>
I hereby authorize the City representatives to inspect my property Monday-Friday between the hours of 8:00 a.m. and 5:00 p.m. during this permit application process for verifying site conditions.		

219	CITY OF KENMORE, WA TEMPORARY USE PERMIT CHECKLIST		
18120 68 th Ave NE, Kenmore, WA 98028 425-398-8900 www.kenmorewa.gov			
Staff use Area	Permit Number: Project Number: Related Permit(s):	TMP18-0153 Phase 1	RECEIVED APR 06 2018 CITY OF KENMORE
DRT			Date Stamp
A Permit Application needs to be completed and submitted with this checklist. This checklist identifies the minimum requirements and number of copies the applicant must submit for the City of Kenmore to accept the application. Should any of the following minimum items not be provided, the application will not be accepted at the counter. Acceptance does not deem the application complete. Submittal Requirements: Applicant, please check each box under the applicant heading on this checklist to confirm items included in your submittal. If you think an item is not applicable, you must contact the appropriate department prior to your intake, to have the item(s) initialed as not required.			
1	Appl. ☐ Staff ☐	A completed permit application A completed supplemental permit application	# of Copies 4 4
2	☐ ☐	Temporary Use Permit Justification Information Provide detailed justification to <i>all</i> decisional criteria listed in KMC 18.100.125.	3
3	☐ ☐	Parking/Traffic Control Attendant Plan (if required) See KMC 18.100.140 for requirements.	3
4	☐ ☐	Site Plan package The following information must be shown on the site plan submittal; additional sheets may be used as necessary: ▪ Site plan size drawn to a legible engineering scale ▪ North arrow and vicinity map. Show sufficient detail to clearly locate the project in relation to arterial streets, natural features, and municipal boundaries ▪ Tax parcel number ▪ Legal description of the property boundary and dimensions of all proposed lots ▪ Area in square feet or acres of the total property ▪ Existing impervious surfaces ▪ Zoning designation of property and surrounding properties ▪ Topographic contours with intervals at a maximum of 5 feet ▪ All adjacent streets, including street name, right-of-way width, and improvements (i.e. pavement width, sidewalk, shoulders). Provide radius of cul-de-sacs. ▪ Location and dimension of proposed streets/access (width, radius of cul-de-sacs, and sidewalks) ▪ Sight distance measurements at all access locations ▪ Location, dimension, and use of existing and proposed easements. Reference recording numbers ▪ Parking & Circulation – location and dimensions of all entry drives. Show the proposed layout including parking stall angle, bay and aisle width, and provide typical dimensions for stall width and length to the wheel stop. Locate and give dimensions for on-site loading areas.	4

4 cont	▪ Indicate compact, full size and handicap parking spaces. Show dimensions of all garages and indicate proposed tandem parking spaces. ▪ Pedestrian Circulation – Show the layout of all internal walkways and connection to public sidewalks, trails and/or right-of-ways. ▪ Existing structures, retaining walls, septic tanks, drainfields and wells, and distances to existing and proposed property lines. Identify if any structures are to be removed or demolished. ▪ Proposed structures and all dimensions ▪ Boundaries of critical areas (streams, wetlands, fish and wildlife habitats of importance, flood hazard areas, shorelines, landslide hazard, erosion hazard, seismic hazard) and boundaries of required buffers and building setbacks. ▪ Location and size of storage space and collection points for recyclables per KMC 18.30.250.
5	NOTES: ▪ Permit Application Fees (see fee schedule)

**Temporary Use Permit Application
Response to Kenmore Staff Final Comments**

TMP18-0153 Phase 1 Narrative
Camp Unity Eastside
Homeless Encampment
Northlake Lutheran Church
6620 NE 185th street

RECEIVED
APR 06 2018

CITY OF KENMORE

Development Services
Samantha Loyuk, Associate Planner

Zoning and Use:

2. A Temporary Use Permit TUP is Required

- b. The duration of this temporary use will be 120 days. City staff have advised us that to apply for a 120-day TUP will require a public hearing and City Council approval.*
- c. The CUE encampment temporary use will be May 4 through September 1, 2018*
- d. The CUE encampment temporary use is not planned to occur more than once in a calendar year.*

4. Per KMC 18.100.125

- a. The proposed temporary use will not be materially detrimental to the public welfare;

King County has declared a State of Emergency for the current homelessness issue. Camp Unity Eastside (CUE) is an encampment for adults over 18 experiencing homelessness. This temporary use will be a net benefit to the community by providing a safe, secure and controlled place for homeless to live. Staff from King County, and Cities of Redmond, Kirkland, and Woodinville support CUE and have acknowledged the benefits of CUE to the community. King County police officers familiar with CUE such as Woodinville Chief of Police supports CUE and has stated that camp residents have helped fight crime.

Camp Unity Eastside is an adult only (18+) encampment. It is drug free, alcohol free, marihuana free and weapons free.

The temporary facilities needed for this CUE encampment will include:

- *Individual sleeping tents to accommodate a maximum of 40 residents*
- *3 large (approximately 12 x 22') community tents*
- *10'x10' smoking canopy*
- *Shower trailer with small laundry room*
- *3 portable toilets*
- *Trash receptacle.*

These facilities are shown on the site plan.

The trail shown on the site plan is an informal path that connects to a wooded lot used by residents in the neighborhood.

CUE lighting will be focused toward the camp and will not project into neighboring properties.

b. The proposed temporary use is compatible with existing land uses in the immediate vicinity in terms of noise and hours of operation;

The intended temporary use is compliant with existing use. CUE maintains a quiet peaceful atmosphere as is usual for the neighborhood or church setting. CUE is considered a Quiet Zone 24/7. This allows residents to be able to sleep day or night depending on their work schedule.

c. Adequate public off-street parking and traffic control for the exclusive use of the proposed temporary use can be provided in a safe manner. [Ord. 11-0329 § 3 (Exh. 1).

There is no need for off-street parking or traffic control.

There are 96 regular stalls 7 disabled parking spaces for a total of 103 parking stalls at Northlake Lutheran Church. The size of the church congregation is significantly smaller than it has been historically. 15 to 20 years ago the attendance was close to 200. Currently attendance at Sunday services ranges from 45-55. Christmas and Easter attendance can be as high as 75. Summer time is a lower attendance period because of family vacations.

CUE will occupy a total of 24 parking stalls.

14 parking spaces will be needed for the tents including open space for fire protection

2 parking spaces will be needed for the shower

8 parking spaces will be needed for the 2 camp vans and 6 personal cars

Northlake Lutheran Church needs 55 stalls for Sunday service.

Worst case scenario is 79 of the 103 parking stalls will be used. At this peak use there will be a surplus of 24 parking stalls on church property. There is no need for on street parking. See site plan.

5. Northshore School District

Camp Unity Eastside has been located at many host sites that are close to schools where students cross the street to get to school without an issue. CUE is not considered a danger to students by institutions that have experienced being close to the encampment.

- Northshore United Church of Christ in Woodinville is within a block of Leota Jr, High and Wellington Elementary. CUE was hosted here twice for 120 days.*
- St Jude Church in Redmond is within 2 blocks of Redmond Middle School, Horace Mann Elementary School, Redmond High School and Academy Hill Preschool. CUE was hosted twice for 120 days.*
- City of Woodinville hosted CUE for 120 days adjacent to the YMCA, Carol Edwards Center, Woodinville. The YMCA hosted programs for children throughout the summer during that 120-day period.*
- Bear Creek United Methodist Church in Woodinville is within 2 blocks of Cottage Lake Elementary school and the Woodinville Library. CUE was hosted twice for 120 days.*
- Bellevue Christian School has brought a bus load of children on two occasions to talk with and learn about CUE residents. Back in school, teachers conduct brainstorming sessions with the students to identify ways they can help.*

CUE is a safe and secure environment.

- All residents must pass a warrant and sex offender check before they are admitted into camp.*
- Most residents have jobs.*
- Drugs, alcohol, and weapons are not allowed in camp.*
- CUE is considered a quiet zone 24/7*

CUE has not provided any special treatment or restrictions on camp residents' movement to and from camp near schools.

CUE board has contacted the Northshore School District for a meeting.

7. 120-day permit process – CUE will follow the process for a 120-day TUP as described in this TUP application.

**John Forba, PE, Pace
Engineering - Drainage**

See response to **Development Services 4.c** above for parking accounting.

**Ryan Mumma, Plans Examiner/Inspector
Development Services**

1. CUE facilities
 - a. *The three community tents are made of steel tube framing covered in water proof fabric. Ropes and anchors are used to tie down the tent sufficient to withstand the windy weather we commonly get in the northwest. The tents are erected on platforms made of plywood and metal studs to keep tent floors dryer.*
 - b. *The shower trailer and laundry room will receive water from the church water spicket with a hose connection. Grey water from the shower and laundry trailer gravity flows to a CUE sump pump tank. The grey water is pumped through pipe that is connected to the church sewer system.*
 - c. *Electricity from church outlets is provided to the camp with heavy-duty power cords and spider boxes similar to what is used on construction sites. Electricity is needed for hot water heater, laundry, refrigerator, freezer, lights and small kitchen appliances such as crock pots*
2. *The floor plans for the community tents differ by use and location.*
 - a. *The donations tent is a storage tent for supplies of clothing, blankets, cleaning supplies, personal hygiene supplies, and other non-food items. Items are stored in covered bins, place on shelves, hung on coat hangers and placed on tables. A designated resident is responsible for maintaining order in this tent.*
 - b. *The administration tent contains tables, shelves, file cabinets. A computer is operated from this tent. The security staff, camp supervisors, and senior advisor operate out of this tent.*
 - c. *The kitchen tent contains refrigerators, freezer and small appliances such as crock pots. It also contains shelves for food storage and tables and chairs for eating. A designated resident, kitchen supervisor, is responsible for maintaining order in this tent.*
3. *All facilities are accessibility to the residents of CUE. We have no wheel chair bound residents. The rigors of camping and sleeping in tents has not attracted anyone with*

major disabilities to CUE. Some of our residents have had a stroke, and some have sleeping disorders. CUE strives to accommodate the needs of residents as feasible.

- a. CUE has 3 portable toilets, one of which is ADA accessible.*
- b. CUE has a shower trailer that contains a single person shower and a separate laundry room with a washer and dryer. Sinks are mounted on the exterior wall of the shower trailer under a canopy. A wood stairway is provided to access the shower and laundry room. Photos of the shower trailer are included in this permit application*

4. CUE will follow City codes as we have done for other government agencies.

Peter Horvath, Chief of Police

Safety and Security

Camp Unity Eastside is very different from other encampments. Police officers, city council members, city staff, church leaders, school officials and volunteers who have had direct experience with CUE can testify about the safe, secure positive environment this encampment provides. Local and regional newspaper and TV news teams have reported on the positive uniqueness of CUE, contrasting it with other encampments.

Camp Unity Eastside is self-managed with the support and direction of an active board of directors. CUE is a registered LLC business in Washington State and is a designated 501(c)3 by the IRS. Most CUE residents are employed. Some community members have hired camp residents for jobs such as yard maintenance, machinist, home cleaning, call center, restaurant work, construction and grocery store meat cutter.

No illegal behavior or activities are allowed in or near the encampment. CUE is a drug free, alcohol free, marijuana free and weapons free community. CUE developed a strict code of conduct and administrative rules and procedures that have since been copied by other encampments. Residents must follow these rules, or they will be barred from the camp.

The residents of CUE truly value the safety and security that this framework provides. Many individuals are turned away during admittance procedures because they do not pass the background checks or do not want to follow the rules and duty requirements. Some who are admitted to camp are expelled during the six-day probation period because they do not follow the rules or participate in maintaining the camp.

Additional information about camp operations follows.

1. *CUE does not admit individuals exhibiting symptoms of mental illness or appear to be influenced by drugs or alcohol. If individuals demonstrate symptoms of these mental states, they are not admitted into CUE. CUE is not equipped to treat mental illness.*
 - a. *Most of our board members and volunteers have many years of experience working with people experiencing homelessness. Help for CUE occasionally comes from King County health, Hopelink and City of Redmond Outreach specialist, Kent Hayes. Some of our board members have received training from organizations such as the Red Cross and Union Gospel Mission on working with people that have experienced trauma resulting in emotional issues.*
2. *No special training is planned for volunteers. Hundreds of volunteers, adults and children have helped CUE in recent years without incident. Volunteers help the residents move to the next host church, serve meals and eat with the residents. Bellevue Christian School has sent a bus load of school children to CUE on two occasions to talk with residents and learn about this part of society.*
3. *Residents maintain a 24/7 rotating security watch. Security staff wear bright vests for easy identification. They monitor the phone, inspect the encampment, conduct intake procedures for new residents and greet guests and volunteers that come to camp.*
 - a. *Security personnel are posted 24/7. All residents that are admitted into camp are trained on CUE rules and procedures.*
 - b. *Security personnel are required to be awake during watch and inspect the encampment 24/7.*
4. *All residents agree upon admission to the camp not to have alcohol, drugs or weapons. Residents are barred from camp if they violate this rule.*
 - a. *If any of these items are suspected their tent and bags are subject to a search.*
 - b. *Overnight guests are not permitted in camp.*
 - c. *There are a couple of residents with diabetes. They dispose of needles in safe receptacles. Staff, volunteers and residents understand the potential risk of uncapped needles belonging to individuals with HIV.*
 - d. *No residents are permitted to possess weapons including knives over 4 inches in length. If a weapon is found on a resident, then they are barred from camp. Even kitchen cutting knives are checked out and checked in through security when preparing food.*
5. *Residents must pass a warrant and sex offender check before they are admitted to camp. The person's photo ID is called in by phone for this check.*
6. *Residents that do not follow the code of conduct are be barred from camp. Rarely is police involvement required. If narcotics are found CUE security will call police.*
7. *Minors are not admitted to camp.*

8. *Residents travel to and from work, shopping, doctor visits etc. by camp van, private car, public transportation, bike or walking. There is no protocol for notifying businesses. CUE residents are not restricted in travel any more than other citizens.*
9. *Prospective residents can learn about CUE from our web site, facebook and word of mouth.*
10. *The residents of Camp Unity Eastside welcome the Kenmore police department to visit camp at any time. We are confident that you will find the camp acceptable and a benefit to the community of the City of Kenmore.*

** Police departments at the City of Redmond, Kirkland, Woodinville and King County are familiar with and have accepted the CUE Code of Conduct, and procedures that have been developed to operate this homeless encampment. King County police officers familiar with CUE such as Woodinville Chief of Police supports CUE and has stated that camp residents have helped fight crime.*

Jeff LaFlam, Fire Marshal
Fire Safety

CUE understands the requirements of the Fire Marshal.

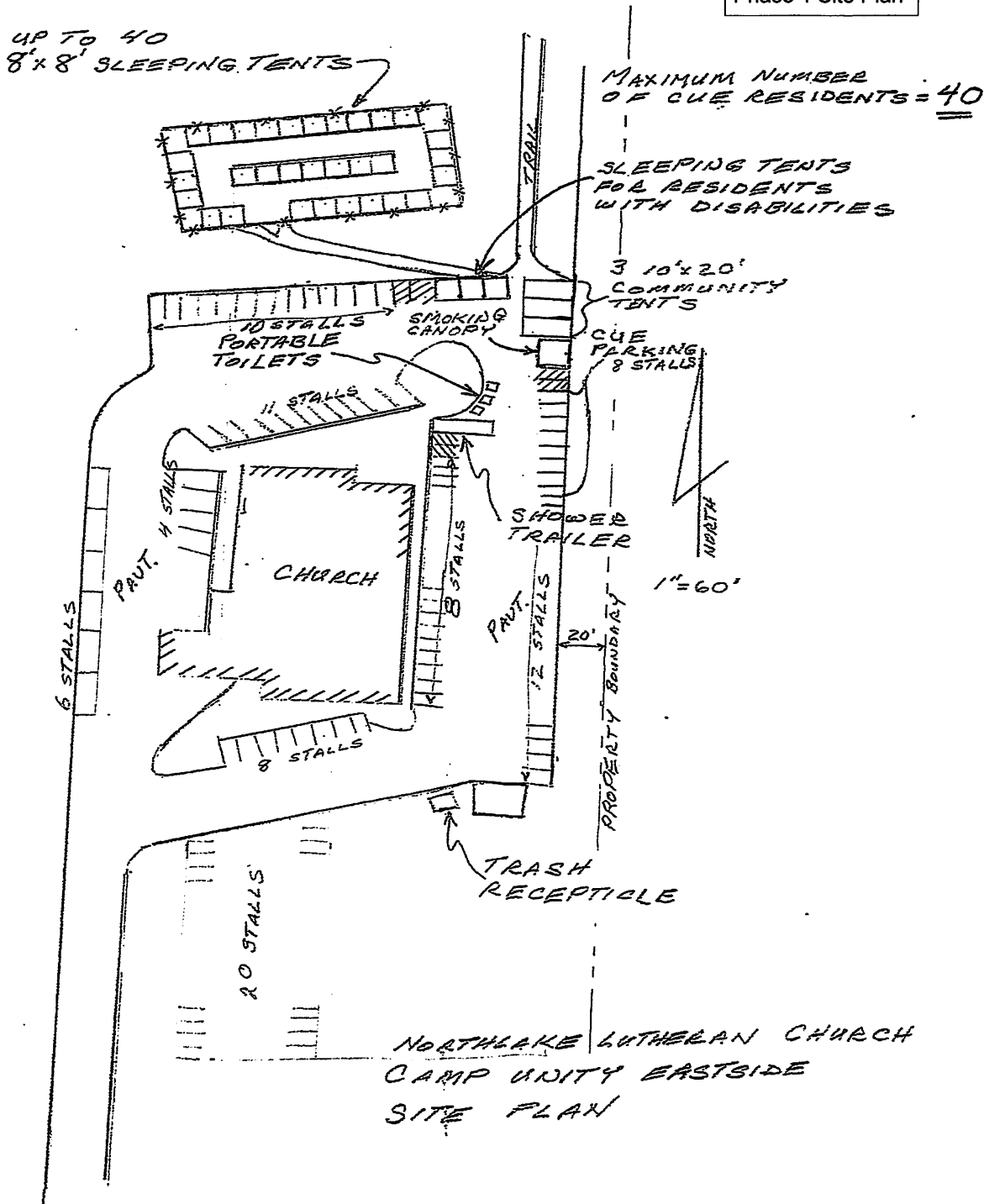
Thema Crenshaw
Northshore Utility District

1. *The Camp Unity Eastside trailer, containing a shower and washer/dryer, will be connected to the church building with hoses for water supply. Grey water from the shower and washing machine will be plumbed to drain into the church's sanitary sewer system. The church will also supply electricity to power hot water heater, washer/dryer, computer, refrigerator, freezer, small kitchen appliances such as crock pots and some lights.*

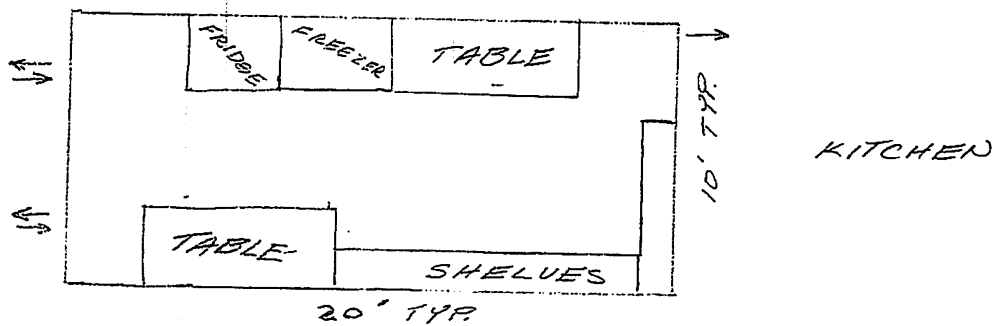
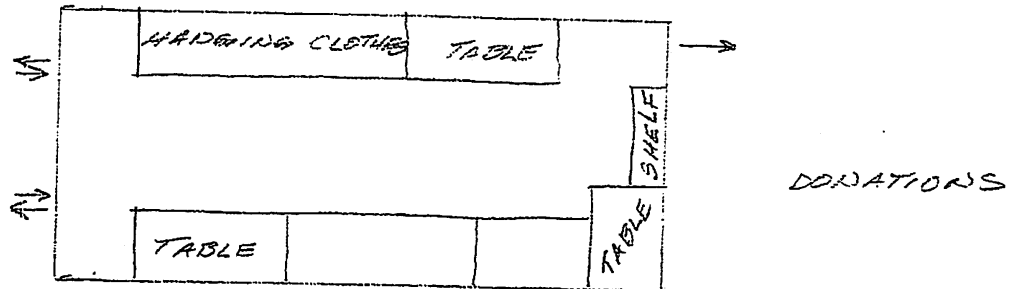
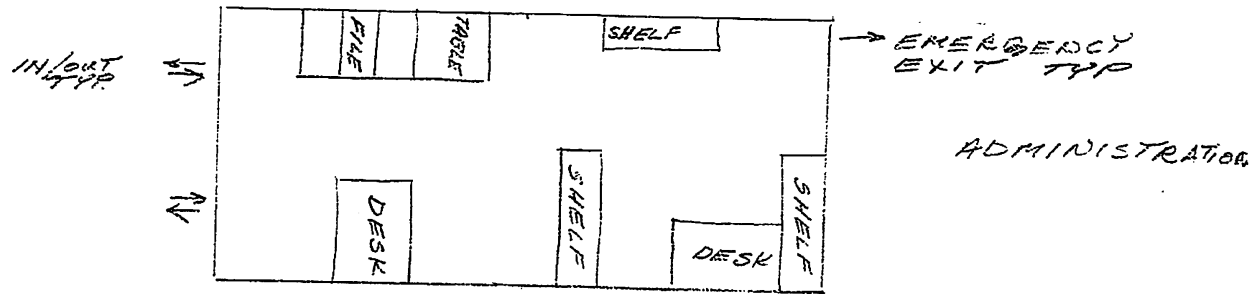
Supplemental Information

- Site plan: aerial photo from Metro GIS.
- North arrow and site map: included.
- Tax parcel numbers: 022604-9037, 9034, 9016
- Legal description: see permit application
- Total footage is 175,950 sq. ft., all three lots.
- Impervious surface is existing. no change to site is proposed.
- Zoning: residential R12.
- Topographic contours: See map enclosed.
- Street names shown but no street widths.
- Proposed Streets: NA
- Site Distance: NA
- No easements on site.
- Parking and circulation: no change to circulation.
- Parking spaces and handicap spaces not shown.
- Pedestrian circulation not shown.
- No new structures, wells, or septic tanks planned. No buildings are being demolished.
- No proposed structures planned.
- No critical areas shown.
- CUE will have its own normal solid waste service containers.

TMP18-0153
Phase 1 Site Plan



CUE TYPICAL FLOOR PLANS
ACTUAL CONFIGURATION VARIES WITH SITE CONSTRAINTS.



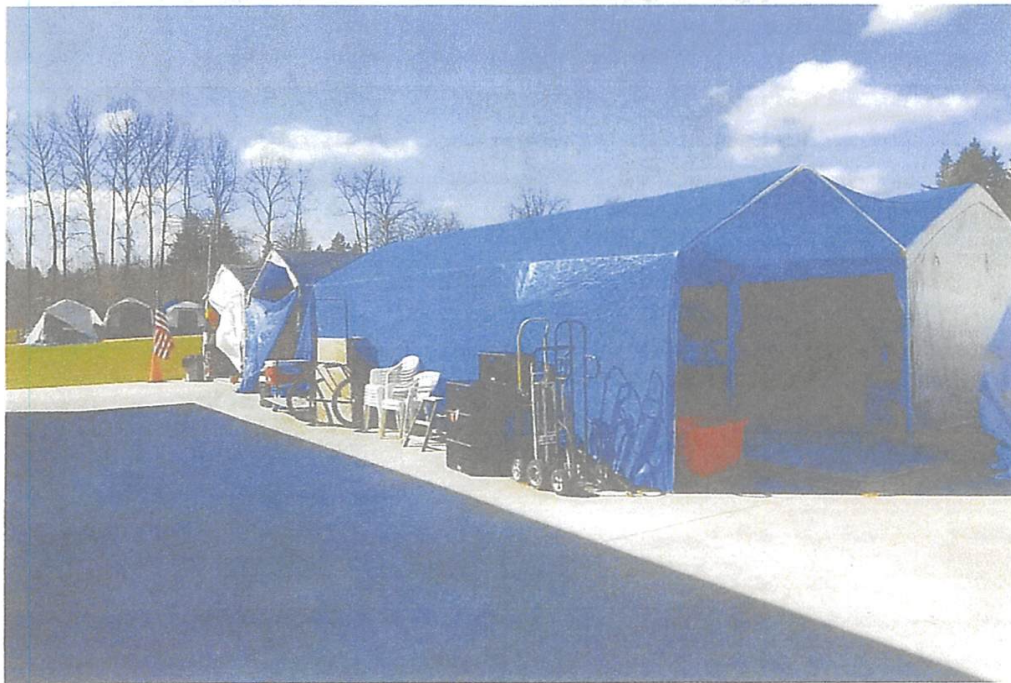
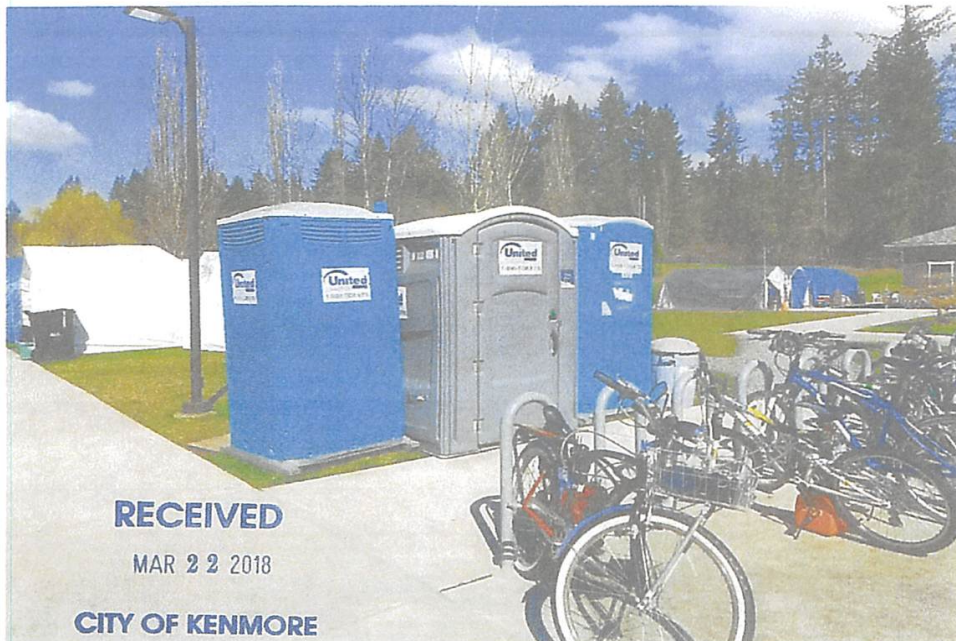
SCALE ⇒ 1" = 5'



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MAR 22 2018

CITY OF KENMORE

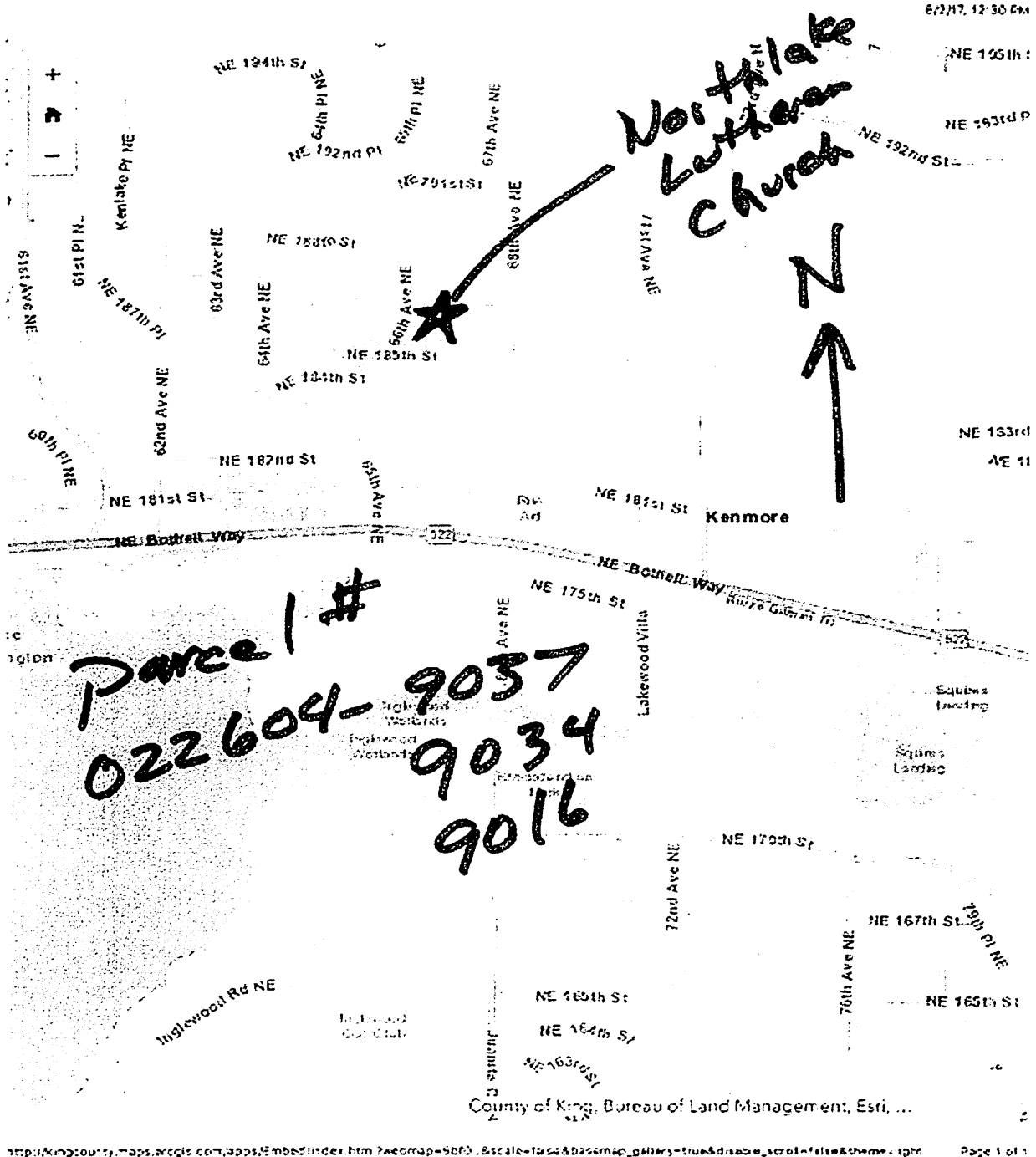




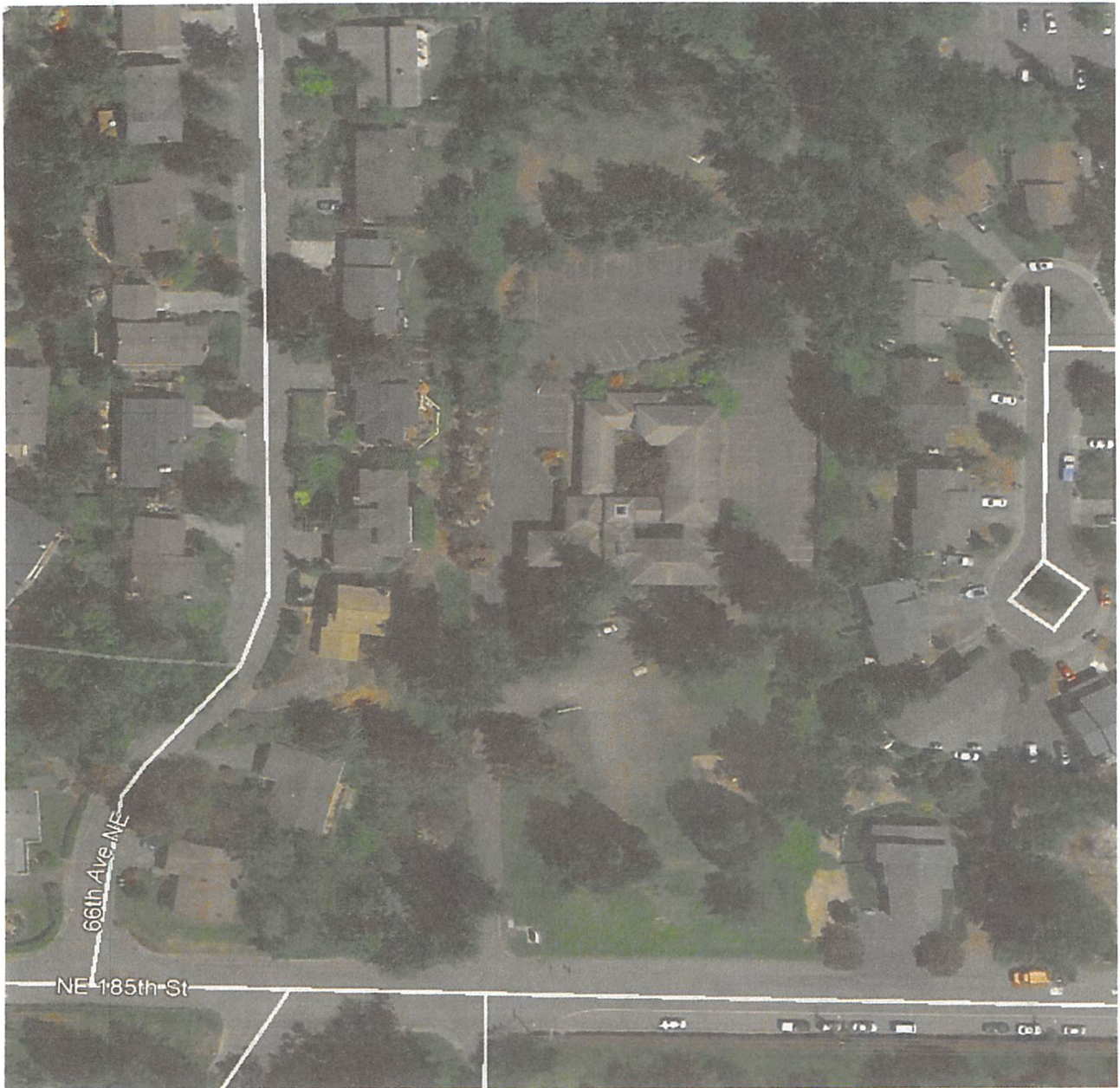
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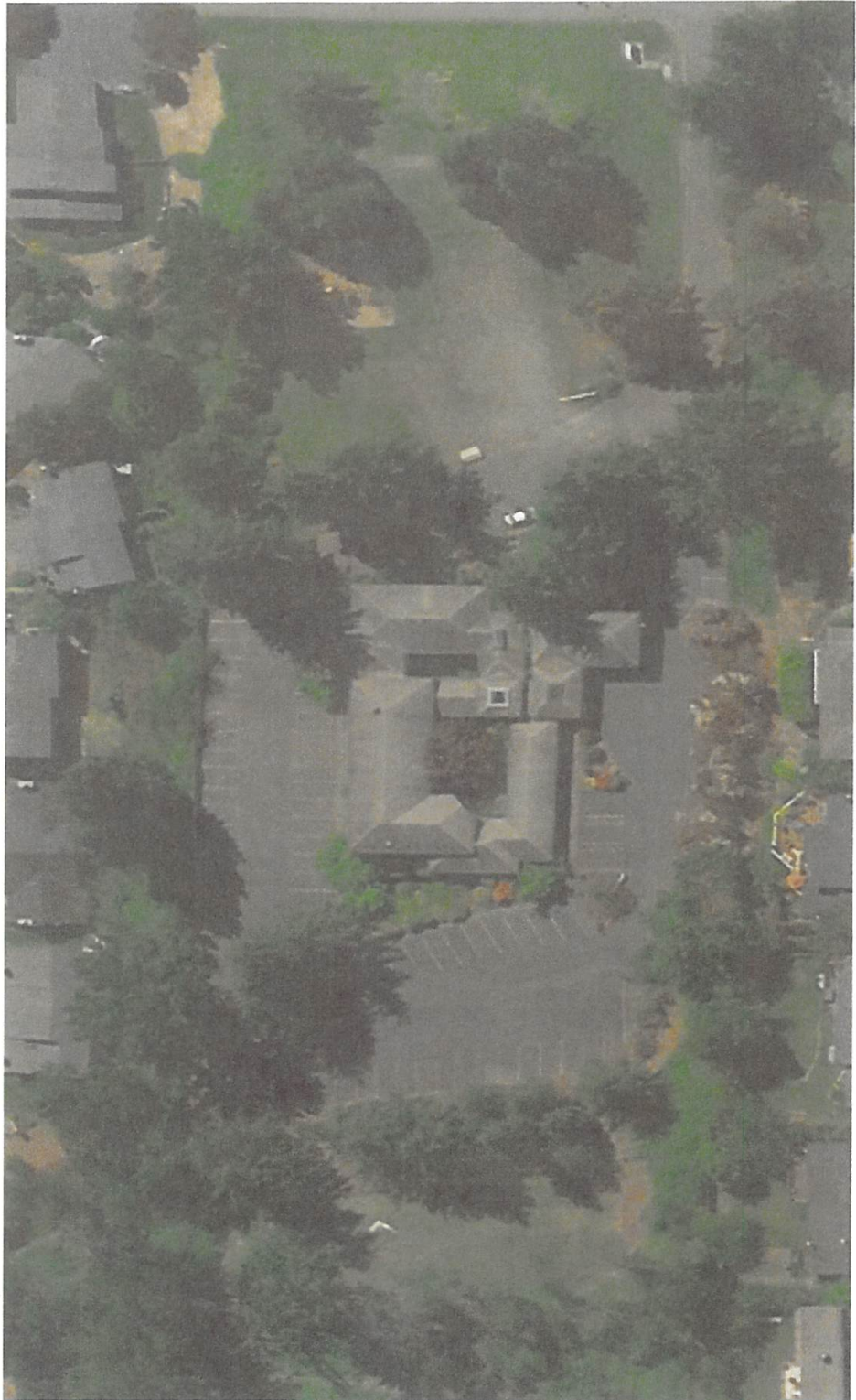








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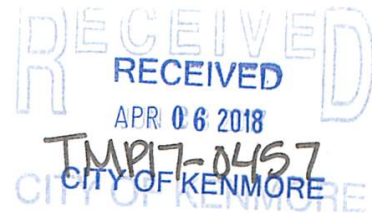


101	CITY OF KENMORE, WA PERMIT APPLICATION	
18120 68 th Ave NE, Kenmore, WA 98028 425-308-8000 www.kenmorewa.gov		
TMP18-0153 Phase 2		RECEIVED APR 06 2018 CITY OF KENMORE Date stamp
Permit Type: <u>Temporary</u>		
Project Name: <u>KBIG - Emergency Cold weather</u>		
Project Description: <u>Homeless shelter.</u>		
<u>This project will provide up to 30 days</u> <u>of emergency - shelter for the homeless</u> <u>in the greater Kenmore/Bothell area between</u> <u>October 1 to 31, each winter.</u>		
Property Address: <u>6620 NE 185 St., Kenmore</u> Lot #: _____		
Floor and Suite #: _____		
Parcel Number: <u>022604-9037</u> <u>PASTOR ANJA HULTMON</u>		
Legal Description: _____		
Applicant: <u>Northlake Lutheran Church</u> Phone: <u>425 750-4922</u> Address: <u>6620 NE 185 St.</u> City, St, Zip: <u>Kenmore 98028</u> e-mail address: <u>dave.lowridge@gmail.com</u> Fax: _____		
Property Owner: <u>Northlake Lutheran Church</u> Phone: _____ Address: <u>6620 NE 185 St., Kenmore</u> City, St, Zip: <u>98028</u> e-mail address: <u>PO Box 82603 Kenmore 98028</u> Fax: _____		
Contractor's Company Name: <u>DNA</u> Phone: _____ Address: _____ City, St, Zip: _____ e-mail address: _____ Fax: _____ Contractor's Lic. #: _____ Expiration Date: _____ State UBI#: _____		
Contact Person: <u>DAVID LOWE</u> Phone: <u>425 750-4922</u> Address: <u>PO Box 1179 Lake Stevens</u> City, St, Zip: <u>WA 98258</u> e-mail address: <u>dave.lowridge@gmail.com</u> Fax: _____		
Interim Construction Loan Lender OR Payment Bond Issuer: _____ Address: <u>DNA</u> City, St, Zip: _____ Phone: _____ Fax: _____		
For projects costing more than \$5,000, if not available at time of application the applicant shall so state and provide as soon as the information is obtained. (KMC 15.30.225.B.4.b)		
All provisions of laws and ordinances governing this type of work will be complied with. I certify under penalty of perjury that the information provided on this application is true and correct and, further that I am authorized by the owner of the above premises to perform the work for which the permit application is made. I further agree to hold harmless the City of Kenmore as to any claim (including costs, expenses, and attorney's fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Kenmore, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as part of this application.		
OWNER/APPLICANT: <u>[Signature]</u> Date: <u>6/2/17</u> signature		
I hereby authorize the City representatives to inspect my property Monday-Friday between the hours of 8:00 a.m. and 5:00 p.m. during this permit application process for verifying site conditions.		

219	CITY OF KENMORE, WA TEMPORARY USE PERMIT CHECKLIST		
18120 68 th Ave NE, Kenmore, WA 98028 425-398-8900 www.kenmorewa.gov			
Staff use Area	Permit Number: TMP18-0153 Project Number: Phase 2 Related Permit(s): 	RECEIVED APR 06 2018 CITY OF KENMORE	
DRT Date Stamp			
A Permit Application needs to be completed and submitted with this checklist. This checklist identifies the minimum requirements and number of copies the applicant must submit for the City of Kenmore to accept the application. Should any of the following minimum items not be provided, the application will not be accepted at the counter. Acceptance does not deem the application complete. Submittal Requirements: Applicant, please check each box under the applicant heading on this checklist to confirm items included in your submittal. If you think an item is not applicable, you must contact the appropriate department prior to your intake, to have the item(s) initialed as not required.			
1	Appl. ☐ Staff ☐	A completed permit application A completed supplemental permit application	# of Copies 4 4
2	☐ ☐	Temporary Use Permit Justification Information Provide detailed justification to <i>all</i> decisional criteria listed in KMC 18.100.125.	3
3	☐ ☐	Parking/Traffic Control Attendant Plan (if required) See KMC 18.100.140 for requirements.	3
4	☐ ☐	Site Plan package The following information must be shown on the site plan submittal; additional sheets may be used as necessary: ▪ Site plan size drawn to a legible engineering scale ▪ North arrow and vicinity map. Show sufficient detail to clearly locate the project in relation to arterial streets, natural features, and municipal boundaries ▪ Tax parcel number ▪ Legal description of the property boundary and dimensions of all proposed lots ▪ Area in square feet or acres of the total property ▪ Existing impervious surfaces ▪ Zoning designation of property and surrounding properties ▪ Topographic contours with intervals at a maximum of 5 feet ▪ All adjacent streets, including street name, right-of-way width, and improvements (i.e. pavement width, sidewalk, shoulders). Provide radius of cul-de-sacs. ▪ Location and dimension of proposed streets/access (width, radius of cul-de-sacs, and sidewalks) ▪ Sight distance measurements at all access locations ▪ Location, dimension, and use of existing and proposed easements. Reference recording numbers ▪ Parking & Circulation – location and dimensions of all entry drives. Show the proposed layout including parking stall angle, bay and aisle width, and provide typical dimensions for stall width and length to the wheel stop. Locate and give dimensions for on-site loading areas.	4

4 cont	▪ Indicate compact, full size and handicap parking spaces. Show dimensions of all garages and indicate proposed tandem parking spaces. ▪ Pedestrian Circulation – Show the layout of all internal walkways and connection to public sidewalks, trails and/or right-of-ways. ▪ Existing structures, retaining walls, septic tanks, drainfields and wells, and distances to existing and proposed property lines. Identify if any structures are to be removed or demolished. ▪ Proposed structures and all dimensions ▪ Boundaries of critical areas (streams, wetlands, fish and wildlife habitats of importance, flood hazard areas, shorelines, landslide hazard, erosion hazard, seismic hazard) and boundaries of required buffers and building setbacks. ▪ Location and size of storage space and collection points for recyclables per KMC 18.30.250.
5	NOTES: ▪ Permit Application Fees (see fee schedule)

PHASE 2
Temporary Use Permit Application
KBIG Emergency Cold Weather
Homeless Shelter
Northlake Lutheran Church
6620 NE 185th st.
Checklist Narrative



TMP18-0153
Phase 2 Narrative

Item #2

Justification for for KMC 18.100.125.

A. The proposed temporary use will not be materially detrimental to the public welfare;

The temporary use will be a net benefit to the community by providing a supervised place for the homeless to sleep.

B. The proposed temporary use is compatible with existing land uses in the immediate vicinity in terms of noise and hours of operation;

The intended use is compliant with existing use: night time sleeping accommodations as is usual for the neighborhood.

C. Adequate public off-street parking and traffic control for the exclusive use of the proposed temporary use can be provided in a safe manner. [Ord. 11-0329 § 3 (Exh. 1).]

Very little parking will be needed. What parking is required the existing parking lot can easily handle without any disruption to neighbors. There are spaces for over ~~100~~ cars in the parking lot. Most if not all of the over night guests will be carpooled in from the 73rd Ave. NE Park-n-Ride and Bothell City Hall.

Item #3

No traffic control plan needed.

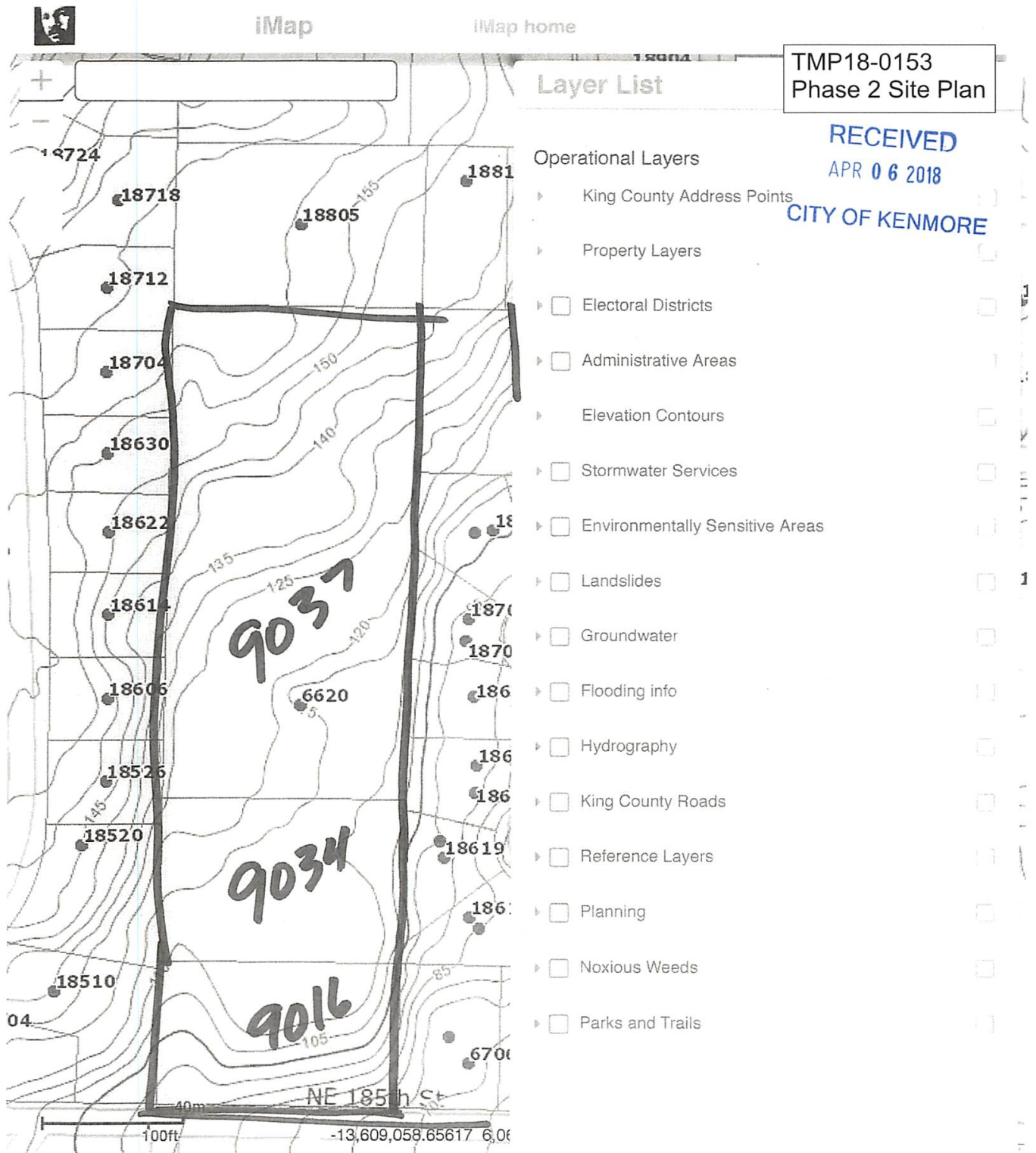
Item #4

- Site plan: aerial photo from Metro GIS.
- North arrow and site map: included.
- Tax parcel numbers: 022604-9037, 9034, 9016
- No legal description or lot line dimensions included.

- Total footage is 175,950 sq. ft., all three lots.
- Impervious surface is existing. no change to site is proposed.
- Zoning: residential.
- See map enclosed.
- Street names but no street widths.
- Not clearly shown
- No easements used other than NE 185 public access street.
- Parking is existing.
- Parking spaces and handicap spaces not shown.
- Pedestrian circulation not shown.
- No details on structures, wells, or septic tanks. No buildings are being demolished.
- No proposed structures.
- No critical areas shown.
- No collection for recycled material other than normal solid waste service containers.

iMap

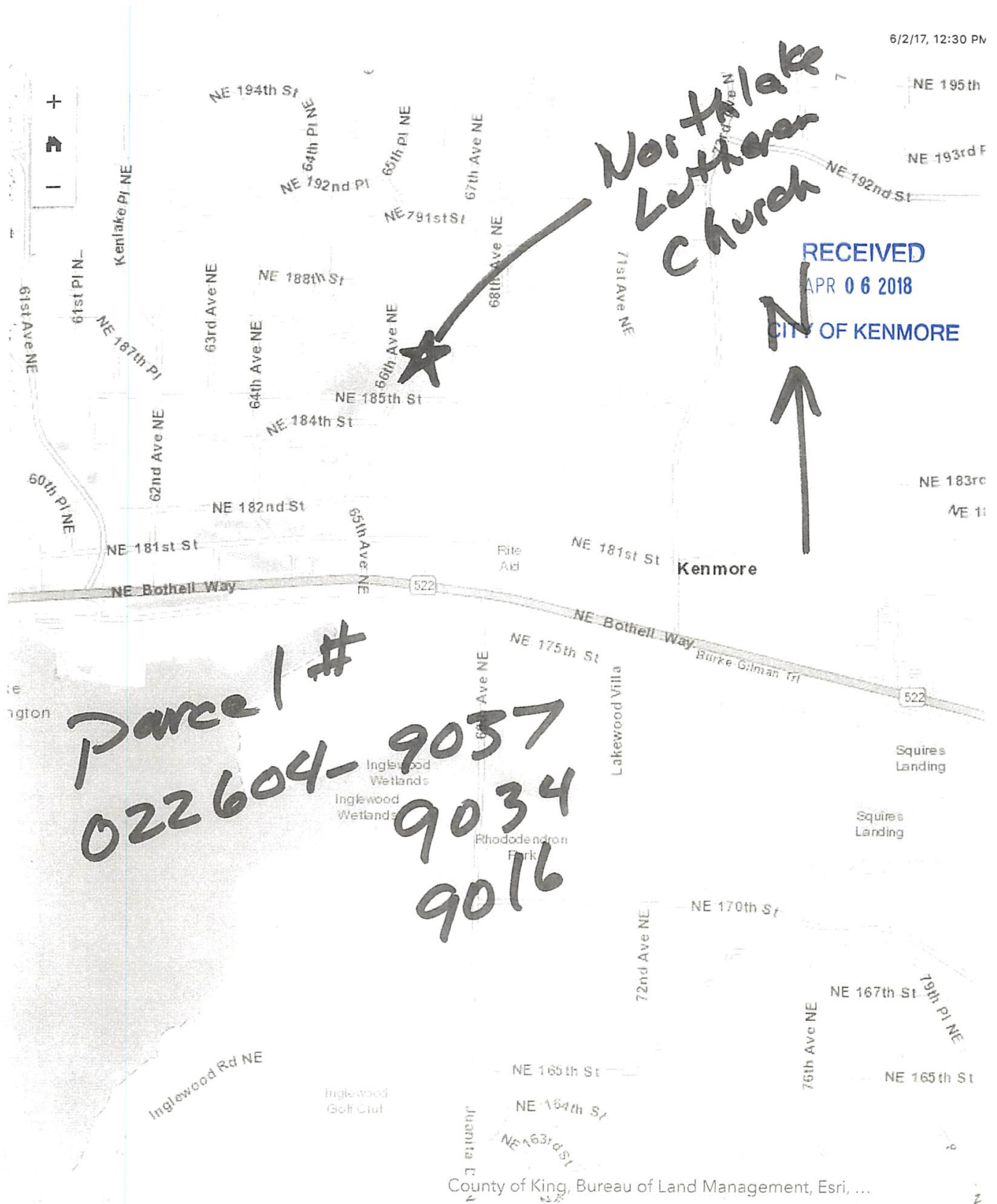
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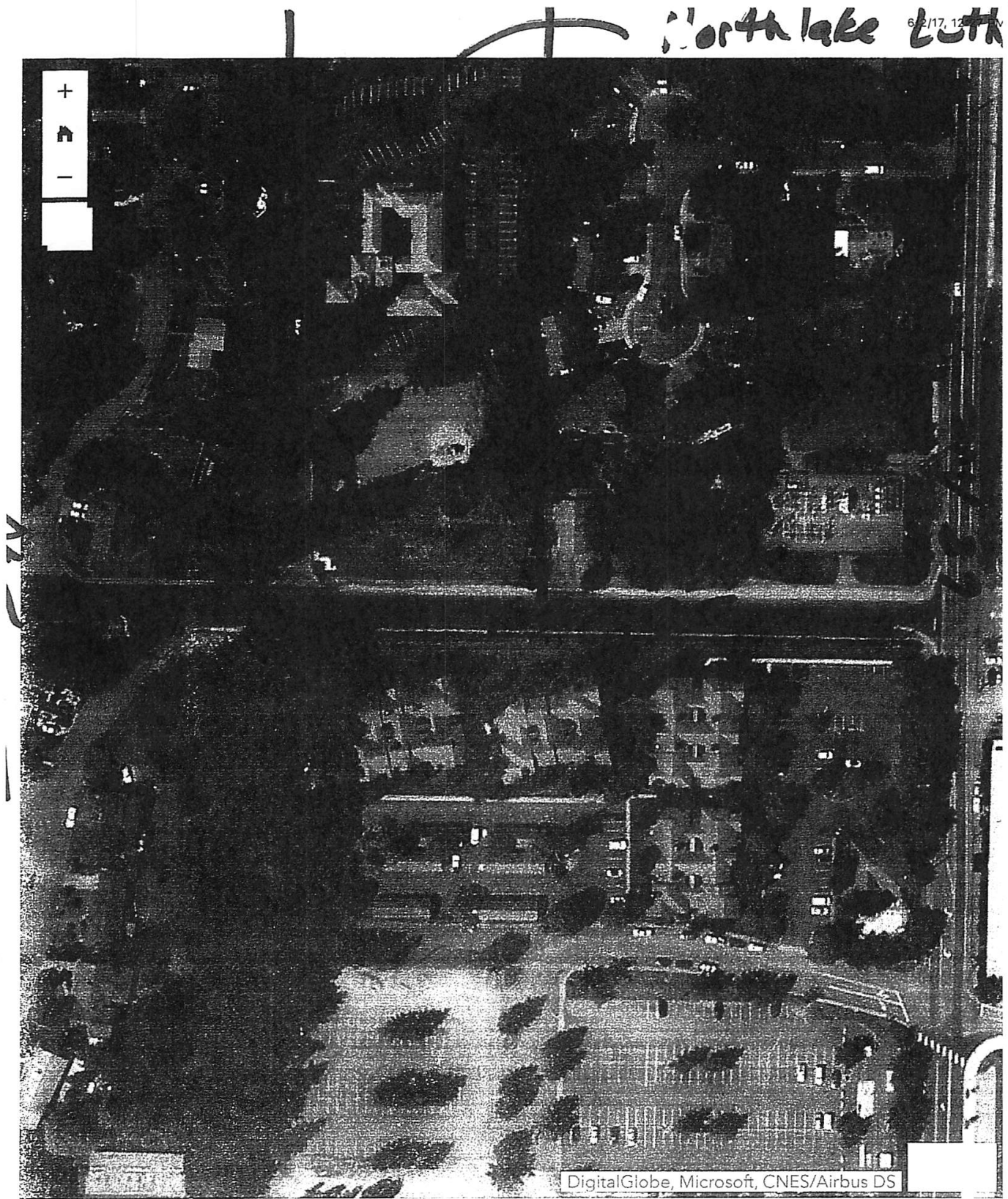


<http://gismaps.kingcounty.gov/iMap/?center=-13608759%2C6067682&scale=2256.994353&>

Page 1 of 1

6/2/17, 12:30 PM





Page 1 of 2

Page 1 of 2

0226049034 by:

Search results

Selected parcel(s)

☒ New selection

☐ Add to selection

Selected parcels: 1

Parcel number	Address
☒ 0226049034	6620 NE 185TH ST 98028

Map layers

Parcel 0226049034

Present use: Church/Welfare/Relig Svc

Property name: NORTHLAKE LUTHERAN CH

Jurisdiction: KENMORE

Taxpayer name: NORTHLAKE LUTHERAN CH

Address: 6620 NE 185TH ST 98028

Appraised value: \$577,700

Lot area: 36,110

Levy code: 1442

[Property Report](#) [Districts Report](#)

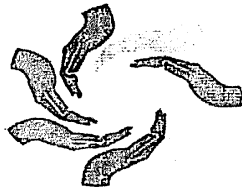
Source: King County Assessor

Lot lines are approximate. Not for legal use.

See our [terms of use](#).

ATTACHMENT 2

From: Mark Van Wormer
To: David Baker; Nigel Herbig; Milton Curtis; Stacey Denuski; Brent Smith; Joe Marshall; Debra Srebnik; Bryan Hampson
Cc: "michael grimm"; jimmcc@outlook.com; "Ann Taylor"; "Alphonso Carter"; "Karen Tidball"
Subject: Public Hearing and Decision: Camp Unity Eastside/Kirkland-Bothell Interfaith Group TUP
Date: Tuesday, April 17, 2018 9:33:55 PM
Attachments: image002.png



CAMP UNITY
E A S T S I D E

April 17, 2018

Dear City of Kenmore Councilmembers,

As recommended by Kenmore staff, Camp Unity Eastside (CUE) and Kirkland-Bothell Interfaith Group (KBIG) are requesting City Council's approval of a 150-day Temporary Use Permit (30 days for the KBIG winter shelter and 120 days for the CUE encampment) at Northlake Lutheran Church.

CUE provides a safe and stable place for adults experiencing homelessness. This supports resilience and fosters hope and connections, so people can move toward safe housing with the relationships to be successful. During this past year approximately 20 camp residents successfully moved into housing. Camp Unity provides shelter including tents for individuals while they are at camp and three community tents for the office, kitchen/eating and donations. The camp also includes a shower, laundry and portable toilets.

Camp Unity is very different from other encampments. Police officers, city council members, city staff, faith leaders, business leaders, school officials and volunteers who have had direct experience with CUE can testify about the safe, secure positive environment this encampment provides. Local and regional newspaper and TV news teams have reported on the positive uniqueness of CUE, contrasting it with other encampments.

Camp Unity is self-managed with the support and direction of an active board of directors. CUE is a registered LLC business in Washington State and is a designated 501(c)3 by the IRS. Most CUE residents are employed. Examples of jobs include yard maintenance, machinist, home cleaning, call center, restaurant work, construction and grocery store meat cutter.

No illegal behavior or activities are allowed in or near the encampment. CUE is a drug free, alcohol free, marijuana free and weapons free community. CUE developed a strict code of conduct and administrative rules and procedures that have since been copied by other encampments. Residents must follow these rules, or they will be barred from the camp.

The residents of Camp Unity truly value the safety and security that this framework provides. Individuals must pass the warrant or sex offender background checks to be admitted and they must follow the rules and duty requirements. Residents also value the feeling of community and connection at Camp Unity.

Moving the CUE encampment from one location to another takes a tremendous amount of effort by residents and volunteers. It takes a couple of weeks of planning, organizing and packing leading up to

the move and a couple of weeks to fully unpack and get settled into the new location. The move depends on availability of volunteers and needs to avoid holiday weekends. It is a very tiring process for the camp residents and volunteers.

For all these reasons, we urge your approval of a permit for 120 days for CUE and 30 days for KBIG winter shelter. This will allow CUE to be at Northlake Lutheran Church through August. Camp Unity is scheduled to move to Kirkland Congregational Church August 24 - 25.

I'm available to respond to your questions. We also invite you to contact the following individuals who are available to discuss the experience that they and their communities have had with CUE.

Brandon Buchanan City Manager City of Woodinville 425-877-2265 brandonb@ci.woodinville.wa.us	Elaine Cook Deputy Mayor City of Woodinville 917-992-0689 ecook@ci.woodinville.wa.us	Kathleen Larson Police Chief City of Woodinville 425-877-2277 kathleenl@ci.woodinville.wa.us
Colleen Kelly Asst. Dir. Community Planning City of Redmond 425-556-2423 ckelly@redmond.gov	Byron Shutz Former City Council member City of Redmond 425-301-6386 byron@byronshutzjr.org	Amy Walen Mayor City of Kirkland 425-587-3532 awalen@kirklandwa.gov

Sincerely,

Michael Grimm, President, 425-766-3561
On behalf of the Camp Unity Eastside Board of Directors

Jim McCorkle, Vice President
Ann Taylor, Treasurer
Mark Van Wormer, Secretary
Karen Tidball, Site Committee lead
Alphonso Carter, Site Committee
Daniel Cottrell

Kelly Chelin

From: Nigel Herbig
Sent: Friday, April 20, 2018 11:59 AM
To: Kelly Chelin
Subject: Fwd: Re: Northshore Utility District

For the public record.

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From: Mathew Martin <email@mathewcmartin.com>
Sent: Friday, April 20, 2018 10:51:35 AM
To: Kenmore City Council
Cc: pastoranja@northlakelutheran.org
Subject: Re: Northshore Utility District

Dear Council,

It was brought to my attention that this email string should have included verbiage that these comments are related to the proposed tent city at the Northlake Lutheran Church as I will unlikely be able to attend the public meeting that includes this topic on 4/23/18 at Kenmore City Hall. **Please include these comments in that discussion and add it to the public record** on this important attempt at outreach. Without a single response except from Pastor Anja to the above email, I realized that perhaps more words were required to be heard despite it being plain to all that can read. Without any confirmation of receipt from the Council it seems that citizen comments just disappears into a sea of hypocrisy.

Further, after reviewing Monday's agenda, I will also be submitting a public records request to include our elected official's Social Media posts in the record as well. I was stunned to see Councilman **Herbig** in particular air his **public support** for this issue without first hearing all side's concerns. He also deflected jurisdictional authority to NUD as FB posts would reveal.

Having witnessed both Councilman Herbig and Mayor Baker meeting personally with Pastor Anja while at the very same time avoiding me both on line, thru SMS and in person. I feel if our electeds are going to develop public policy on social media, like Kenmore Neighbors closed Facebook Group, that it should be part of the public record and not summarily deleted or censored without our 1st Amendment rights being protected. I personally had my posts on this very topic removed from that group summarily on multiple occasions by an Administrator acting politically and with clear solidarity to one political party. Nigel Herbig is the same (D) party employee I get when I call my (D) Senator in Olympia it seems. I thought our councilmen and councilwomen were supposed to act apolitically. It is very confusing to me.

So, I pledge to you that the time I would normally spend meditating and painting to relieve myself of my daily stressors, will now be spent submitting FOIA requests, providing ample hours for legal staff to review Council communications and billing the people endlessly. If it is capitalism that is so difficult to understand, just wait until you get to raise taxes again to cover those same legal fees in the name of equity.

My apologies to City Staff, I have refrained from this approach for years, since last my government officials disregarded my pleas, over the Brightwater North Portal and the \$2 Billion squandered for political expediency. But it seems the only effective approach is to punch in the pocketbook those who 'permit' our future course. Pun intended.

Perhaps the slow response is due legal review... at least someone is getting paid. <http://www.bothell-reporter.com/news/northshore-fire-board-meeting-heats-up-over-members-alleged-misuse-of-funds/> The whole issue begs the question of who is auditing social media usage and is this something for which our elected officials are getting

paid? As someone with years of information technology experience, I know that there exists a way to monitor the communications traffic to ensure the entire picture is revealed, not just what one side wants to say.

Yours truly,
Mathew C. Martin
Kenmore Resident

On Mon, Apr 16, 2018 at 12:04 PM, Mathew Martin <email@mathewcmartin.com> wrote:

Hello good Council,

I'm writing as a resident citizen and Father of two young children, and NOT in any official capacity with respect to those institutions or organizations with which I'm associated currently or have served. Primarily of which, the USMC, with which I am a veteran thereof. Mentioning specifically because after but 3 years 9 months and 17 days of active service, over two years of which living in the field in a tent, by the standard of the sociology expert Malcolm Gladwell's assertion that over 10,000 hours practicing any skill makes one an expert, and by my calculations 2 years is 17,531.63 hours, so that I'm thoroughly qualified to speak authoritatively and with some inherent understanding of that human experience.

Further, I've been a homeless veteran. I personally lived out of my car for several months and understand the trials and tribulations of being without a place to rest one's head or knowing what lies ahead on life's dark streets. This is an issue that I've long studied, having written my first research paper in college on this topic, conducting video interviews with Vietnam veterans living in the woods adjacent to my apartment while attending SBCC. Once a human, always a human being.

Their issues were specific to the "bush". Something they described to me as sanctuary. A reprieve from being shelled repeatedly by mortars while in camp, living in a tent that was a target to them it seemed. Having myself just separated from a regimented life, similarly being shelled repeatedly, however, the incoming rounds were SCUDs not mortar rounds, but likewise deafening, we shared a level of mutual camaraderie. Not to mention the reality that military separation wasn't close to what I'd imagined.

To this day, tents generally trigger me. They bring back both good and bad memories. Frozen muck covered pallets, "fire watch", and the smell of diesel all haunt my olfactory, giving rise to vivid flashbacks. I will never forget passing Gunny on my way to the head at zero dark thirty, and he says "aaaahhh, nothing like a good bowel movement" to me. Yet, even with bootcamp as indoctrination, including digging our own slit trench along with the importance of cleanliness, and the blessing of solid leadership, I still got pink eye you see. Time spent in sick bay, an institution organized to deal with issues of health, well taught through experience and wisdom that there exists a better way, it was in fact time spent unable to serve others and crippling to those who would lift the burden of me being away.

My immediate thoughts when contemplating the health and efficacy of creating just such a place, then leaving all those considerations put in place, like sickbay for instance, not included in the structure and operation. Is it fair to put human beings in an inherently unsanitary situation? Where no means exist currently to accommodate not just their basic sanitary needs but all those others like washing laundry and doing dishes, that most simply take for granted these days. I pray tell have heard that to date, the proposed location at Northlake Lutheran Church has lapsed in so many ways. Obfuscating our laws by simply turning a cheek the other way while those invited hitch their pants and walk the other way. Certainly no greetings or "courtesy" passed and the only risk of "contagion" is to the Ecology in increased fecal coliform bacteria rates. Perhaps, getting a good sink bath down at the Northshore Pub or in the brand new bathrooms at the city's Hangar is available both early and late. My absolute favorite safety brief in the Marines, a tradition before securing for liberty, was a Sgt. in Okinawa that gave us an informative lecture on the use of a bar of soap.

In addition, being thus triggered and acknowledging my own inherent Post Traumatic Stress Disorder, particularly with regard to hyper-vigilance rooted in a desire to preserve my own, and my family's security, I chose Kenmore as my "sanctuary" in 2003. In that time I've watched Seattle deteriorate dramatically. Why pray tell would we want to roll out

the red carpet for a new class of non-working citizenry? Those who don't conform to our traditions and means. Has the calculation changed so dramatically that we can now just simply offer up sanctuary not just "in the church" but outside spreading bacteria down the storm drain and into the stream? Without any considerations to what we hold all others who pay taxes and exorbitant "hook-up" fees. When the truth is out that the only "hook-up" happening will now be on tender or what ever the new backpage is these days, I hope my elected officials will still talk with me. Though I don't relish the thought any more than you likely.

Lastly my thoughts are of Roland Lindstrom and his legacy. Thinking about the countless hours I've put in to what little remains and its fragile and questionable state. Roland, as the founder of the Kenmore Art Show, long held at Northlake Lutheran Church, and truly at the root of that organization, seeing him in his late 70's direct a Boy Scout troop doing the heavy lifting in 2012 for the Northshore School District's annual PTA Reflections Art show, I got involved because it nearly broke my heart. This year actually marks the Kenmore Art Show's 20th anniversary. Down to a skeleton crew of volunteers, with strong leadership fleeing like rats from a sinking ship these days, Roland still looks down on me I dare say. "Semper Fidelis" Sir, I forget not your military service, nor your tireless contribution at any rate. As for the rest of what remains at that place, I will likely not return to see his legacy so disgraced.

Put up your unenlightened attempt at empathy, but know that changing the paradigm will take a lot more both humility and grace. Rubbing our face in what Seattle serves up on a shingle is not to my taste. And I would like to know precisely how our fair City plans to address the simple matter of human waste and sanitation for those it is "permitting" to live under our shared hospitality and grace. For if I simply need religious creed to prop up a tent, what stops me from pitching it on City Halls front lawn. rolling a joint and claiming I'm a Rastafarian? Where does sanctuary stop and common sense gain a place? Harvey LaBorn and I both mourn our voice's lost in the great environmental debate.

My email to NUD on Councilman Nigel Herbig's Kenmore Neighbors Facebook advice seemed to be misdirection or obfuscation at best according NUD's representatives. Please clarify Councilman Herbig, I'm confused by the jurisdictional shell game, though it has long been this way, I put it to my own legalistic naiveté. Is there an MoA? Just like at Sound Transit, I apparently need a Lawyer and Staff like my "small town Mayor" and Council suffer, to address our grievances and our rights to understand the framework of "justice" in our Region that seems both unpalatable and overpaid these days.

"There must be some confusion. We are not the permitting agency for "tent city" encampments. I would suggest you contact the City of Kenmore, or the Church, to gain clarification. If the Church is allowing use of their restroom facilities, then their water usage will reflect their wastewater use and they will be billed accordingly. There are no proposed additional hook-ups for sewer service at the site. It is not uncommon for "tent city" encampments to be provided with sani-can service (not provide by the District). This is not something in which the District is involved." ~ **Steve Hamilton NUD**

Yours truly,
Mathew C. Martin

P.s. RIP Evelyn Laborn

----- Forwarded message -----

From: **Steve Hamilton** <shamilton@nud.net>
Date: Mon, Apr 16, 2018 at 8:29 AM
Subject: RE: Northshore Utility District
To: Mathew Martin <email@mathewcmartin.com>
Cc: Al Nelson <anelson@nud.net>

There must be some confusion. We are not the permitting agency for "tent city" encampments. I would suggest you contact the City of Kenmore, or the Church, to gain clarification. If the Church is allowing use of their restroom facilities, then their water usage will reflect their wastewater use and they will be billed accordingly. There are no proposed additional hook-ups for sewer service at the site. It is not uncommon for "tent city" encampments to be provided with sani-can service (not provide by the District). This is not something in which the District is involved.

From: Mathew Martin [mailto:email@mathewcmartin.com]
Sent: Friday, April 13, 2018 6:07 PM
To: Steve Hamilton <shamilton@nud.net>
Cc: Al Nelson <anelson@nud.net>
Subject: Re: Northshore Utility District

Hello Mr. Hamilton,

I'm hoping to understand the permitting process and public comment options for the proposed "homeless" shelter at the Northlake Lutheran Church. I'm wondering about 24 hour access to bathrooms and the environmental impacts on both the ecology and the general health and welfare of Kenmore as it relates to sanitation and water quality?

It seems we have very rigid standards in place for 101 year old WWII veterans with respect to sanitation hookups; I'm wondering about our Utility District's tent hookup rates in the codes? Will it be \$15,000 per tent like Harvey's proposal or will they get some kind of group discount for all (30) families in increased load? Can you forward me information on this topic of general public interest, I'd like to share the knowledge and the heavy toll we are now suggested to shoulder as a whole.

Thanks,
Mathew C. Martin

On Tue, Feb 27, 2018 at 7:55 AM, Steve Hamilton <shamilton@nud.net> wrote:

Mr. Martin-

There appears to be some confusion surrounding the sewer issues you have mentioned in the email we have exchanged.

- Brightwater is a sewage treatment plant owned by King County. NUD has nothing to do with Brightwater. The majority of our flows go to Renton and West Point.
- We also have absolutely nothing to do with King County's capacity charge.
- King County charges us \$88.44 every two months for each sewer connection we have (we paid them almost \$16 million in 2017). We have to cover these costs, plus other internal costs, when we set our sewer rates. Our current bi-monthly sewer rates are \$118.59, however we offer a 5% early payment discount if

customers pay their bills in full within 30 days. More than 85% of our customers take advantage of this discount which reduces this sewer charge to \$112.66 every two months. We take serious pride in keeping our rates as low, if not lower than other districts in the area. Below is a table showing our sewer rate and how it stacks up against others. As you can see, only the City of Lynnwood has lower rates (and they have their own treatment plant):

SEWER COMPARISONS-2018				
	13 CCF, incl. NUD Discount	Pct. Of NUD	2018 Increase over 2017	NOTES
City of Lynnwood	\$89.59	79.5%	2.2%	
NUD	\$112.66	100.0%	0.0%	2017 rates-discounted
Ronald Wastewater District	\$113.00	100.3%	0.0%	
City of Redmond	\$116.74	103.6%	0.0%	
Alderwood	\$121.10	107.5%	3.5%	
City of LFP	\$124.32	110.3%	1.4%	
City of Issaquah	\$128.55	114.1%	2.2%	
Woodinville Water District	\$142.74	126.7%	0.0%	
City of Bellevue	\$143.95	127.8%	1.7%	
City of Kirkland	\$151.86	134.8%	2.3%	
City of Bothell (In City Limits)	\$155.92	138.4%	1.7%	
City of Seattle	\$174.98	155.3%	4.1%	
City of Bothell (Out of City Limits)	\$194.90	173.0%	1.7%	
Non-NUD Average	\$138.14	122.6%	1.7%	
Median Rate	\$128.55	12.4%		

- With regard to connection charges, we are currently updating these as we have not changed them since 1999. The letter we sent to the Laborns was a genuine offer for them to consider connecting to our system, again because we are certain these charges will increase.

If you still have questions, we would love to invite you into the office to discuss them face-to-face. I have copied Al Nelson, our General Manager, who would also like to be involved.

Regards,

Steve Hamilton, CPA

Finance Director

Ph: (425) 398-4400 | F: (425) 398-4432

Northshore Utility District | 6830 NE 185th St, Kenmore 98028 | www.nud.net

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This e-mail message is a public document and may be subject to public disclosure if requested by another party.

Kelly Chelin

From: Debra Srebnik
Sent: Friday, April 20, 2018 7:32 AM
To: Kelly Chelin
Subject: Fwd: Support of Camp Unity Eastside

Get Outlook for iOS

From: betty@stjude-redmond.org <betty@stjude-redmond.org>
Sent: Thursday, April 19, 2018 1:34:52 PM
To: David Baker; Nigel Herbig; Stacey Denuski; Brent Smith; Joe Marshall; Debra Srebnik; Bryan Hampson
Subject: Support of Camp Unity Eastside

St. Jude Parish

10526 166th Ave. NE, Redmond, WA 98052 (425) 883-7685
Fax (425) 881-2207

April 19, 2018

Dear City of Kenmore Councilmembers

St. Jude Parish has hosted both Camp Unity and Tent City 4 on at least 5 different occasions. Our experience with these two encampments led us to the decision to begin a Safe Parking Program which we did in December 2017. Presently we are home to 18 residents who are living in their cars.

Our experience with the encampments and with the residents of safe parking has been very positive. Our neighbors have been very supportive and often times have stopped by to see what the residents may need. Our parishioners were also involved with the residents and got to know many of them personally.

The residents of the encampments have abided by the policies that were established by the leadership of the camps and the expectations of the parish community. It is my hope that someday they will be able to find affordable housing and jobs that pay enough for them to make a living.

As a faith-based organization we appreciate that King County has allowed us to follow our passion and help those in our community who are in need. We aware that public agencies cannot address all the needs of our society. However, faith-based organization we believe we have a responsibility to respond to the needs of those who are vulnerable and hopefully in a small way help fill the gap.

We urge your approval of a permit for 120 days for Camp Unity Eastside and a 30 days for KBIG winter shelter.

Sincerely,

Betty Schumacher, OSB
Pastoral Associate
Co-director of Safe Parking Program for St. Jude Church.
St. Jude Church
10526 166th Ave NE
Redmond, WA 98052

Kelly Chelin

From: Nigel Herbig
Sent: Thursday, April 19, 2018 7:08 PM
To: Kelly Chelin
Subject: Fwd: Camp Unity Eastside

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From: Father Frank Schuster <frschuster@saintteresacalcutta.org>
Sent: Thursday, April 19, 2018 12:00:32 PM
To: David Baker; Nigel Herbig; Nigel Herbig; Stacey Denuski; Brent Smith; Joe Marshall; Debra Srebnik; Bryan Hampson
Cc: Mark VanWormer
Subject: Camp Unity Eastside

Dear Kenmore Representatives,

Camp Unity Eastside requested I write this email to share with you my parish's support for the service they provide. My parish, St. Teresa of Calcutta in Woodinville, has hosted Camp Unity Eastside twice and both times have been good experiences. We have enjoyed getting to know the members of Camp Unity and it has been a positive experience for our parishioners.

As you are aware, King County declared a state of emergency regarding homelessness. If you go on the website "Zillow.com", you can see for yourselves how expensive rent has become on the Eastside. When a person loses a job, becomes ill or disabled, or goes through a painful divorce, or otherwise falls into hard times, it is amazing how quickly a person can go from having a roof over their head to resorting to a tent. Camp Unity Eastside offers people who are experiencing homelessness a safe environment free of alcohol and drug use, which is good for them and for the community. It is better that the members of Camp Unity have each other for support, in a safe situation where community services know where they are at, until such time our society can find a way to provide sufficient low income housing and better services for people who fall into hard times. As our parish reflected on the example of our patroness Mother Teresa, the clear teaching of our Lord, and the good track record of Camp Unity, we felt honored to be compassionate hosts to those in need in our community.

Thank you for reading this email and for your consideration to welcome Camp Unity Eastside to Kenmore. If you have any questions, please let me know.

Sincerely yours in Christ,
Fr. Frank Schuster

Kelly Chelin

From: Janet Quinn
Sent: Wednesday, April 18, 2018 11:23 AM
To: Rob Karlinsey
Cc: Nancy Meehan; Bryan Hampson; Kelly Chelin
Subject: RE: Service Request: 14862

Yes, I will.

Thanks.

Janet

From: Rob Karlinsey
Sent: Wednesday, April 18, 2018 8:19 AM
To: Janet Quinn <jquinn@kenmorewa.gov>
Cc: Nancy Meehan <NMeehan@kenmorewa.gov>; Bryan Hampson <bhampson@kenmorewa.gov>; Kelly Chelin <KChelin@kenmorewa.gov>
Subject: RE: Service Request: 14862

Thanks. Can you let her know that we'll forward her comments to the City Council in advance of Monday's public hearing?

From: Janet Quinn
Sent: Monday, April 16, 2018 1:31 PM
To: Rob Karlinsey <rKarlinsey@kenmorewa.gov>
Cc: Nancy Meehan <NMeehan@kenmorewa.gov>
Subject: FW: Service Request: 14862

Hi Rob,

This CAR came to us as a forward from Janice Gates' mailbox to Nicki, and we are not able to capture the email address for Janice Richardson. (I don't know if it's possible for Nancy to access Janice Gates' inbox to get the email address. We therefore haven't responded to her.) I'll forward the email separately just as an fyi.

Janet

From: City Works
Sent: Monday, April 16, 2018 1:27 PM
Subject: Service Request: 14862

CITY OF KENMORE

SERVICE REQUEST

Service Request ID	14862
Problem Description	EX INQUIRY
Priority	Medium
Has caller been responded to	N
Date that caller was responded to	
Need to contact caller by this date	4/30/2018 12:42:47 PM
Incident Address	MULTIPLE / CITYWIDE
Incident Apt Number	
Incident Location	
Incident City	
Incident State	
Incident Zip	
Service Request Initiated By	QUINN, JANET
Date & Time Service Request Initiated	4/16/2018 12:42:47 PM
Submit To	KARLINSEY, ROB
Submit To Date	4/16/2018 12:42:57 PM
Submit To Open By	
Date SR Was Opened By Submit To	
Dispatch To	KARLINSEY, ROB
Dispatch To Date	4/16/2018 12:43:03 PM
Dispatch Open By	
Dispatch To Open Date	
Status	Open
Closed By	
Closed Date	
Service Request Incident Info	Citizen is sending "public disclosure about tent cities."
Existing Service Request Comments	By QUINN, JANET : 4/16/2018 12:44:41 PM Sending public disclosure about tent cities My goal is to give information So that city of kenmore can put rules regulations in permit and work honestly with Tent city homeless And police So that the community is as safe as possible In the PAST Self managed has not always worked well For a carton of cigarettes you could move in and by pass background check There has been sex offenders Drug dealers

	Robbers Watch Ben bridge thieves Murder suspect from Florida Pregnant women using drugs whom CPS was looking for to protect babies. People with warrants There's been much domestic violence Security always evicts the woman. Children hidden in tents Sammaish tent city 4 had 1/3 of camp buying drugs from security. King county police public disclosure Rapes not reported timely fashion Bellevue tent had NUMEROUS stolen property in mans tent when he died Medications. Identification. Jewelry. Credit cards Our goal is that the CHURCH PASTOR hosting is involved. Helping homeless guests on her property To have bus tickets Meals Information to get jobs. Work source. Labor ready. Help for independence. Hands on. List of who is housed there. Honest background intake. Not shady Children safety. Elderly. Vulnerable populations safety along with helping homeless is our goal.
Code Compliance Case Number	
LFP Work Order Number	
King County Discretionary Req Number	
Historical Number	

CALLER INFORMATION

First Name	Last Name	Address	Apt. #
JANICE	RICHARDSON		

City	Zip	Home Phone	Work Phone	Other Phone
------	-----	------------	------------	-------------

Customer Comments	Caller Problem Details
	Citizen is sending "public disclosure about tent cities."

Customer Email	Cell Phone
----------------	------------

Kelly Chelin

From: Samantha Loyuk
Sent: Friday, April 13, 2018 12:12 PM
To: Kelly Chelin
Subject: FW: More info requested about Encampment Plans

Hi Kelly,

I was copied on this e-mail from Andrew Wickert to the Northlake Lutheran Church regarding the temporary use permit application going to council on Monday, April 23rd. These questions are directed to the property owner, but since he copied me, this might be something that should be forwarded on to council to reflect his questions/concerns. Can you forward this along to them and make sure it gets in the record? Thank you.

Samantha Loyuk, Associate Planner
Development Services | City of Kenmore, WA
18120 68th Ave NE Kenmore, WA 98028
E: slo yuk@kenmorewa.gov | P: 425-398-8900

From: Andrew Wickert [mailto:ajwickert@fastmail.com]
Sent: Thursday, April 12, 2018 11:11 AM
To: office@northlakelutheran.com
Cc: Samantha Loyuk <sloyuk@kenmorewa.gov>; jnstuart4@gmail.com
Subject: More info requested about Encampment Plans

Yesterday I noticed the flyer posted for the public hearing "CUE Encampment / KBIG Shelter". As I understand the document the plan is to provide space for up to 40 tents in the field behind the Northlake Lutheran Church, with some amenities like portable toilets as well.

My property is one of the ~10 residential lots directly adjacent to the planned camp, so I am especially interested in knowing more about the plans for how the camp will be funded, operated, and secured. I have in the past had mostly positive experiences with church-operated camps in more populated areas of Seattle, such as the one run by the University Congregational United Church of Christ. If you could answer the following questions it would help put my mind at ease that this initiative is positive for the whole neighborhood. Our homeless neighbors are in dire need of care and attention, but some camps are run in such a way that they only breed animosity in the community.

1. How are people being chosen for the camp? Will they be known before the camp opens, or will the amenities be installed with an 'open door' type policy?
2. What is the process for vetting/screening individuals living in the camp?
3. How many people are expected to be living if the camp is at max capacity? I assume more than one person could occupy a single lot.
4. Is there a type of person you are targeting for help with the camp (other than that they are obviously homeless)?
5. Who will be administering the camp? Volunteers within the church, or another organization? Will anything be contracted?
6. What forms of security will be provided? In some sense the security of my back yard should be orthogonal to the existence of the camp; if people can enter my yard through the church grounds then they could do it regardless of the existence of the camp. On the other hand, the expectations of security I should have adjacent to a sleepy,

mostly vacant church are different than the expectations I should have if ~100 people live 24/7 on the same plot.

7. How will basic amenities like food, water, and restrooms be provided? Will members have access to showers and hygiene supplies? Are there supplies that could be provided by the community?
8. What will be the rules of conduct within the camp?
9. What will be the terms of camp membership? What could a member do that would cause them to be removed from the camp?
10. Will there be a way to escalate issues with camp members other than through the police?
11. Are you planning on having community involvement in activities with the camp? I know at some camps distribution of food is done on a rotating basis with different organizations from the community volunteering.
12. What types of amenities nearby are usually accessed by homeless people? I know Mary's Place is nearby, are there other facilities within easy access of this location?
13. Where will individuals in the camp be asked to go after operations have ceased?

XIV. A. Motion to Allow Temporary Use Homeless Shelter at Northlake Luth...

101	CITY OF KENMORE, WA PERMIT APPLICATION	
18120 68 th Ave NE, Kenmore, WA 98028 425-398-8900 www.kenmorewa.gov		
Permit Type: <u>Temporary Use Permit</u> Project Name: <u>CUE Encampment / KBIG Emergency Shelter</u> Project Description: <u>Phase 1 - 120 days, May 4 - Sept. 1 Camp Unity Eastside temporary emergency tent encampment.</u> <u>Phase 2 - 30 days, Oct. 1 - Oct. 31 KBIG-Emergency Cold weather shelter for homeless.</u>		Permit #: <u>TMP18-0153</u> <u>Phase 1</u> RECEIVED APR 06 2018 CITY OF KENMORE Date stamp
Property Address: <u>Northlake Lutheran Church, 6620 NE 185th St, Kenmore, WA 98028</u> Lot #: _____ Floor and Suite #: _____ Parcel Number: <u>022604-9037, 9034, 9016</u> Legal Description: <u>W 230 FT OF N 471 FT OF S 815 FT OF E HALF SE QTR SE QTR STR 02-26-04 AKA LOT B KCLLA L94L0026 REC #9408101437 & 9506210694</u>		
Applicant: <u>Northlake Lutheran Church</u> Phone: _____ Address: _____ City, St, Zip: _____ e-mail address: _____ Fax: _____		
Property Owner: <u>Northlake Lutheran Church</u> Phone: <u>425-486-6977</u> Address: <u>6620 NE 185th St,</u> City, St, Zip: <u>Kenmore, WA 98028</u> e-mail address: <u>office@northlakelutheran.org</u> Fax: _____		
Contractor's Company Name: _____ Phone: _____ Address: _____ City, St, Zip: _____ e-mail address: _____ Fax: _____ Contractor's Lic. #: _____ Expiration Date: _____ State UBI#: _____		
Contact Person: <u>Mark Van Wormer</u> Phone: <u>206-963-1694</u> Address: _____ City, St, Zip: <u>Woodinville, WA</u> e-mail address: <u>marksvanwormer@outlook.com</u> Fax: _____		
Interim Construction Loan Lender OR Payment Bond Issuer: _____ Address: _____ City, St, Zip: _____ Phone: _____ Fax: _____		
For projects costing more than \$5,000; If not available at time of application the applicant shall so state and provide as soon as the information is obtained. (KMC 15.30.225.B.4.b)		
All provisions of laws and ordinances governing this type of work will be complied with. I certify under penalty of perjury that the information provided on this application is true and correct and, further that I am authorized by the owner of the above premises to perform the work for which the permit application is made. I further agree to hold harmless the City of Kenmore as to any claim (including costs, expenses, and attorney's fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Kenmore, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as part of this application.		
OWNER/APPLICANT: <u>Mark Van Wormer</u> Date: <u>4-5-18</u> signature		
I hereby authorize the City representatives to inspect my property Monday-Friday between the hours of 8:00 a.m. and 5:00 p.m. during this permit application process for verifying site conditions.		

219	CITY OF KENMORE, WA TEMPORARY USE PERMIT CHECKLIST		
18120 68 th Ave NE, Kenmore, WA 98028 425-398-8900 www.kenmorewa.gov			
Staff use Area	Permit Number: Project Number: Related Permit(s):	TMP18-0153 Phase 1	RECEIVED APR 06 2018 CITY OF KENMORE
DRT			Date Stamp
A Permit Application needs to be completed and submitted with this checklist. This checklist identifies the minimum requirements and number of copies the applicant must submit for the City of Kenmore to accept the application. Should any of the following minimum items not be provided, the application will not be accepted at the counter. Acceptance does not deem the application complete. Submittal Requirements: Applicant, please check each box under the applicant heading on this checklist to confirm items included in your submittal. If you think an item is not applicable, you must contact the appropriate department prior to your intake, to have the item(s) initialed as not required.			
1	Appl. ☐ Staff ☐	A completed permit application A completed supplemental permit application	# of Copies 4 4
2	☐ ☐	Temporary Use Permit Justification Information ▪ Provide detailed justification to <i>all</i> decisional criteria listed in KMC 18.100.125.	3
3	☐ ☐	Parking/Traffic Control Attendant Plan (if required) ▪ See KMC 18.100.140 for requirements.	3
4	☐ ☐	Site Plan package The following information must be shown on the site plan submittal; additional sheets may be used as necessary: ▪ Site plan size drawn to a legible engineering scale ▪ North arrow and vicinity map. Show sufficient detail to clearly locate the project in relation to arterial streets, natural features, and municipal boundaries ▪ Tax parcel number ▪ Legal description of the property boundary and dimensions of all proposed lots ▪ Area in square feet or acres of the total property ▪ Existing impervious surfaces ▪ Zoning designation of property and surrounding properties ▪ Topographic contours with intervals at a maximum of 5 feet ▪ All adjacent streets, including street name, right-of-way width, and improvements (i.e. pavement width, sidewalk, shoulders). Provide radius of cul-de-sacs. ▪ Location and dimension of proposed streets/access (width, radius of cul-de-sacs, and sidewalks) ▪ Sight distance measurements at all access locations ▪ Location, dimension, and use of existing and proposed easements. Reference recording numbers ▪ Parking & Circulation – location and dimensions of all entry drives. Show the proposed layout including parking stall angle, bay and aisle width, and provide typical dimensions for stall width and length to the wheel stop. Locate and give dimensions for on-site loading areas.	4

4 cont	▪ Indicate compact, full size and handicap parking spaces. Show dimensions of all garages and indicate proposed tandem parking spaces. ▪ Pedestrian Circulation – Show the layout of all internal walkways and connection to public sidewalks, trails and/or right-of-ways. ▪ Existing structures, retaining walls, septic tanks, drainfields and wells, and distances to existing and proposed property lines. Identify if any structures are to be removed or demolished. ▪ Proposed structures and all dimensions ▪ Boundaries of critical areas (streams, wetlands, fish and wildlife habitats of importance, flood hazard areas, shorelines, landslide hazard, erosion hazard, seismic hazard) and boundaries of required buffers and building setbacks. ▪ Location and size of storage space and collection points for recyclables per KMC 18.30.250.
5	NOTES: ▪ Permit Application Fees (see fee schedule)

**Temporary Use Permit Application
Response to Kenmore Staff Final Comments**

TMP18-0153 Phase 1 Narrative
Camp Unity Eastside
Homeless Encampment
Northlake Lutheran Church
6620 NE 185th street

RECEIVED
APR 06 2018

CITY OF KENMORE

Development Services

Samantha Loyuk, Associate Planner

Zoning and Use:

2. A Temporary Use Permit TUP is Required

- b. The duration of this temporary use will be 120 days. City staff have advised us that to apply for a 120-day TUP will require a public hearing and City Council approval.*
- c. The CUE encampment temporary use will be May 4 through September 1, 2018*
- d. The CUE encampment temporary use is not planned to occur more than once in a calendar year.*

4. Per KMC 18.100.125

- a. The proposed temporary use will not be materially detrimental to the public welfare;

King County has declared a State of Emergency for the current homelessness issue. Camp Unity Eastside (CUE) is an encampment for adults over 18 experiencing homelessness. This temporary use will be a net benefit to the community by providing a safe, secure and controlled place for homeless to live. Staff from King County, and Cities of Redmond, Kirkland, and Woodinville support CUE and have acknowledged the benefits of CUE to the community. King County police officers familiar with CUE such as Woodinville Chief of Police supports CUE and has stated that camp residents have helped fight crime.

Camp Unity Eastside is an adult only (18+) encampment. It is drug free, alcohol free, marihuana free and weapons free.

The temporary facilities needed for this CUE encampment will include:

- *Individual sleeping tents to accommodate a maximum of 40 residents*
- *3 large (approximately 12 x 22') community tents*
- *10'x10' smoking canopy*
- *Shower trailer with small laundry room*
- *3 portable toilets*
- *Trash receptacle.*

These facilities are shown on the site plan.

The trail shown on the site plan is an informal path that connects to a wooded lot used by residents in the neighborhood.

CUE lighting will be focused toward the camp and will not project into neighboring properties.

b. The proposed temporary use is compatible with existing land uses in the immediate vicinity in terms of noise and hours of operation;

The intended temporary use is compliant with existing use. CUE maintains a quiet peaceful atmosphere as is usual for the neighborhood or church setting. CUE is considered a Quiet Zone 24/7. This allows residents to be able to sleep day or night depending on their work schedule.

c. Adequate public off-street parking and traffic control for the exclusive use of the proposed temporary use can be provided in a safe manner. [Ord. 11-0329 § 3 (Exh. 1).

There is no need for off-street parking or traffic control.

There are 96 regular stalls 7 disabled parking spaces for a total of 103 parking stalls at Northlake Lutheran Church. The size of the church congregation is significantly smaller than it has been historically. 15 to 20 years ago the attendance was close to 200. Currently attendance at Sunday services ranges from 45-55. Christmas and Easter attendance can be as high as 75. Summer time is a lower attendance period because of family vacations.

CUE will occupy a total of 24 parking stalls.

14 parking spaces will be needed for the tents including open space for fire protection

2 parking spaces will be needed for the shower

8 parking spaces will be needed for the 2 camp vans and 6 personal cars

Northlake Lutheran Church needs 55 stalls for Sunday service.

Worst case scenario is 79 of the 103 parking stalls will be used. At this peak use there will be a surplus of 24 parking stalls on church property. There is no need for on street parking. See site plan.

5. Northshore School District

Camp Unity Eastside has been located at many host sites that are close to schools where students cross the street to get to school without an issue. CUE is not considered a danger to students by institutions that have experienced being close to the encampment.

- Northshore United Church of Christ in Woodinville is within a block of Leota Jr, High and Wellington Elementary. CUE was hosted here twice for 120 days.*
- St Jude Church in Redmond is within 2 blocks of Redmond Middle School, Horace Mann Elementary School, Redmond High School and Academy Hill Preschool. CUE was hosted twice for 120 days.*
- City of Woodinville hosted CUE for 120 days adjacent to the YMCA, Carol Edwards Center, Woodinville. The YMCA hosted programs for children throughout the summer during that 120-day period.*
- Bear Creek United Methodist Church in Woodinville is within 2 blocks of Cottage Lake Elementary school and the Woodinville Library. CUE was hosted twice for 120 days.*
- Bellevue Christian School has brought a bus load of children on two occasions to talk with and learn about CUE residents. Back in school, teachers conduct brainstorming sessions with the students to identify ways they can help.*

CUE is a safe and secure environment.

- All residents must pass a warrant and sex offender check before they are admitted into camp.*
- Most residents have jobs.*
- Drugs, alcohol, and weapons are not allowed in camp.*
- CUE is considered a quiet zone 24/7*

CUE has not provided any special treatment or restrictions on camp residents' movement to and from camp near schools.

CUE board has contacted the Northshore School District for a meeting.

7. 120-day permit process – CUE will follow the process for a 120-day TUP as described in this TUP application.

**John Forba, PE, Pace
Engineering - Drainage**

See response to **Development Services 4.c** above for parking accounting.

**Ryan Mumma, Plans Examiner/Inspector
Development Services**

1. CUE facilities
 - a. *The three community tents are made of steel tube framing covered in water proof fabric. Ropes and anchors are used to tie down the tent sufficient to withstand the windy weather we commonly get in the northwest. The tents are erected on platforms made of plywood and metal studs to keep tent floors dryer.*
 - b. *The shower trailer and laundry room will receive water from the church water spicket with a hose connection. Grey water from the shower and laundry trailer gravity flows to a CUE sump pump tank. The grey water is pumped through pipe that is connected to the church sewer system.*
 - c. *Electricity from church outlets is provided to the camp with heavy-duty power cords and spider boxes similar to what is used on construction sites. Electricity is needed for hot water heater, laundry, refrigerator, freezer, lights and small kitchen appliances such as crock pots*
2. *The floor plans for the community tents differ by use and location.*
 - a. *The donations tent is a storage tent for supplies of clothing, blankets, cleaning supplies, personal hygiene supplies, and other non-food items. Items are stored in covered bins, place on shelves, hung on coat hangers and placed on tables. A designated resident is responsible for maintaining order in this tent.*
 - b. *The administration tent contains tables, shelves, file cabinets. A computer is operated from this tent. The security staff, camp supervisors, and senior advisor operate out of this tent.*
 - c. *The kitchen tent contains refrigerators, freezer and small appliances such as crock pots. It also contains shelves for food storage and tables and chairs for eating. A designated resident, kitchen supervisor, is responsible for maintaining order in this tent.*
3. *All facilities are accessibility to the residents of CUE. We have no wheel chair bound residents. The rigors of camping and sleeping in tents has not attracted anyone with*

major disabilities to CUE. Some of our residents have had a stroke, and some have sleeping disorders. CUE strives to accommodate the needs of residents as feasible.

- a. CUE has 3 portable toilets, one of which is ADA accessible.*
- b. CUE has a shower trailer that contains a single person shower and a separate laundry room with a washer and dryer. Sinks are mounted on the exterior wall of the shower trailer under a canopy. A wood stairway is provided to access the shower and laundry room. Photos of the shower trailer are included in this permit application*

4. CUE will follow City codes as we have done for other government agencies.

Peter Horvath, Chief of Police

Safety and Security

Camp Unity Eastside is very different from other encampments. Police officers, city council members, city staff, church leaders, school officials and volunteers who have had direct experience with CUE can testify about the safe, secure positive environment this encampment provides. Local and regional newspaper and TV news teams have reported on the positive uniqueness of CUE, contrasting it with other encampments.

Camp Unity Eastside is self-managed with the support and direction of an active board of directors. CUE is a registered LLC business in Washington State and is a designated 501(c)3 by the IRS. Most CUE residents are employed. Some community members have hired camp residents for jobs such as yard maintenance, machinist, home cleaning, call center, restaurant work, construction and grocery store meat cutter.

No illegal behavior or activities are allowed in or near the encampment. CUE is a drug free, alcohol free, marijuana free and weapons free community. CUE developed a strict code of conduct and administrative rules and procedures that have since been copied by other encampments. Residents must follow these rules, or they will be barred from the camp.

The residents of CUE truly value the safety and security that this framework provides. Many individuals are turned away during admittance procedures because they do not pass the background checks or do not want to follow the rules and duty requirements. Some who are admitted to camp are expelled during the six-day probation period because they do not follow the rules or participate in maintaining the camp.

Additional information about camp operations follows.

1. *CUE does not admit individuals exhibiting symptoms of mental illness or appear to be influenced by drugs or alcohol. If individuals demonstrate symptoms of these mental states, they are not admitted into CUE. CUE is not equipped to treat mental illness.*
 - a. *Most of our board members and volunteers have many years of experience working with people experiencing homelessness. Help for CUE occasionally comes from King County health, Hopelink and City of Redmond Outreach specialist, Kent Hayes. Some of our board members have received training from organizations such as the Red Cross and Union Gospel Mission on working with people that have experienced trauma resulting in emotional issues.*
2. *No special training is planned for volunteers. Hundreds of volunteers, adults and children have helped CUE in recent years without incident. Volunteers help the residents move to the next host church, serve meals and eat with the residents. Bellevue Christian School has sent a bus load of school children to CUE on two occasions to talk with residents and learn about this part of society.*
3. *Residents maintain a 24/7 rotating security watch. Security staff wear bright vests for easy identification. They monitor the phone, inspect the encampment, conduct intake procedures for new residents and greet guests and volunteers that come to camp.*
 - a. *Security personnel are posted 24/7. All residents that are admitted into camp are trained on CUE rules and procedures.*
 - b. *Security personnel are required to be awake during watch and inspect the encampment 24/7.*
4. *All residents agree upon admission to the camp not to have alcohol, drugs or weapons. Residents are barred from camp if they violate this rule.*
 - a. *If any of these items are suspected their tent and bags are subject to a search.*
 - b. *Overnight guests are not permitted in camp.*
 - c. *There are a couple of residents with diabetes. They dispose of needles in safe receptacles. Staff, volunteers and residents understand the potential risk of uncapped needles belonging to individuals with HIV.*
 - d. *No residents are permitted to possess weapons including knives over 4 inches in length. If a weapon is found on a resident, then they are barred from camp. Even kitchen cutting knives are checked out and checked in through security when preparing food.*
5. *Residents must pass a warrant and sex offender check before they are admitted to camp. The person's photo ID is called in by phone for this check.*
6. *Residents that do not follow the code of conduct are be barred from camp. Rarely is police involvement required. If narcotics are found CUE security will call police.*
7. *Minors are not admitted to camp.*

8. *Residents travel to and from work, shopping, doctor visits etc. by camp van, private car, public transportation, bike or walking. There is no protocol for notifying businesses. CUE residents are not restricted in travel any more than other citizens.*
9. *Prospective residents can learn about CUE from our web site, facebook and word of mouth.*
10. *The residents of Camp Unity Eastside welcome the Kenmore police department to visit camp at any time. We are confident that you will find the camp acceptable and a benefit to the community of the City of Kenmore.*

** Police departments at the City of Redmond, Kirkland, Woodinville and King County are familiar with and have accepted the CUE Code of Conduct, and procedures that have been developed to operate this homeless encampment. King County police officers familiar with CUE such as Woodinville Chief of Police supports CUE and has stated that camp residents have helped fight crime.*

Jeff LaFlam, Fire Marshal
Fire Safety

CUE understands the requirements of the Fire Marshal.

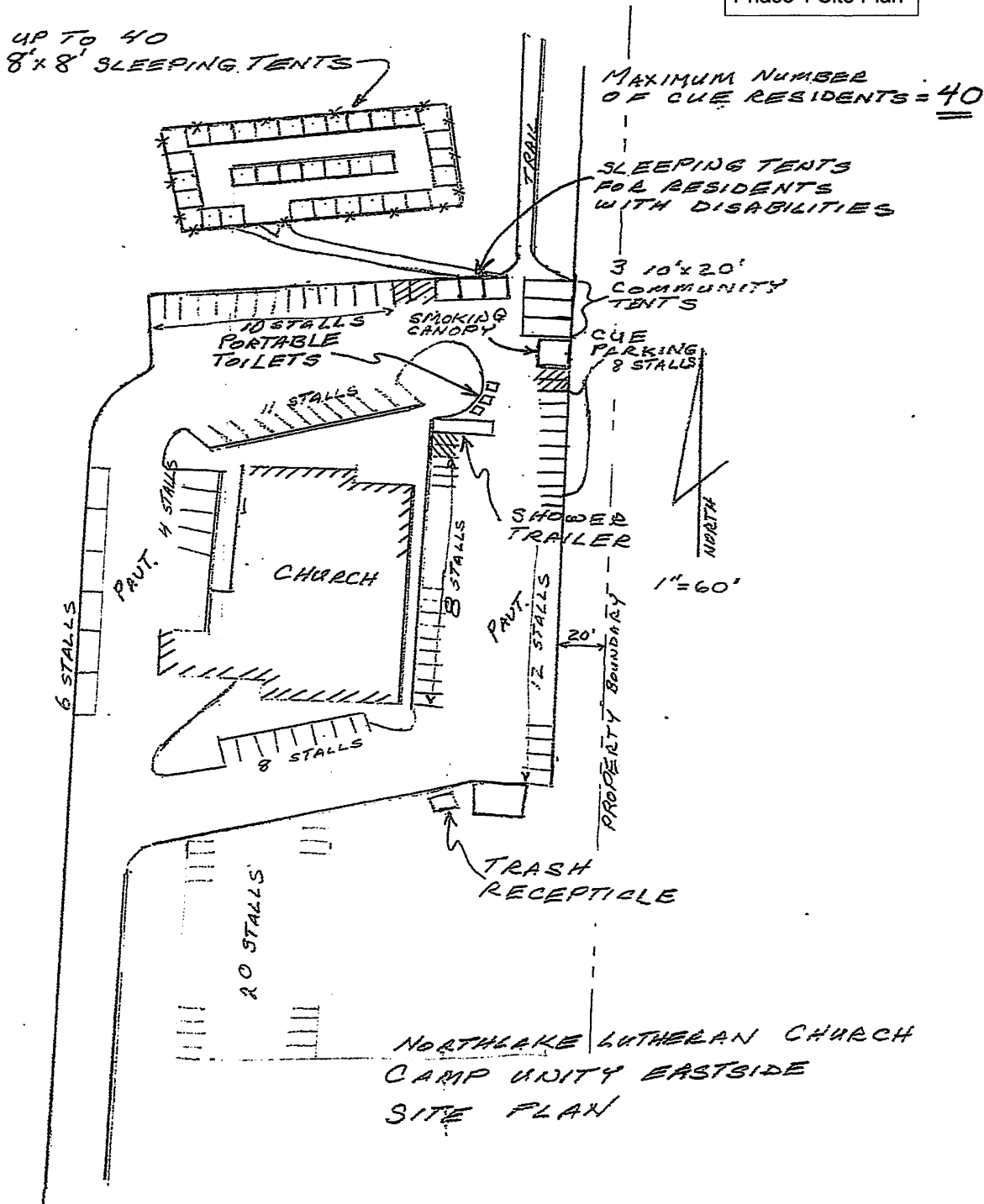
Thema Crenshaw
Northshore Utility District

1. *The Camp Unity Eastside trailer, containing a shower and washer/dryer, will be connected to the church building with hoses for water supply. Grey water from the shower and washing machine will be plumbed to drain into the church's sanitary sewer system. The church will also supply electricity to power hot water heater, washer/dryer, computer, refrigerator, freezer, small kitchen appliances such as crock pots and some lights.*

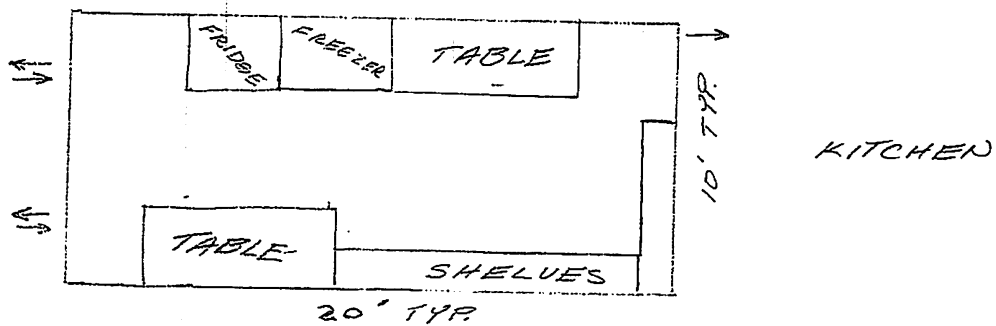
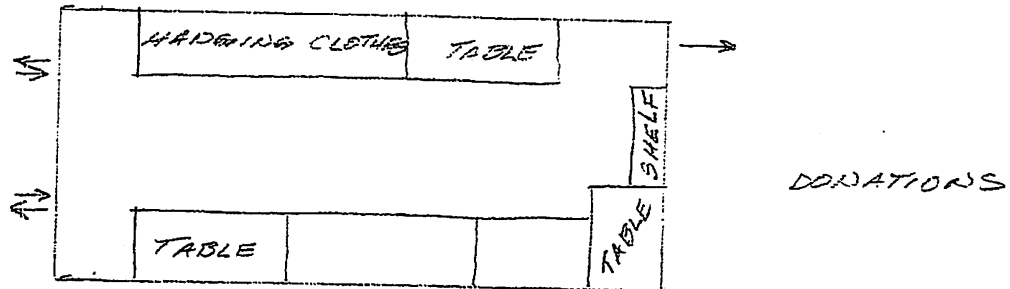
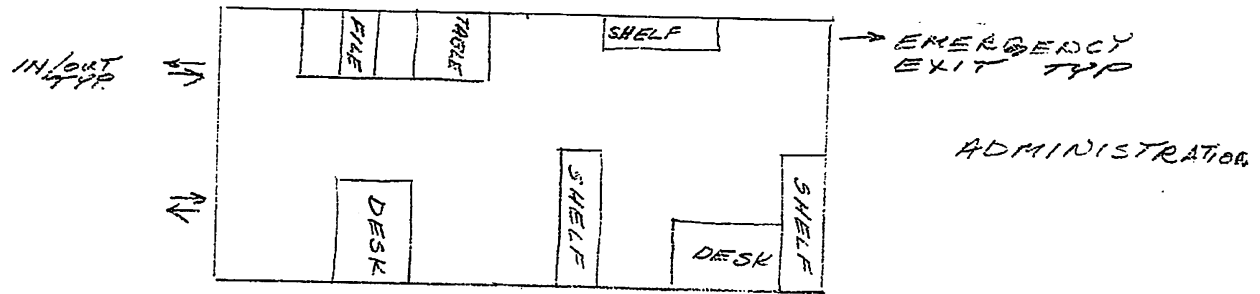
Supplemental Information

- Site plan: aerial photo from Metro GIS.
- North arrow and site map: included.
- Tax parcel numbers: 022604-9037, 9034, 9016
- Legal description: see permit application
- Total footage is 175,950 sq. ft., all three lots.
- Impervious surface is existing. no change to site is proposed.
- Zoning: residential R12.
- Topographic contours: See map enclosed.
- Street names shown but no street widths.
- Proposed Streets: NA
- Site Distance: NA
- No easements on site.
- Parking and circulation: no change to circulation.
- Parking spaces and handicap spaces not shown.
- Pedestrian circulation not shown.
- No new structures, wells, or septic tanks planned. No buildings are being demolished.
- No proposed structures planned.
- No critical areas shown.
- CUE will have its own normal solid waste service containers.

TMP18-0153
Phase 1 Site Plan



CUE TYPICAL FLOOR PLANS
ACTUAL CONFIGURATION VARIES WITH SITE CONSTRAINTS.



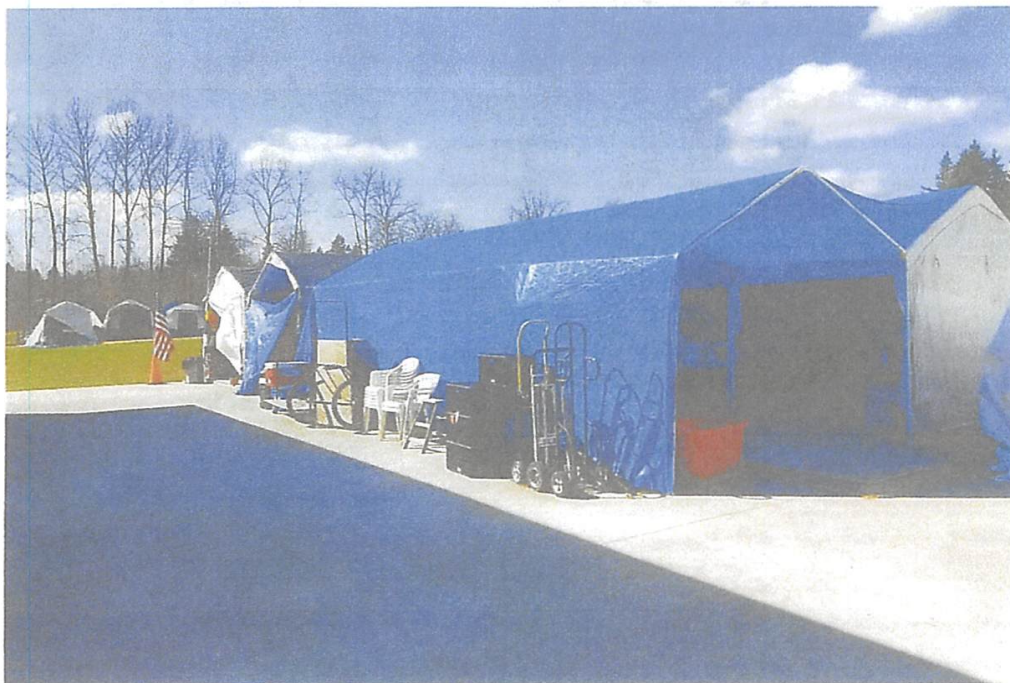
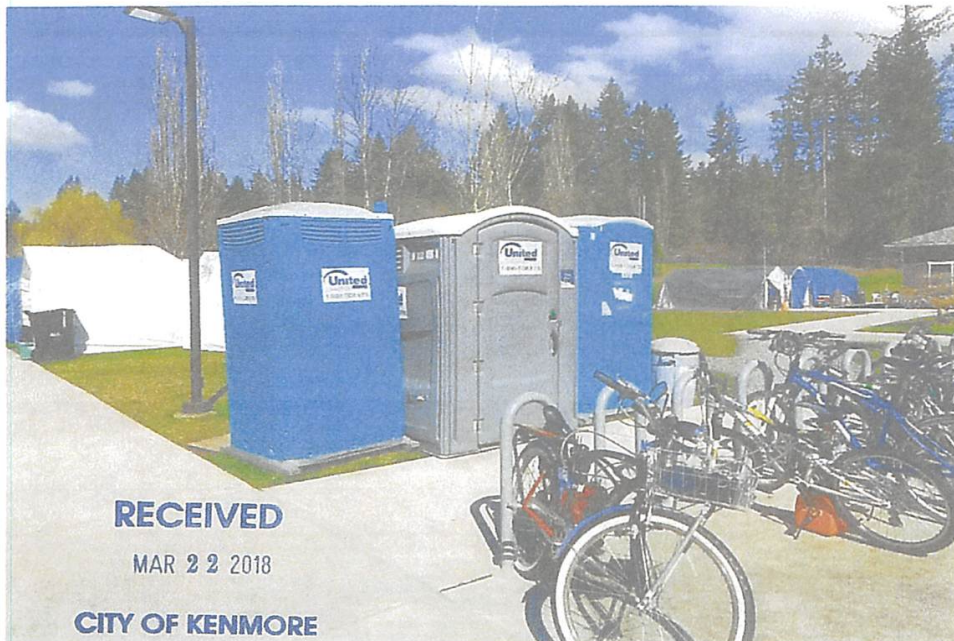
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MAR 22 2018

CITY OF KENMORE

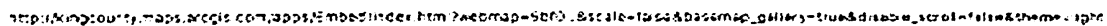




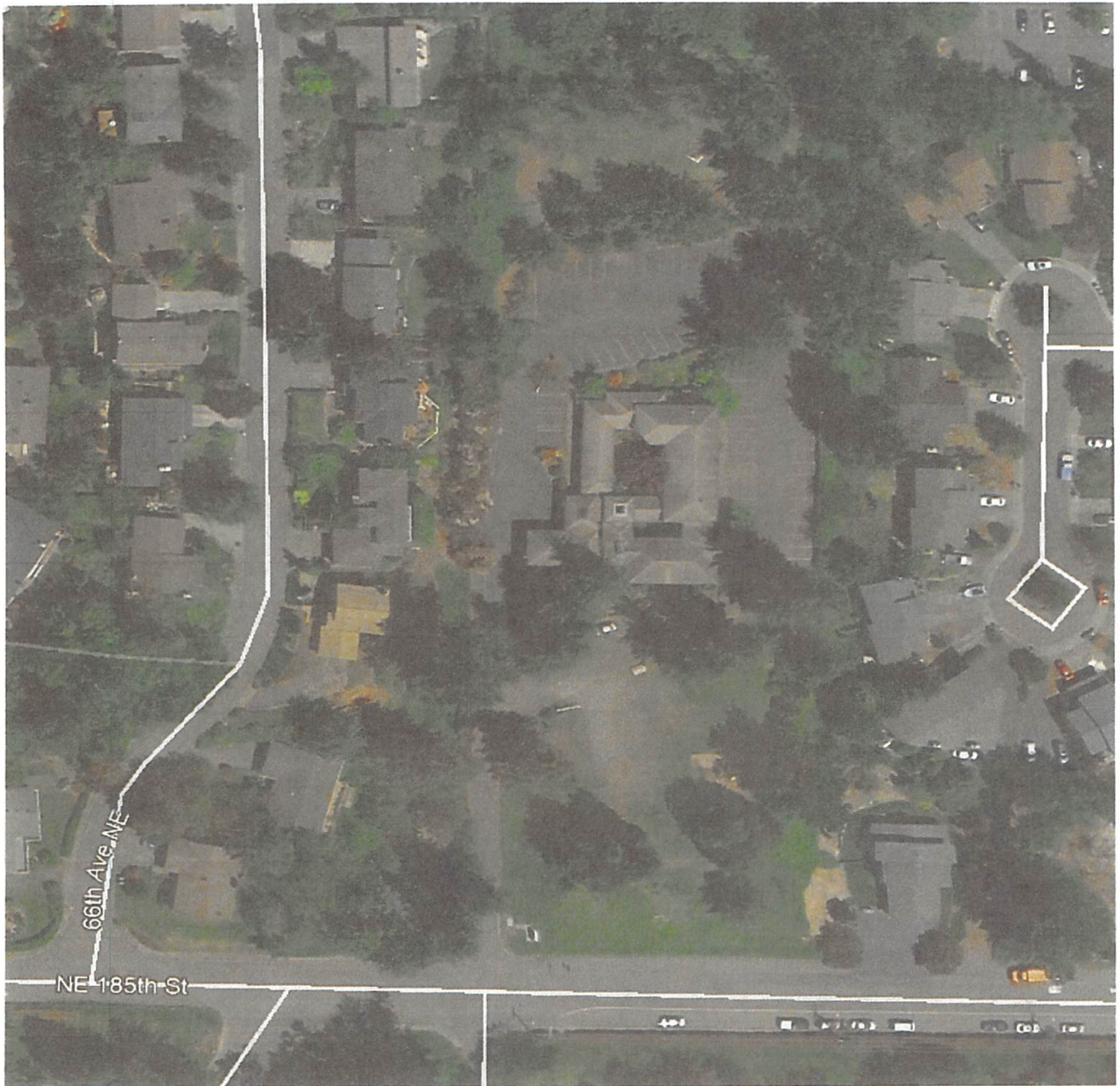
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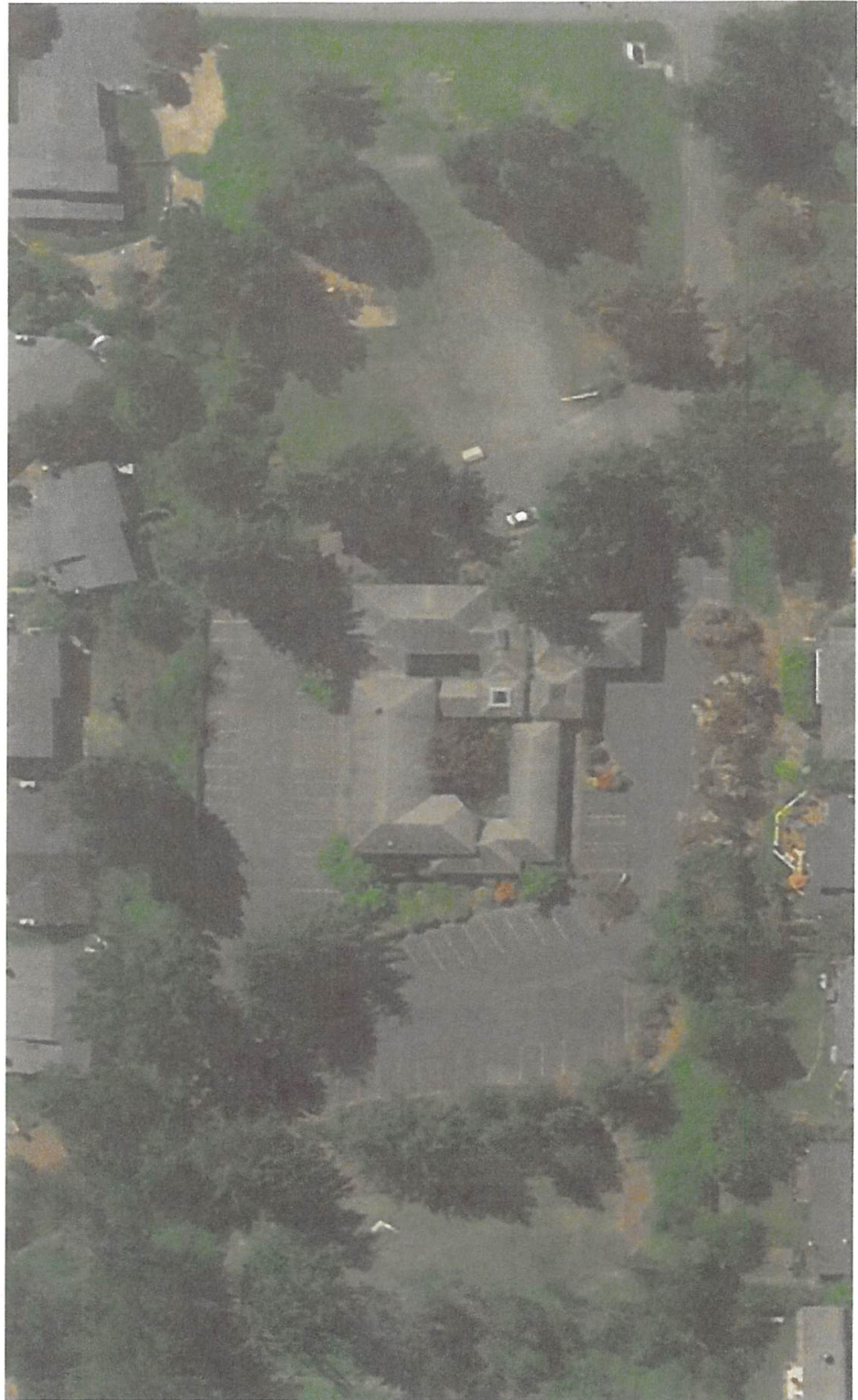








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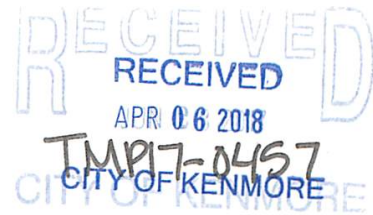


101	CITY OF KENMORE, WA PERMIT APPLICATION	
18120 68 th Ave NE, Kenmore, WA 98028 425-308-8000 www.kenmorewa.gov		
TMP18-0153 Phase 2		RECEIVED APR 06 2018 CITY OF KENMORE Date stamp
Permit Type: <u>Temporary</u>		
Project Name: <u>KBIG - Emergency Cold weather</u>		
Project Description: <u>Homeless shelter.</u>		
<u>This project will provide up to 30 days</u> <u>of emergency - shelter for the homeless</u> <u>in the greater Kenmore/Bothell area between</u> <u>October 1 to 31, each winter.</u>		
Property Address: <u>6620 NE 185 St., Kenmore</u> Lot #: _____		
Floor and Suite #: _____		
Parcel Number: <u>022604-9037</u> <u>PASTOR Anja Holtman</u>		
Legal Description: _____		
Applicant: <u>Northlake Lutheran Church</u> Phone: <u>425 750-4922</u>		
Address: <u>6620 NE 185 St.</u> City, St, Zip: <u>Kenmore 98028</u>		
e-mail address: <u>dave.lowridge@gmail.com</u> Fax: _____		
Property Owner: <u>Northlake Lutheran Church</u> Phone: _____		
Address: <u>6620 NE 185 St., Kenmore</u> City, St, Zip: <u>98028</u>		
e-mail address: <u>PO Box 82603 Kenmore 98028</u> Fax: _____		
Contractor's Company Name: <u>DNA</u> Phone: _____		
Address: _____ City, St, Zip: _____		
e-mail address: _____ Fax: _____		
Contractor's Lic. #: _____ Expiration Date: _____ State UBI#: _____		
Contact Person: <u>DAVID Lowe</u> Phone: <u>425 750-4922</u>		
Address: <u>PO Box 1179 Lake Stevens</u> City, St, Zip: <u>WA 98258</u>		
e-mail address: <u>dave.lowridge@gmail.com</u> Fax: _____		
Interim Construction Loan Lender OR Payment Bond Issuer: _____		
Address: <u>DNA</u> City, St, Zip: _____		
Phone: _____ Fax: _____		
For projects costing more than \$5,000, If not available at time of application the applicant shall so state and provide as soon as the information is obtained. (KMC 15.30.225.B.4.b)		
All provisions of laws and ordinances governing this type of work will be complied with. I certify under penalty of perjury that the information provided on this application is true and correct and, further that I am authorized by the owner of the above premises to perform the work for which the permit application is made. I further agree to hold harmless the City of Kenmore as to any claim (including costs, expenses, and attorney's fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Kenmore, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as part of this application.		
OWNER/APPLICANT: <u>[Signature]</u>		Date: <u>6/2/17</u>
I hereby authorize the City representatives to inspect my property Monday-Friday between the hours of 8:00 a.m. and 5:00 p.m. during this permit application process for verifying site conditions.		

219	CITY OF KENMORE, WA TEMPORARY USE PERMIT CHECKLIST		
18120 68 th Ave NE, Kenmore, WA 98028 425-398-8900 www.kenmorewa.gov			
Staff use Area	Permit Number: TMP18-0153 Project Number: Phase 2 Related Permit(s): 		
DRT Date Stamp			
A Permit Application needs to be completed and submitted with this checklist. This checklist identifies the minimum requirements and number of copies the applicant must submit for the City of Kenmore to accept the application. Should any of the following minimum items not be provided, the application will not be accepted at the counter. Acceptance does not deem the application complete. Submittal Requirements: Applicant, please check each box under the applicant heading on this checklist to confirm items included in your submittal. If you think an item is not applicable, you must contact the appropriate department prior to your intake, to have the item(s) initialed as not required.			
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3	☐ ☐	Parking/Traffic Control Attendant Plan (if required) See KMC 18.100.140 for requirements.	3
4	☐ ☐	Site Plan package The following information must be shown on the site plan submittal; additional sheets may be used as necessary: ▪ Site plan size drawn to a legible engineering scale ▪ North arrow and vicinity map. Show sufficient detail to clearly locate the project in relation to arterial streets, natural features, and municipal boundaries ▪ Tax parcel number ▪ Legal description of the property boundary and dimensions of all proposed lots ▪ Area in square feet or acres of the total property ▪ Existing impervious surfaces ▪ Zoning designation of property and surrounding properties ▪ Topographic contours with intervals at a maximum of 5 feet ▪ All adjacent streets, including street name, right-of-way width, and improvements (i.e. pavement width, sidewalk, shoulders). Provide radius of cul-de-sacs. ▪ Location and dimension of proposed streets/access (width, radius of cul-de-sacs, and sidewalks) ▪ Sight distance measurements at all access locations ▪ Location, dimension, and use of existing and proposed easements. Reference recording numbers ▪ Parking & Circulation – location and dimensions of all entry drives. Show the proposed layout including parking stall angle, bay and aisle width, and provide typical dimensions for stall width and length to the wheel stop. Locate and give dimensions for on-site loading areas.	4

4 cont	▪ Indicate compact, full size and handicap parking spaces. Show dimensions of all garages and indicate proposed tandem parking spaces. ▪ Pedestrian Circulation – Show the layout of all internal walkways and connection to public sidewalks, trails and/or right-of-ways. ▪ Existing structures, retaining walls, septic tanks, drainfields and wells, and distances to existing and proposed property lines. Identify if any structures are to be removed or demolished. ▪ Proposed structures and all dimensions ▪ Boundaries of critical areas (streams, wetlands, fish and wildlife habitats of importance, flood hazard areas, shorelines, landslide hazard, erosion hazard, seismic hazard) and boundaries of required buffers and building setbacks. ▪ Location and size of storage space and collection points for recyclables per KMC 18.30.250.
5	NOTES: ▪ Permit Application Fees (see fee schedule)

PHASE 2
Temporary Use Permit Application
KBIG Emergency Cold Weather
Homeless Shelter
Northlake Lutheran Church
6620 NE 185th st.
Checklist Narrative



TMP18-0153
Phase 2 Narrative

Item #2

Justification for for KMC 18.100.125.

A. The proposed temporary use will not be materially detrimental to the public welfare;

The temporary use will be a net benefit to the community by providing a supervised place for the homeless to sleep.

B. The proposed temporary use is compatible with existing land uses in the immediate vicinity in terms of noise and hours of operation;

The intended use is compliant with existing use: night time sleeping accommodations as is usual for the neighborhood.

C. Adequate public off-street parking and traffic control for the exclusive use of the proposed temporary use can be provided in a safe manner. [Ord. 11-0329 § 3 (Exh. 1).]

Very little parking will be needed. What parking is required the existing parking lot can easily handle without any disruption to neighbors. There are spaces for over 100 cars in the parking lot. Most if not all of the over night guests will be carpooled in from the 73rd Ave. NE Park-n-Ride and Bothell City Hall.

Item #3

No traffic control plan needed.

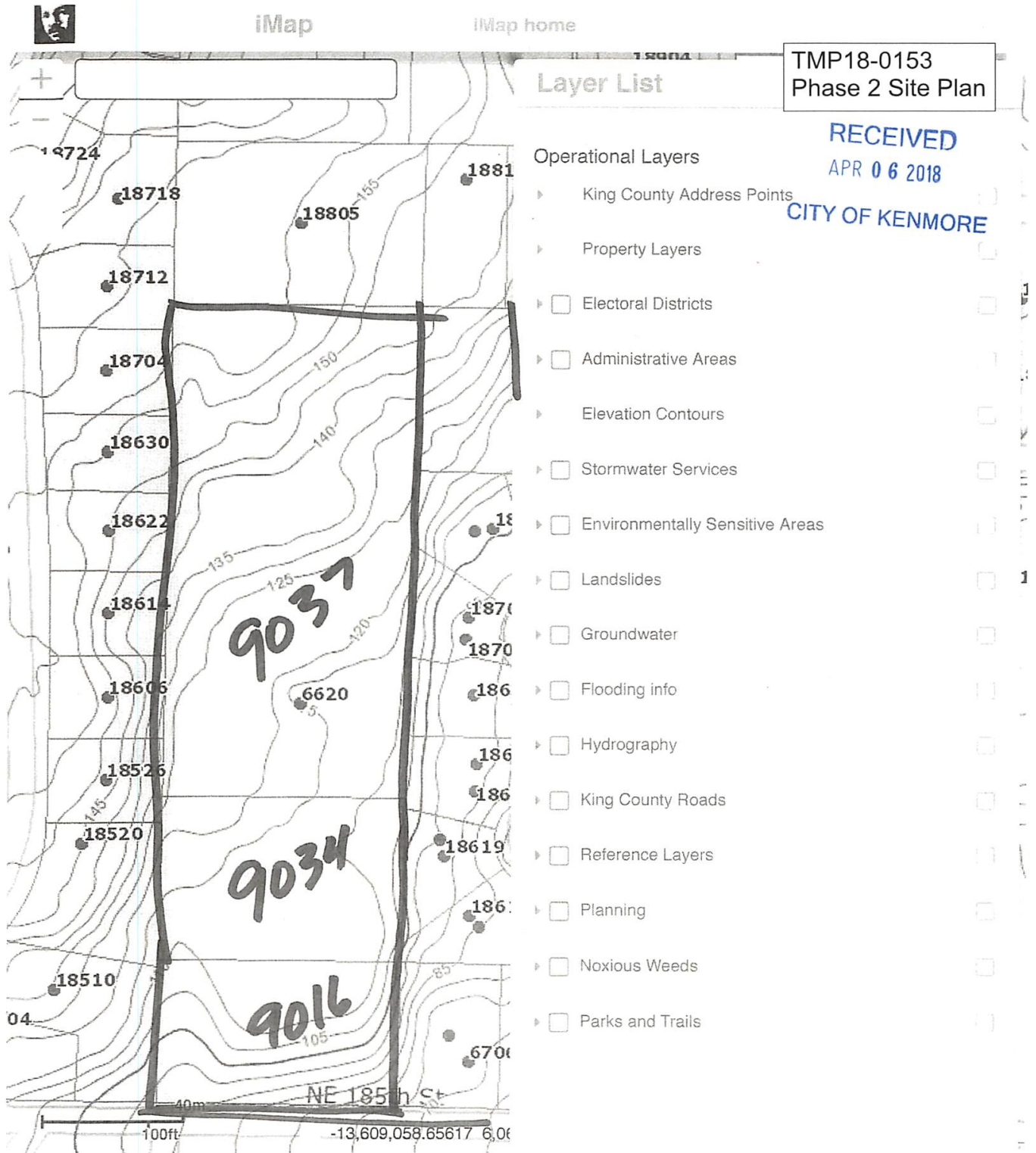
Item #4

- Site plan: aerial photo from Metro GIS.
- North arrow and site map: included.
- Tax parcel numbers: 022604-9037, 9034, 9016
- No legal description or lot line dimensions included.

- Total footage is 175,950 sq. ft., all three lots.
- Impervious surface is existing. no change to site is proposed.
- Zoning: residential.
- See map enclosed.
- Street names but no street widths.
- Not clearly shown
- No easements used other than NE 185 public access street.
- Parking is existing.
- Parking spaces and handicap spaces not shown.
- Pedestrian circulation not shown.
- No details on structures, wells, or septic tanks. No buildings are being demolished.
- No proposed structures.
- No critical areas shown.
- No collection for recycled material other than normal solid waste service containers.

iMap

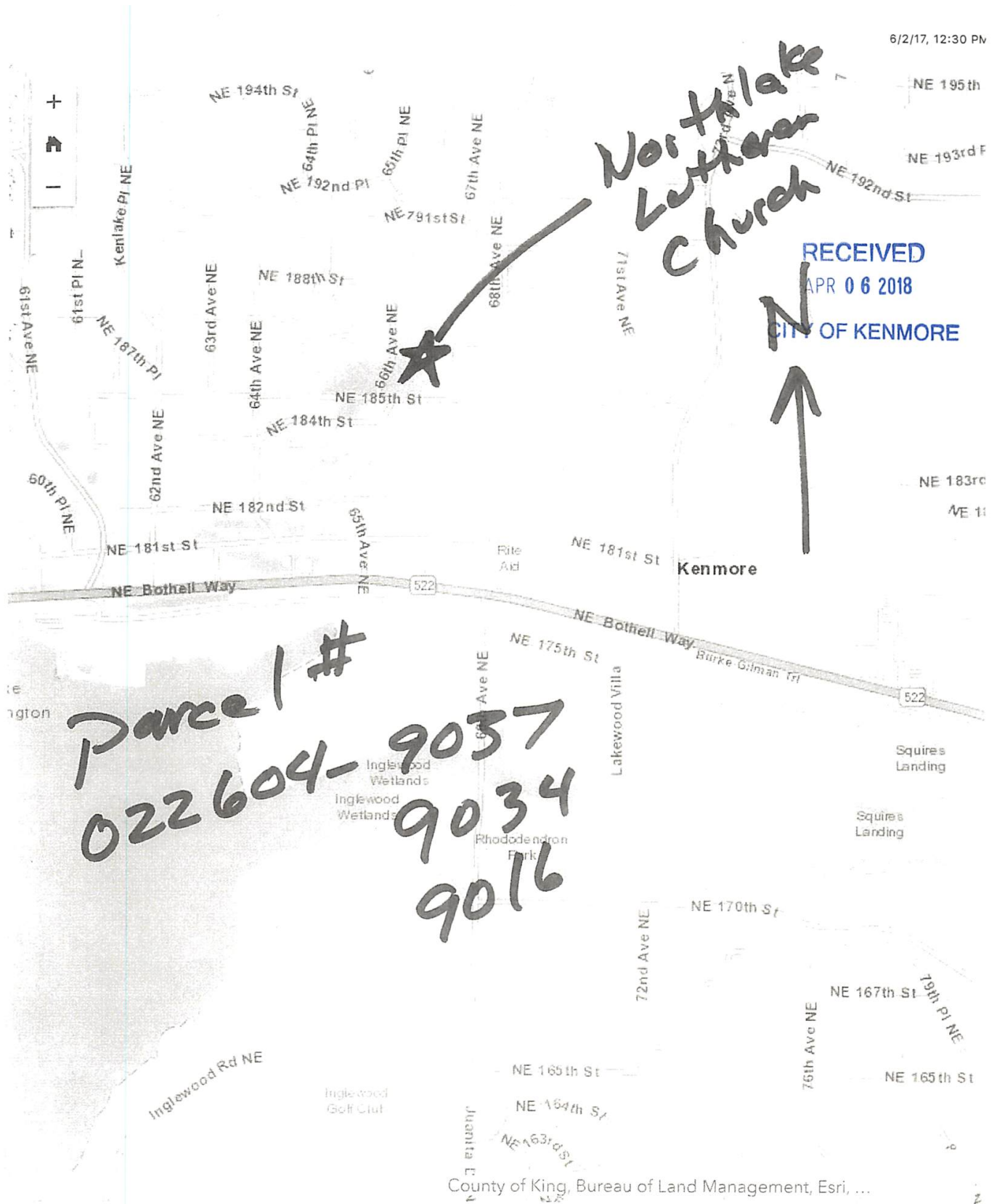
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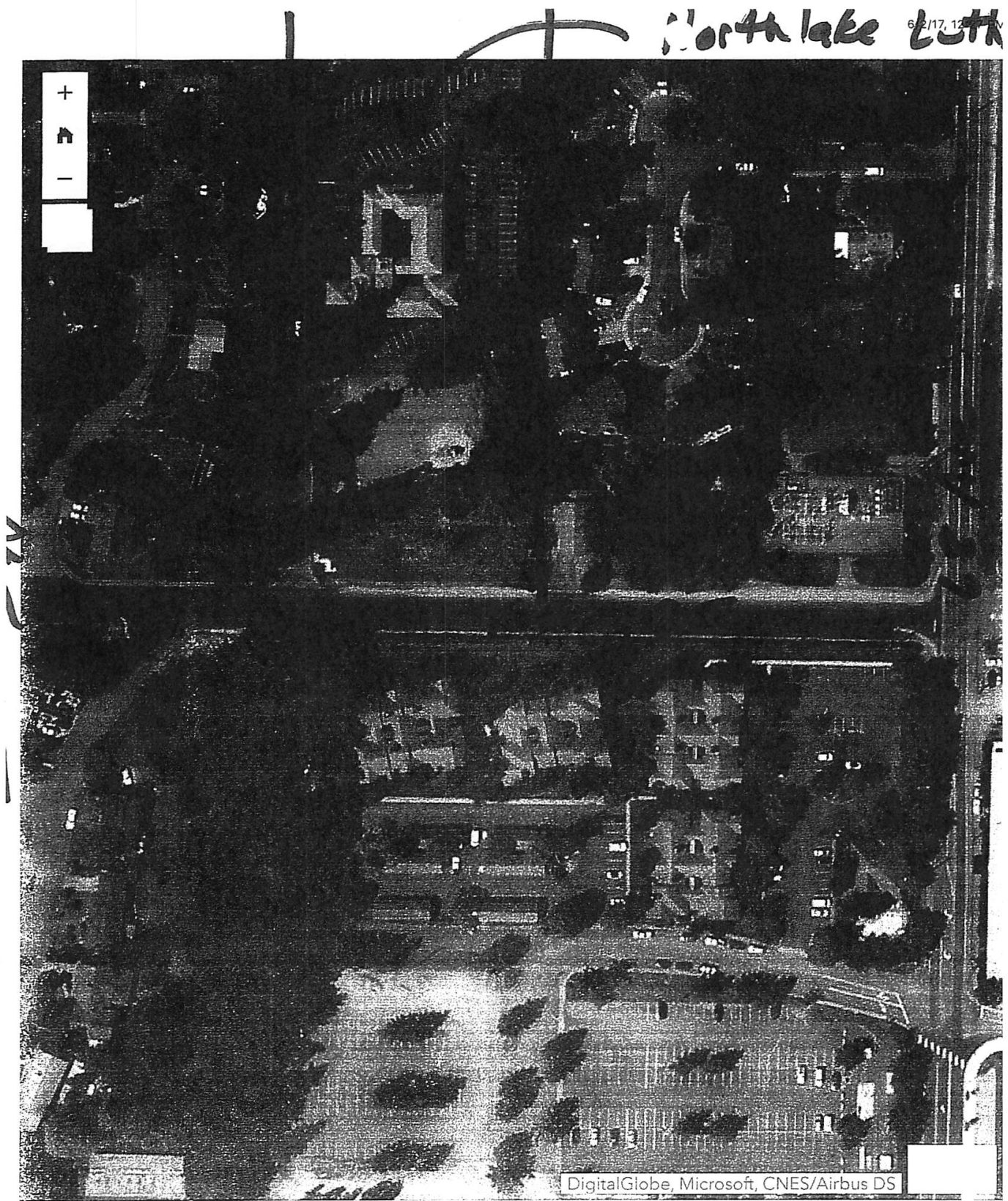


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Page 1 of 1

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http://kingcounty.maps.arcgis.com/apps/Embed/index.html?webmap=5bf0...&scale=false&basemap_gallery=true&disable_scroll=false&theme=light

Page 1 of 1

0226049037

by: Parcel number

Search

Find Intersection

Zoom to

Search results

Selected parcel(s)

- ☒ New selection
☐ Add to selection

Export

Clear

Selected parcels: 1

Parcel number	Address
X 0226049037	18518 66TH AVE NE 98028



Parcel 0226049037

Present use: Church/Welfare/Relig Svc

Property name: NORTHLAKE LUTHERAN

Jurisdiction: KENMORE

Taxpayer name: NORTHLAKE LUTHERAN CHURCH

Address: 18518 66TH AVE NE 98028

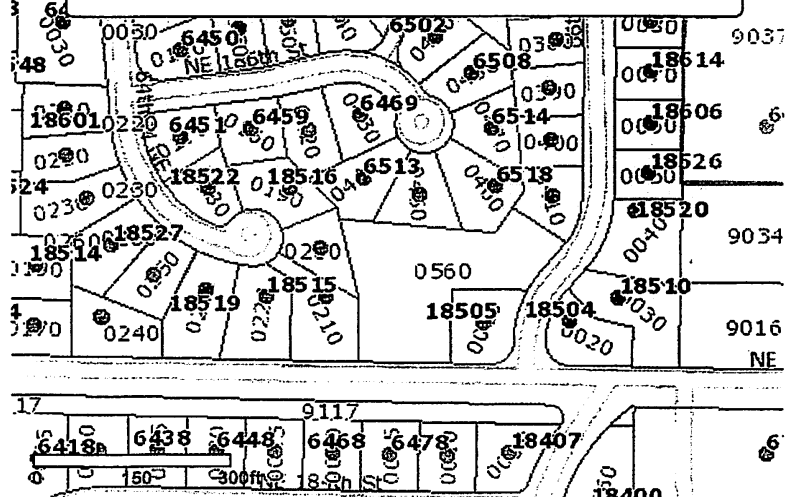
Appraised value: \$2,075,600

Lot area: 108,330

Levy code: 1442

Property Report **Districts Report**

Source: King County Assessor

Lot lines are approximate. Not for legal use.See our [terms of use](#).

Map layers

Page 1 of 2

by:

Search results

Selected parcel(s)

☒ New selection

☐ Add to selection

Selected parcels: 1

Parcel number	Address
☒ 0226049034	6620 NE 185TH ST 98028

Parcel 0226049034

Present use: Church/Welfare/Relig Svc
Property name: NORTHLAKE LUTHERAN CHURCH
Jurisdiction: KENMORE
Taxpayer name: NORTHLAKE LUTHERAN CHURCH
Address: 6620 NE 185TH ST 98028
Appraised value: \$577,700
Lot area: 36,110
Levy code: 1442

[Property Report](#)
[Districts Report](#)

Source: King County Assessor

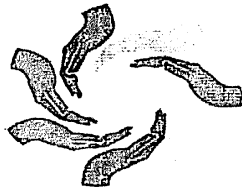
Lot lines are approximate. Not for legal use.

See our [terms of use](#).

Map layers

ATTACHMENT 2

From: Mark Van Wormer
To: David Baker; Nigel Herbig; Milton Curtis; Stacey Denuski; Brent Smith; Joe Marshall; Debra Srebnik; Bryan Hampson
Cc: "michael grimm"; jimmcc@outlook.com; "Ann Taylor"; "Alphonso Carter"; "Karen Tidball"
Subject: Public Hearing and Decision: Camp Unity Eastside/Kirkland-Bothell Interfaith Group TUP
Date: Tuesday, April 17, 2018 9:33:55 PM
Attachments: image002.png



CAMP UNITY
E A S T S I D E

April 17, 2018

Dear City of Kenmore Councilmembers,

As recommended by Kenmore staff, Camp Unity Eastside (CUE) and Kirkland-Bothell Interfaith Group (KBIG) are requesting City Council's approval of a 150-day Temporary Use Permit (30 days for the KBIG winter shelter and 120 days for the CUE encampment) at Northlake Lutheran Church.

CUE provides a safe and stable place for adults experiencing homelessness. This supports resilience and fosters hope and connections, so people can move toward safe housing with the relationships to be successful. During this past year approximately 20 camp residents successfully moved into housing. Camp Unity provides shelter including tents for individuals while they are at camp and three community tents for the office, kitchen/eating and donations. The camp also includes a shower, laundry and portable toilets.

Camp Unity is very different from other encampments. Police officers, city council members, city staff, faith leaders, business leaders, school officials and volunteers who have had direct experience with CUE can testify about the safe, secure positive environment this encampment provides. Local and regional newspaper and TV news teams have reported on the positive uniqueness of CUE, contrasting it with other encampments.

Camp Unity is self-managed with the support and direction of an active board of directors. CUE is a registered LLC business in Washington State and is a designated 501(c)3 by the IRS. Most CUE residents are employed. Examples of jobs include yard maintenance, machinist, home cleaning, call center, restaurant work, construction and grocery store meat cutter.

No illegal behavior or activities are allowed in or near the encampment. CUE is a drug free, alcohol free, marijuana free and weapons free community. CUE developed a strict code of conduct and administrative rules and procedures that have since been copied by other encampments. Residents must follow these rules, or they will be barred from the camp.

The residents of Camp Unity truly value the safety and security that this framework provides. Individuals must pass the warrant or sex offender background checks to be admitted and they must follow the rules and duty requirements. Residents also value the feeling of community and connection at Camp Unity.

Moving the CUE encampment from one location to another takes a tremendous amount of effort by residents and volunteers. It takes a couple of weeks of planning, organizing and packing leading up to

the move and a couple of weeks to fully unpack and get settled into the new location. The move depends on availability of volunteers and needs to avoid holiday weekends. It is a very tiring process for the camp residents and volunteers.

For all these reasons, we urge your approval of a permit for 120 days for CUE and 30 days for KBIG winter shelter. This will allow CUE to be at Northlake Lutheran Church through August. Camp Unity is scheduled to move to Kirkland Congregational Church August 24 - 25.

I'm available to respond to your questions. We also invite you to contact the following individuals who are available to discuss the experience that they and their communities have had with CUE.

Brandon Buchanan City Manager City of Woodinville 425-877-2265 brandonb@ci.woodinville.wa.us	Elaine Cook Deputy Mayor City of Woodinville 917-992-0689 ecook@ci.woodinville.wa.us	Kathleen Larson Police Chief City of Woodinville 425-877-2277 kathleenl@ci.woodinville.wa.us
Colleen Kelly Asst. Dir. Community Planning City of Redmond 425-556-2423 ckelly@redmond.gov	Byron Shutz Former City Council member City of Redmond 425-301-6386 byron@byronshutzjr.org	Amy Walen Mayor City of Kirkland 425-587-3532 awalen@kirklandwa.gov

Sincerely,

Michael Grimm, President, 425-766-3561
On behalf of the Camp Unity Eastside Board of Directors

Jim McCorkle, Vice President
Ann Taylor, Treasurer
Mark Van Wormer, Secretary
Karen Tidball, Site Committee lead
Alphonso Carter, Site Committee
Daniel Cottrell



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Informational presentation on tree regulations. Proposed Council Action/Motion: No action requested.	For Council Meeting Agenda of: <u>April 23, 2018</u> Department: <u>Development Services</u> Prepared by: <u>Samantha Loyuk, Associate Planner</u> Initial & Date Approved by Department Head: <u>BA 4/9/18</u> Approved by City Attorney: <u>N/A.</u> Approved by Finance Director: <u>✓ Jng 4/16/18</u> Approved by City Manager: <u>NKO & RK 12 APR 2018</u> Exhibits/Attachments: 1) Memorandum dated 12/12/2017; 2) PowerPoint Presentation.
<u>INFORMATION/BACKGROUND:</u> At the direction of the City Council, Development Services has prepared an informational presentation on Kenmore Municipal Code (KMC) 18.57 ("tree regulations"). In the memorandum dated 12/12/2017, prepared by the Community Development Department, a brief history of the tree-related code updates is provided (Attachment 1). This document provides useful background information and helps illustrate the development of the code and where we are today with tree regulations. The intent of the presentation (Attachment 2) is to provide an overview of how KMC 18.57 is implemented, primarily as it relates to new development.	
<u>FISCAL CONSIDERATION:</u> N/A	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To continue to implement the Council's vision of providing a safe and secure community; sustainable, healthy environment; and a desirable place to work and live.	



ATTACHMENT #1

City of Kenmore, Washington

Memorandum

Date: December 12, 2017

To: Rob Karlinsey, City Manager

From: Debbie Bent, Community Development Director *DB*
Lauri Anderson, Senior Planner *LWK*

Re: Tree Regulations

Kenmore has adjusted its tree regulations three times since incorporation, and a minor amendment to better align tree cutting penalties and enforcement provisions between Title 15 (land alteration standards) and Title 18 (tree regulations) is proposed for 2018.

Tree-related amendments from the time of incorporation are as follows:

1998—The City adopted King County Code at incorporation.

2004—The City developed new tree regulations (Ordinance 04-0214) that 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. (Tree density is calculated by assigning points based on size to each protected tree in the net buildable area divided by the total acreage of the net buildable area. If the tree density total is less than the required density, more trees must be protected or replacement trees are required.) The 2004 amendments also established protection measures (fencing, grading limits, etc.) and exempted some proposals from needing a permit. While the tree regulations addressed new development, tree rules on lots with an existing single-family residence were handled through the land alteration (Title 15) requirements of the Code.

2009—The City amended the tree regulations (Ordinance 09-0295) to require more tree credits for new development—30 tree units per acre. The amendments also focused on retaining perimeter trees, prevention of “loner” trees that might become a hazard, incentives for replacement of coniferous trees, penalties for non-compliance with a tree retention plan, and monitoring requirements for trees retained and/or replaced.

2015—The City amended the tree regulations (Ordinance 15-0409) to address tree windthrow. Tree windthrow occurs when a tree trunk acts as a lever under the pressure of the wind and the tree is uprooted. Trees most at risk are those whose environment recently has changed (in the last 5-10 years). When trees that were living in the midst of the urban forest lose the protection of a rim of trees and become stand-alones on new housing lots, or become the new edge of trees

18120 68th Ave NE · PO Box 82607 · Kenmore, WA 98028

Office: (425) 398-8900 · Fax: (425) 481-3236 · cityhall@kenmorewa.gov · www.kenmorewa.gov

in the urban forest, they are vulnerable to windthrow. The new regulations required a tree windthrow evaluation as part of the tree protection plan preparation and review for new development. Per Council direction, the standards for tree removal on lots with an existing single-family residence did not change.

2018 (scheduled)—Proposed amendments to align tree enforcement standards and penalties.

We experience citizen complaints regarding cutting of trees—primarily on development sites in single-family neighborhoods. These complaints have been steady over the years, with no recent increase.

During the Great Recession, the State granted time extensions to many subdivision approvals—in some cases up to 10 years. In several of the cases cited in complaints about treatment of trees, the projects were approved for development prior to the tree regulation updates in 2006. That development, then, reflects standards from the old tree cutting regulations—not the most recent amendments.

The City has encouraged staff training on tree issues and, in 2017, a Development Services staff member obtained certification as an “ISA Certified Arborist” and “Qualified Tree Risk Assessor,” able to provide professional review of arborist reports and make recommendations for tree preservation.

KENMORE TREE REGULATIONS

AN OVERVIEW



ATTACHMENT #2

DEVELOPMENT SERVICES

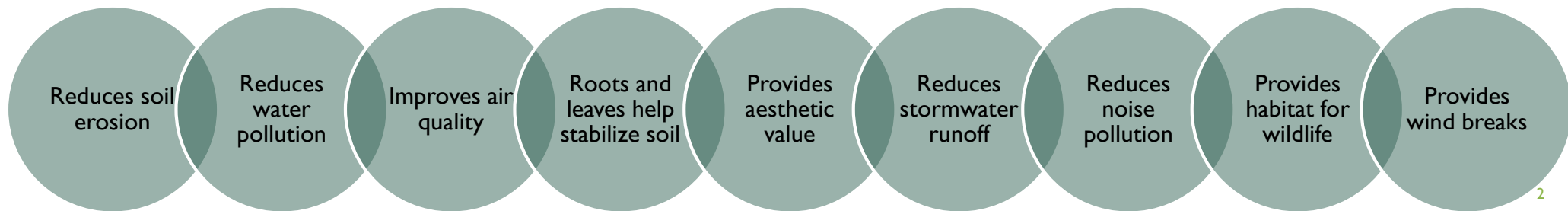
SAMANTHA LOYUK, PLANNER & CERTIFIED ARBORIST

BRYAN HAMPSON, DEVELOPMENT SERVICES DIRECTOR

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 – 2018

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.

Source: Memorandum prepared by Debbie Bent and Lauri Anderson, dated 12/12/2017

DO I NEED A PERMIT?

Removal of a Significant Tree requires a permit application.

The most common type of tree removal is:

1. Individual tree removal; and
2. Tree removal for development

KMC 18.20.2730

“**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

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

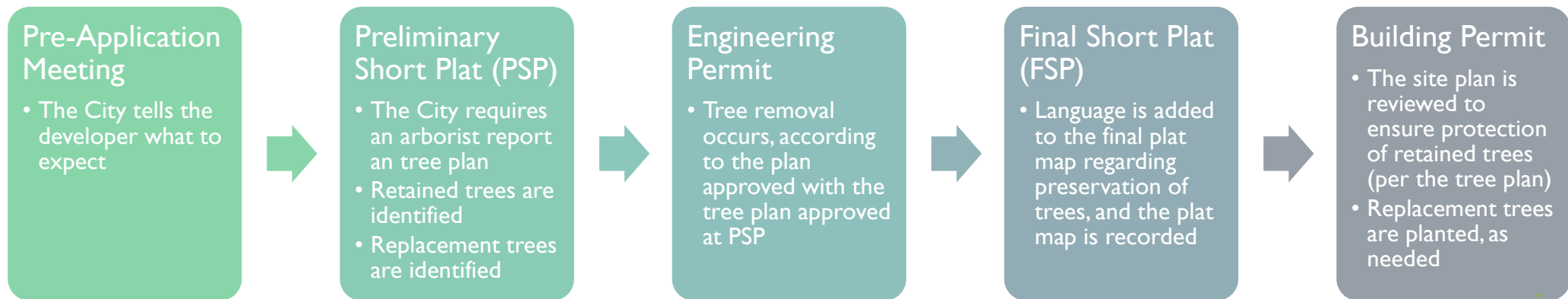
THE FINE PRINT

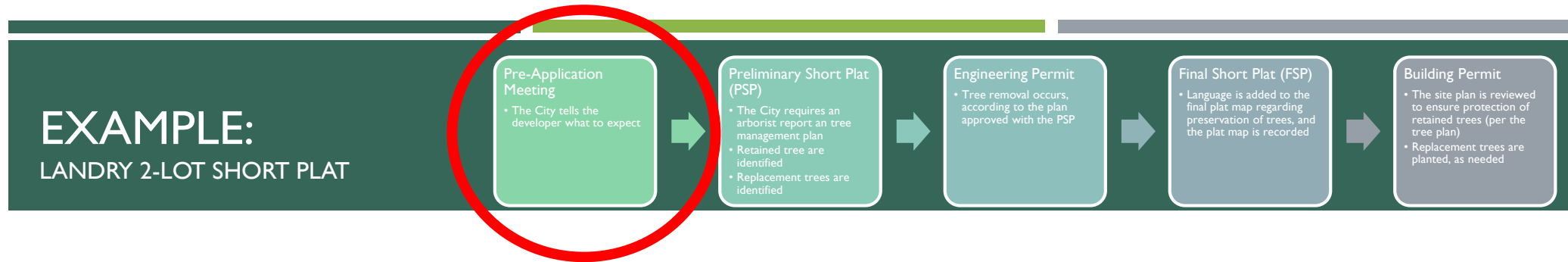
KMC 15.25.070

- o Lot must contain an existing single-family residence;
- o Tree cannot be located in a critical area, shoreline, buffer, native growth protection area, or wildlife protection zone;
- o Tree cannot be previously designated for protection.

2.TREE REMOVAL RELATED TO DEVELOPMENT

Development requires a Tree Management & Protection Plan (“Tree Plan”)





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.**

EXAMPLE:

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 tree are identified
- Replacement trees are identified

Engineering Permit

- Tree removal occurs, according to the plan approved with the PSP

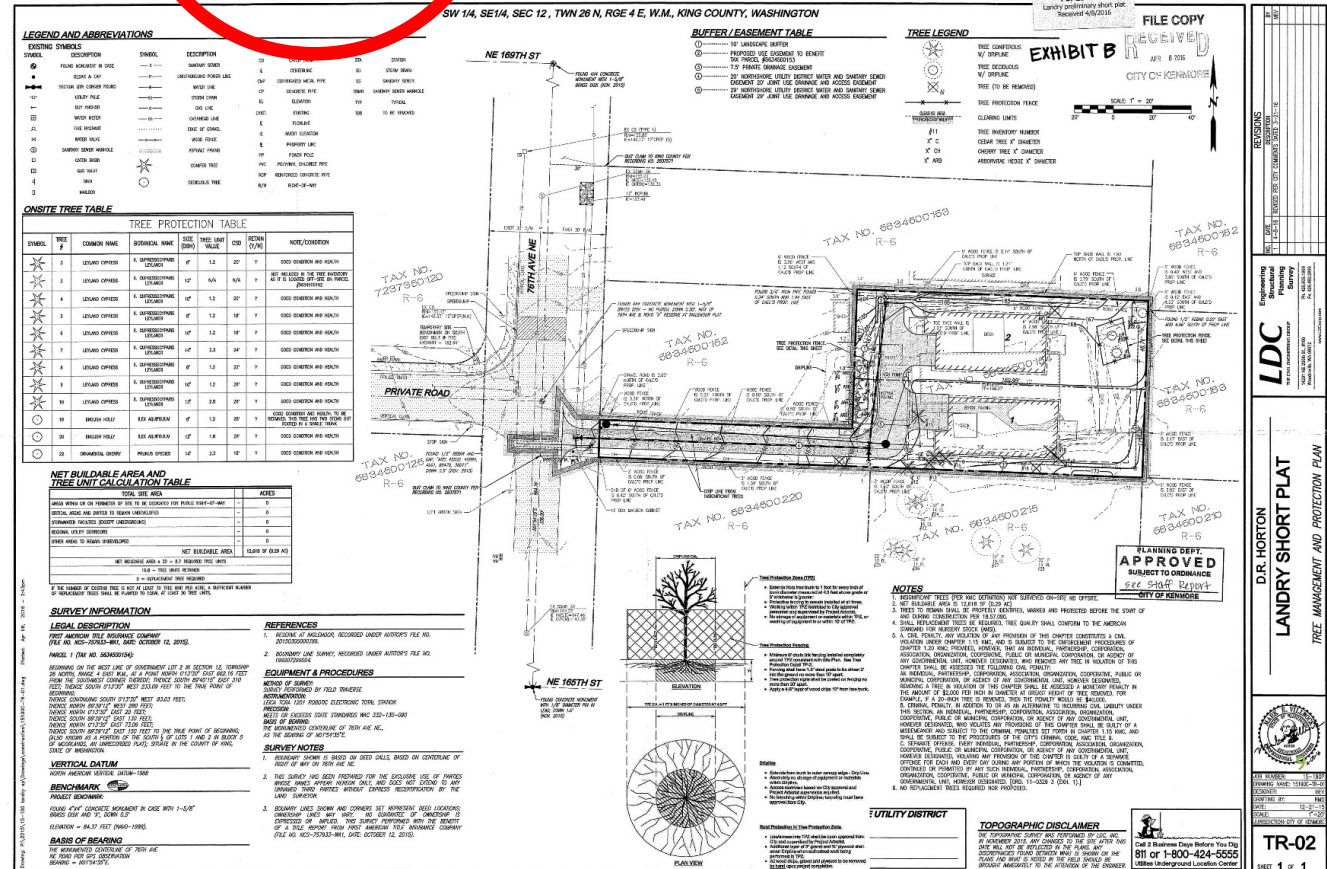
Final Short Plat (FSP)

- 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 Preliminary Short Plat (PSP) application, the applicant provided a Tree Plan & Arborist Report:



EXAMPLE:

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
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Engineering Permit

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Final Short Plat (FSP)

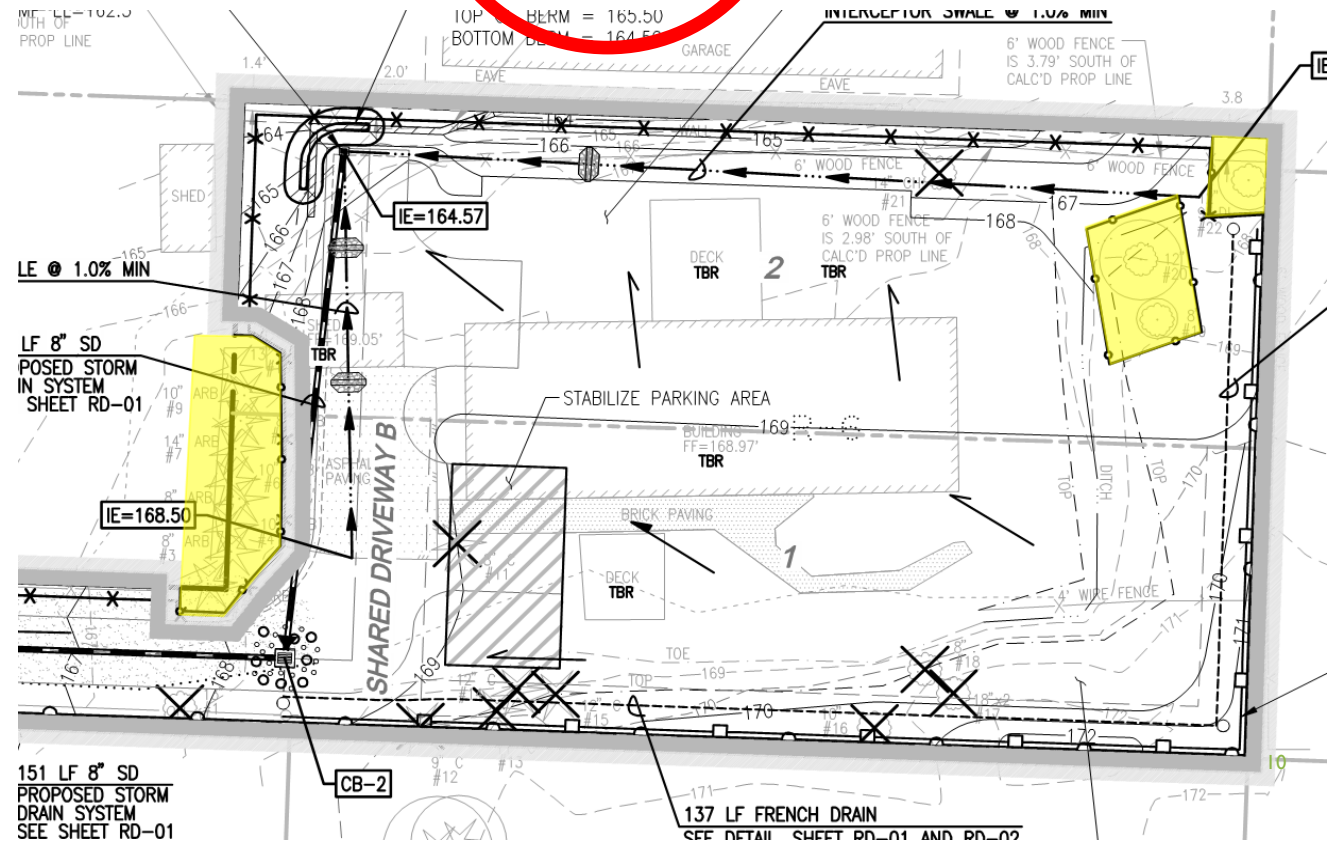
- Language is added to the final plat map regarding preservation of trees, and the plat map is recorded



Building Permit

- The site plan is reviewed to ensure protection of retained trees (per the tree plan)
- Replacement trees are planted, as needed

At the time of Engineering permit, the City verified that the civil plans complied with the tree plan:



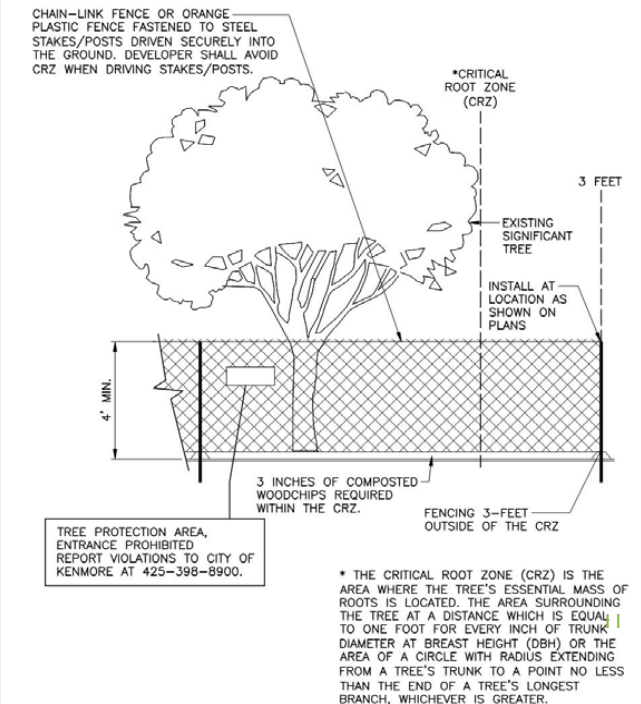
EXAMPLE:

LANDRY 2-LOT SHORT PLAT



Prior to construction activity on site, the City inspected tree protection measures. ✓

TREE PROTECTION DURING CONSTRUCTION



EXAMPLE:

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 tree are identified
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Engineering Permit

- Tree removal occurs, according to the plan approved with the PSP



Final Short Plat (FSP)

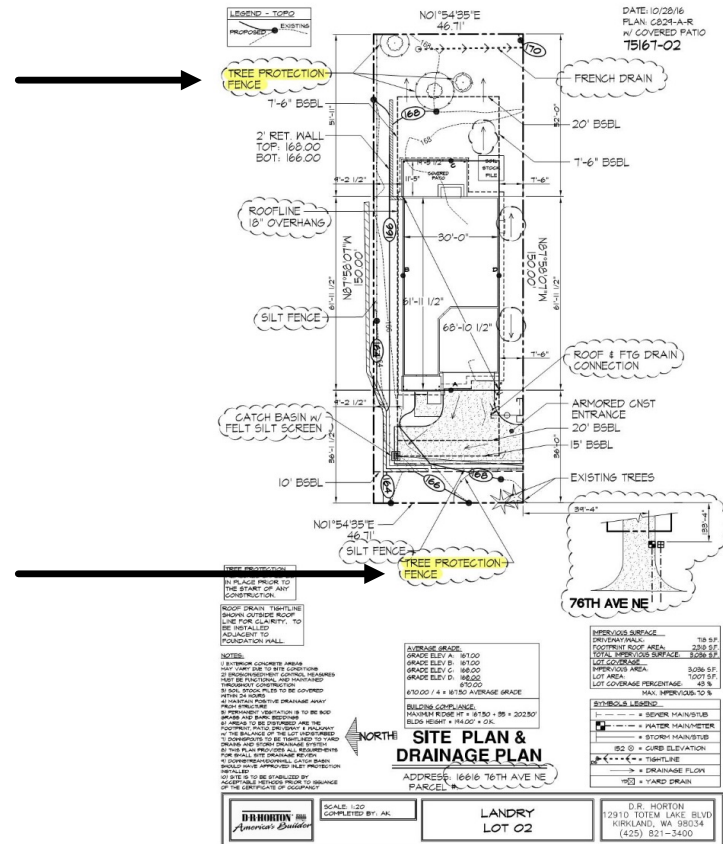
- Language is added to the final plat map regarding preservation of trees, and the plat map is recorded



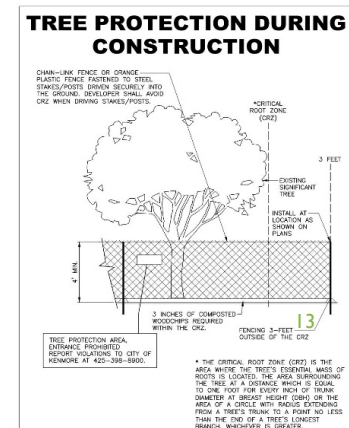
Building Permit

- The site plan is reviewed to ensure protection of retained trees (per the tree plan)
- Replacement trees are planted, as needed

The building permit site plan identifies the retained trees and provides protection throughout construction:



Prior to construction activity on site, the City inspected tree protection measures.



WEST CREEK VILLAGE (18 LOTS): *Subject to the 2004 tree code*

Project Milestones:

- 9/12/2005: Application determined complete;
- 3/8/2007: Hearing Examiner published decision;



Shortly thereafter, the nation experienced the Great Recession and the project was put on hold. During this time the State granted time extension to many subdivision approvals – including West Creek Village. As the project sat idle, it remained active through the State’s extension.

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.*

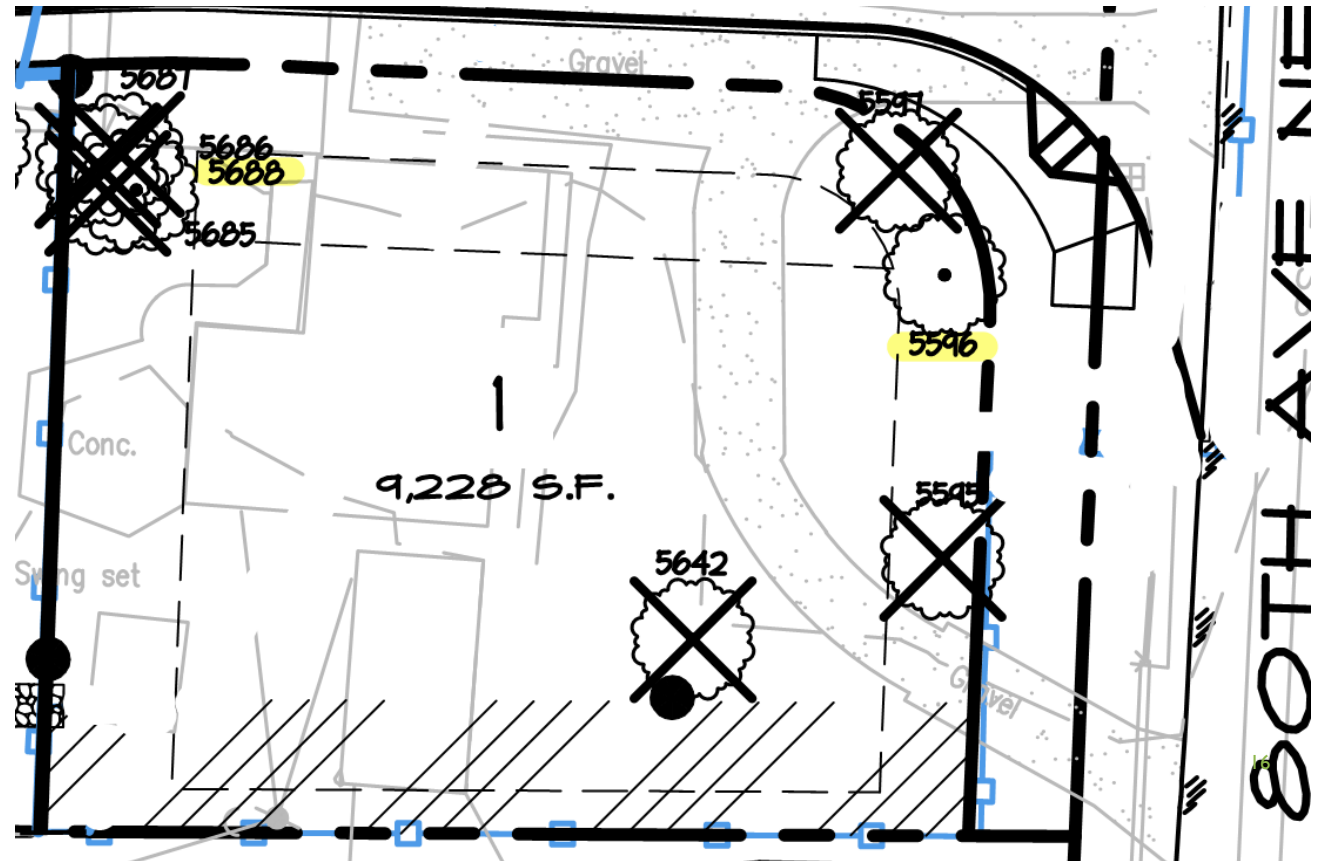
- 9/19/2011: Engineering permit issued;



Tree Management & Protection Plan APPROVED

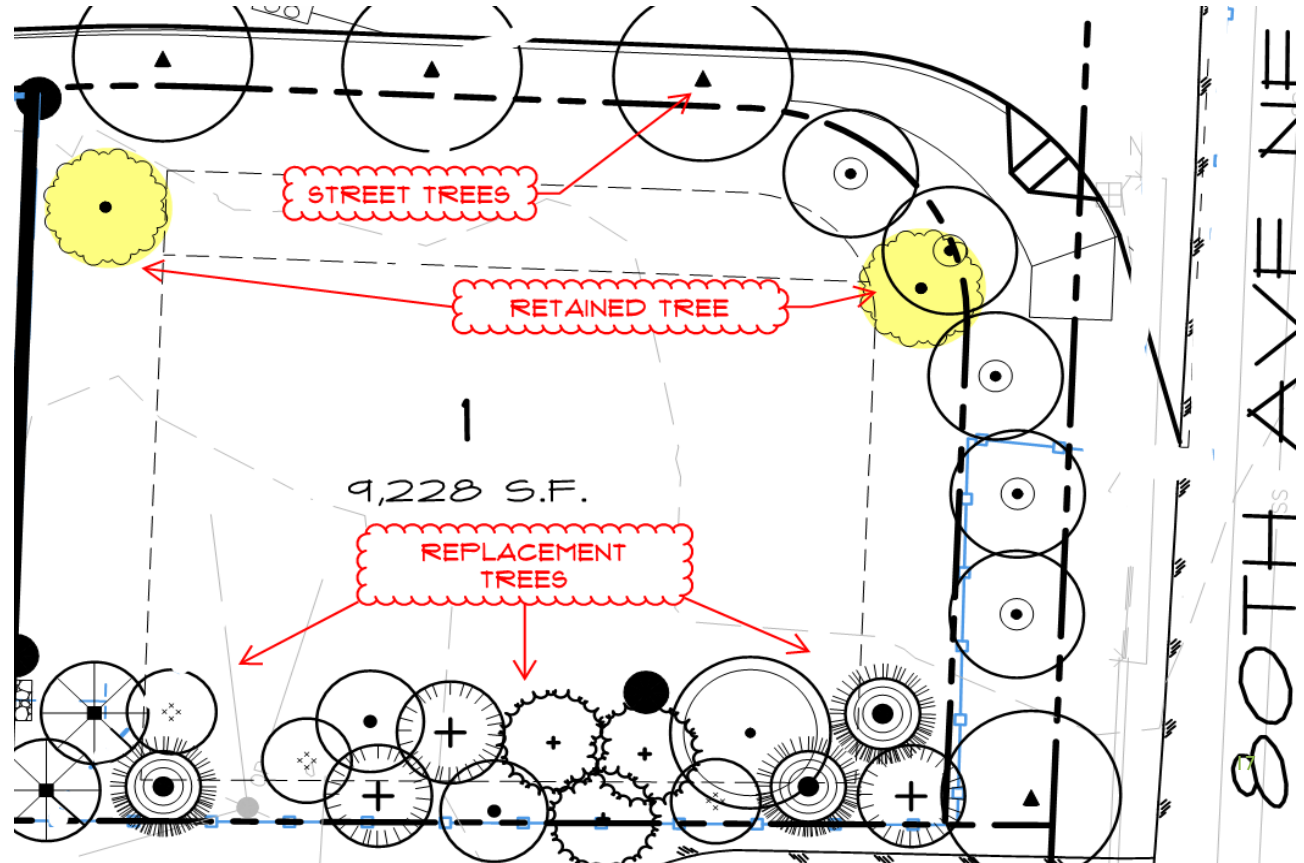
WEST CREEK VILLAGE TREE PLAN: *Subject to the 2004 tree code*

- **Tree Inventory:** This image shows eight (8) existing trees on site, prior to development. Of those, two (2) trees are retained.

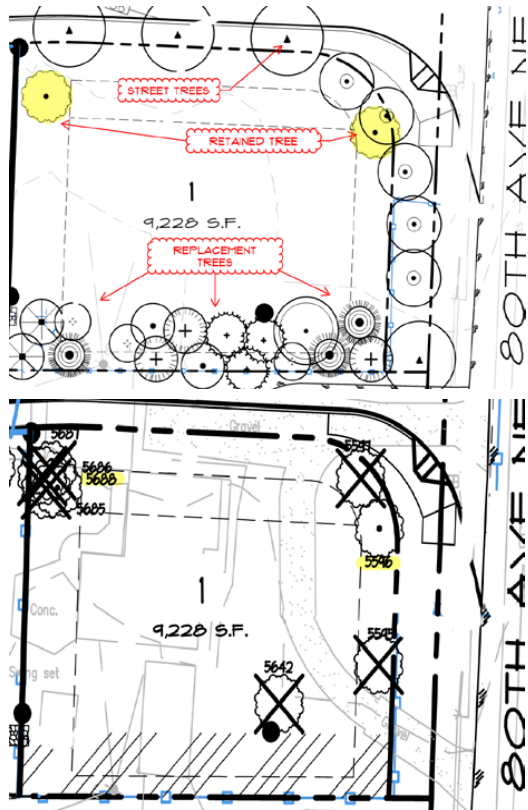


WEST CREEK VILLAGE TREE PLAN: *Subject to the 2004 tree code*

- **Tree Retention and Re-Planting Plan:** This image shows 2 retained trees, and 17 replacement trees. NOTE: Street trees (9) are a separate road standards requirement; street trees do not count towards the minimum tree density requirement.



WEST CREEK VILLAGE TREE PLAN: *How today's code would change this plan*



The current code would change this plan by requiring:

1. Arborist report
 1. Assess the health of existing trees;
 2. Windthrow analysis;
 3. Strong justification for removal of Trees # 5685 – 8687, 5595, & 5597
2. Increased tree density
3. Tree protection measures
4. Replacement trees require more space between plantings
5. 3-year Agreement and Financial Guarantee (i.e. bond)



QUESTIONS

KENMORE TREE REGULATIONS



WHEN SOCIAL MEDIA IMPLICATES THE PUBLIC RECORDS ACT



Social media (Facebook, Instagram, Flickr, GovDelivery, Pinterest, Snapchat, Tumblr, Twitter, WhatsApp, and blogs) provides City staff and City Council members with opportunities to connect directly with the community. However, it's important to know when a post becomes a public record that must be retained.

WHAT IS A PUBLIC RECORD?

RCW 42.56.010(3) defines a "public record" as:

1. Any writing;
2. Containing information relating to the conduct of government or the performance of any governmental or proprietary function;
3. Prepared, owned, used or retained by any state or local agency.

WHEN DOES A SOCIAL MEDIA POST BECOME A PUBLIC RECORD?

Social media posts regarding the City generally meet the first two elements of a "public record," as described above. Whether or not a post is a "public record" depends on whether it was "prepared, owned, used or retained" by the City. This preparation, ownership, use or retention occurs when a City staff person or City Council member makes the post within his or her official capacity, meaning that the post is (1) required by the job, (2) directed by the City, or (3) furthers the City's interest.

- *Does it matter whether the post is made on an official or personal social media page?*

No. In *West v. City of Puyallup*, the Court of Appeals ruled that a city council member's personal Facebook page could create public records if posts made thereon were created within the council member's official capacity. However, the posts in that case contained only general city information and were not public records.

- *Does it matter whether a post is made on an official or personal device?*

No. In *Nissen v. Pierce County*, the Supreme Court ruled that text messages concerning county business on the county prosecutor's personal cell phone could qualify as public records.

- *Does it matter whether the city official uses a personal or official email account?*

No. In *West v. Vermillion*, the Court of Appeals ruled that a city council member's emails from his personal email account associated with a personal website could qualify as public records.

HOW SHOULD I SEARCH PERSONAL RECORDS IN RESPONSE TO A RECORDS REQUEST?

1. Search your personal files, devices, and accounts for records that are responsive to the request.
2. Produce any responsive records.
3. Submit an affidavit with facts sufficient to show that you made a good faith search of your personal accounts and that you have provided all responsive records.