



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
City Council Special & Regular Meeting Agenda
Monday, May 8, 2017, 6:15 p.m.
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. 6:15 p.m. - CALL SPECIAL MEETING TO ORDER

II. RECESS TO EXECUTIVE SESSION
(Confidential Session of the Council)

A. Discussion of Potential Litigation per RCW 42.30.110 (1)(I)

III. RECONVENE BACK TO REGULAR SESSION

IV. 7:00 p.m. - CALL REGULAR MEETING TO ORDER

V. ROLL CALL

VI. FLAG SALUTE

VII. AGENDA APPROVAL

VIII. PROCLAMATION

A. Evelyn and Harvey LaBorn, 75th Wedding Anniversary on May 22, 2017
[Proclamation](#)

B. Kenmore Safe Boating and Paddling Week - May 20-26, 2017
[Proclamation](#)

IX. PRESENTATION

A. Complete Streets Award - Kris Overleese, Public Works Director and Brett Schock, Traffic Engineer
[Agenda Item](#)

- B. Kenmore Waterfront Activity Center Report -
Paul Flynn, President
Debra Srebnik, Boardmember
Sheri Baker, Boardmember
Matt Lacey, Executive Director, George Pocock Rowing Foundation
Dr. Michelle Reid, Superintendent, Northshore School District
Lance Gatter, Athletic Director, Inglemoor High School
[Agenda Item](#)
- C. Communities United for Reliable Energy (CURE)
[Agenda Item](#)

X. 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.

XI. CONSENT AGENDA

- A. Cancel May 15, 2017 Regular Council Meeting
- B. City Council Meeting Minutes of April 4, 2017 and April 10, 2017
[4-4-17 Minutes](#)
[4-10-17 Minutes](#)
- C. The Following Checks and Electronic Payments are Approved for Payment:
Total Check Numbers 36688 through 36783 in the Amount of \$497,891.02.
Total Payroll Electronic Deposits Dated 04/14/2017 in the Amount of \$78,564.00.
[Check Vouchers](#)
- D. Receive and File March 2017 Financial Report for the City of Kenmore, Washington
[Financial Report](#)
- E. Resolution 17-296 Providing for the Disposition of Certain Surplus Property - Rob Karlinsey, City Manager
[Agenda Item](#)
- F. Authorize the City Manager to Execute the Contract 17-C1684 with Anchor QEA for On-Call Environmental Technical Services
[Agenda Item](#)

XII. BUSINESS AGENDA

- A. Authorize the City Manager to Execute Contract No. 17-C1689, Animal Services Interlocal Agreement 2018-2022 with King County - Leslie Harris, Community Relations Manager and Norm Alberg, Director, Records and Licensing Services Division, King County

[Agenda Item](#)

- B. Authorize the City Manager to Execute Marketing Agreement Contract 17-C1680 with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America and Provide Direction on Use of \$.50 Royalty Payments - Rob Karlinsey, City Manager

[Agenda Item](#)

- C. Land Use Streamlining Project - Debbie Bent, Community Development Director

[Agenda Item](#)

[Attachment 1](#)

[Attachment 2](#)

[Attachment 3](#)

[Attachment 4](#)

- D. Resolution 17-295 Regarding the Public Agency and Utility Exception (PAUE) to the City's Critical Area Regulations - Debbie Bent, Community Development Director

[Agenda Item](#)

XIII. STAFF REPORT

- A. Affordable Housing Week
- B. Mary's Place at Former Sheriff Precinct Building

XIV. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XV. ADJOURNMENT

Upcoming Meetings:

May 15, 2017 - Council Meeting Canceled
May 15, 2017 - Affordable Housing Panel at 7:00 p.m.
May 22, 2017 - Regular Council Meeting
June 12, 2017 - Regular Council Meeting

City of Kenmore, Washington Proclamation

WHEREAS, it was Thanksgiving Day 1940, when a teenage boy jumped off the train in Kalispell, Montana. He was moving from town to town following the work and looking for adventure. It was the post-depression era and work was not always easy to find but if he wanted to eat, he had to find a job; and

WHEREAS, it happened that there was an opening at the bowling alley for a pin setter. He had never bowled and had no idea what that was, but he knew he was a fast learner and that he could do it. Several of the pin setters were women and one attractive young lady caught his eye. It wasn't long before he was talking to her and making friends; and

WHEREAS, this was the beginning of Harvey LaBorn and Evelyn McPheeters long life together. On May 22, 1942, they were married; and

WHEREAS, it wasn't long before Evelyn was expecting their first child but World War II was in progress and Harvey was drafted into the Army. Evelyn went to stay with her parents and he went off to boot camp; and

WHEREAS, when the war was over, they bought a little house in Kenmore in 1946 for approximately \$3,500 with nearly five acres and their house payment was about \$35 per month. Soon their second child was born and then a third, a fourth and finally a fifth; and

WHEREAS, their children remember Mom and Dad always being involved in the kids interests, taking the kids camping, traveling and being active in PTA, Boy Scouts, among many others; and

WHEREAS, soon the 50's turned into the 60's and 70's and one by one each of the children graduated high school, got married and started families. Their first grandchild was born in the spring of 1967; and

WHEREAS, Evelyn and Harvey lived in Alaska for a while but kept the family home in Kenmore and several family members took care of the house until they returned; and

WHEREAS, in the mid 80's, Harvey retired and they moved back home to Kenmore; and

WHEREAS, Evelyn and Harvey celebrated another milestone with their 50th anniversary in 1992 with a party at the American Legion Hall in Bothell. After both the 25th and 50th anniversary parties, they went on a second and third honeymoon to Victoria; and

WHEREAS, on May 22, 2017 Evelyn and Harvey LaBorn will celebrate their 75th Wedding Anniversary with 25 descendants, 23 still living, including 5 children, 11 grandchildren, 7 great grandchildren, and two great great-grandchildren. Harvey's favorite saying is "and life goes on"

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, Washington, on behalf of the City Council, am pleased to:

Wish long time Kenmore residents, Evelyn and Harvey LaBorn, a Happy 75th Wedding Anniversary on May 22, 2017

and may they celebrate many more anniversaries and birthdays with their friends and family.

IN WITNESS WHEREOF, signed this 8th day of May, 2017.

Signed: _____
David Baker, Mayor

Attested: _____
Kelly 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, Flotilla 21, located in 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 PROCLAIM MAY 20-26, 2017 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 8th day of May, 2017.



Signed: _____
David Baker, Mayor

Attested: _____
Kelly Chelin, City Clerk

Kenmore receives Complete Streets Award

In January 2017, the City was awarded the maximum Complete Streets program grant award of \$500,000 by the Washington State Transportation Improvement Board. The City was nominated by Washington State Department of Transportation and Washington State Department of Commerce for the award.

Kenmore is the smallest of only 6 cities in Washington to receive the maximum award, recognizing the City's commitment to a Complete Streets ethic, considering all modes of travel and focusing on multi-modal networks. Kenmore's completed and planned projects to improve multi-modal transportation and Target Zero initiative were a factor in the City's selection for the maximum grant amount.

The award funds will be used for the required City match on the NE 202nd Street sidewalks grant-funded project. To view the award announcement, visit <http://tiny.cc/CompleteStreetsAward>.

Kenmore Waterfront Activities Center 2016 Annual Report to the City of Kenmore



Squire's Landing Park – guest paddlers

Overview

Northshore Canoe and Kayak Club, dba Kenmore Waterfront Activities Center (KWAC), is a publicly-oriented civic organization seeking to promote and support watersport paddling activities in the City of Kenmore. KWAC consists of four primary programs: Kenmore Rowing Club, Standup Paddleboard ("SUP"), Kenmore Canoe and Kayak Team ("KCKT"), and Seattle Flying Dragon Boat Club- Kenmore.

2016 was a year of new activities, events and increased public awareness and participation for KWAC. Board members and various club members participated in two Squires Landing Park Cleanups, the building additional Public Boat Storage racks (with particular thanks to Doug Ritchie and Sheri Baker), and many hours several Board and club members spent working in support of *Yes On Walkways and Waterways*.

While challenges to the programs remain, KWAC continues to be vibrant, active, and attract interest from local citizens of all walks of life.

Kenmore Rowing Club

In 2016, the Kenmore Rowing Club (KRC) was launched! In its inaugural year, KRC offered two summer youth Learn-to-Row camps (one weekend and one week-long), and an adult twice-weekly rowing program from May through September. KRC had 20 youth participants and 22 adult members. Three youth were provided scholarships to participate. The programs operated at the riverfront 'beach' at Rhododendron Park. KRC's two training 'straight 4s' were donated by the Pocock Rowing Foundation and were stored under the Sammamish River bridge. The City of Kenmore provided use of a mobile-mini to store the oars. KRC's programs were solely run by volunteers - with nearly 500 volunteer hours invested during the 2016 season. (More details about the 2016 season can be found below)



KRC is looking forward to exciting developments for the 2017 season. The KRC adult program plans to begin rowing in April. This year, KRC will begin moving away from a completely volunteer-based program - by hiring a 'head' coach for both its adult program and the youth learn-to-row camps. The job announcement has been posted to relevant sites and clubs and we hope to hire soon.

A major development occurred this past fall when Northshore School District (NSD) approached the City of Kenmore (with KRC and the Pocock Rowing Foundation) to partner in starting a high school-based crew program. To date, NSD has identified a school (Inglemoor) to start the program, with the vision to extend the program to all NSD high schools over the next five years. NSD has also committed to purchasing shells, hiring a coach, and building a short-term boat storage enclosure. KRC and the City are working together on the permitting to have the enclosure - and launch point - sited at the west edge of Log Boom Park. The Pocock Rowing Foundation has set aside shells and a safety launch boat for the program. NSD has agreed to allow KRC to share use of the shells - which will be a huge boon to our program!

In addition to the NSD partnership, KRC has entered into a partnership with the Northshore YMCA to provide one of our two summer youth Learn-to-Row camps. KRC will hire the coach, while the YMCA will provide participant recruitment, payment, and management functions. Through advertising the camp in its materials, this partnership will bring increased visibility of Kenmore WAC activities to a broader community.

Membership Data

Number of Participants and members	
Youth	20
Adult	22

Volunteer Hours (approximate)	
Purchasing materials, building and setting up boat racks	25
Launch boat maintenance	30
Administration	40
Coach training and safety courses (8x4)	32
First youth camp (5x15)	75
Second youth camp (3X12)	36
Adult rowing coach volunteers (2X2X64)	256
Total Volunteer Hours	494

Classes, Programs and enrollment

Youth: KRC offered two youth Learn-to-Row summer camps with 10 youth enrolled in each - one camp was 5 weekdays and the other was one weekend. Offered youth who 'graduated' from the camp to participate for free in the adult rowing program. Two youth did so.

Adult: KRC offered adult rowing twice/weekly in the evening. 22 adult members enrolled/joined - and an additional 6 adults tried it once or twice and did not join.

Additionally, Kenmore Rowing Club offered discounted memberships and classes for two low income families, covering three youths in total.

Seattle Flying Dragon Boat Club – Kenmore

2016 saw growth not only in membership but in dedication and commitment of the members of SFDBC-Kenmore to help KWAC and its clubs get to the next level of community awareness and involvement. Several members volunteered time to be a part of the Kenmore Playday as well as the Kenmore Waterfront Fair. SFDB-Kenmore Member (and KWAC Treasurer) Sheri Baker organized, marketed and executed the inaugural Redmond to Kenmore Long Distance Race with the assistance of some wonderful volunteer help from members of the SFDBC-Kenmore.



Membership Data

SFDBC-Kenmore had a slight drop in membership from 2015 (48 members) to 2016 (44 members). Participation remains high, as does the number of guests and volunteer hours.

Hours on the Water and Volunteering Hours

SFDBC-Kenmore records hours spent on the water (by members and guests), as well as hours spent volunteering and helping the club or KWAC.

Month	Members Hours on Water	Guests Hours on Water	Volunteering Hours
January	44	1	30.5
February	39	5	33
March	61	9	53.5
April	111	19	70.5
May	100	21	75
June	121	12	65
July	118	21	74
August	117	23	92
September	99	16	74.5
October	96	5	64.5
November	72	7	60
December	20	0	27
Totals	998	139	719.5

Kenmore Canoe and Kayak Team

The paddlers and coaches of the Kenmore Canoe and Kayak Team (KCKT) would like to thank the City of Kenmore for its continued efforts to support waterfront access and paddling opportunities.

Paddling Programs

In 2016, KCKT had two primary programs, offered six days a week:

Recreational – focused on fun, fitness and recreational side of kayak and canoe paddling.

Competitive – focused on racing techniques, fitness, and competition

The Competitive program provided opportunities for kids age 7 - 18 to participate in ten paddles sports competitions. The events ranged from informal races on Green Lake to the Pacific Cup Series final in Maple Ridge Canada. The Maple Ridge race alone was attended by over 150 competitors from the Pacific Northwest and Western Canada. The club participated in the following races, which include both short (sprint) and long-distance:

- The inaugural Redmond-to-Kenmore Race (May)
- Bellingham (June)
- Ted Houk – Greenlake (June)
- Duck Island Races on Greenlake (Fridays from June through August)
- Pacific Cup – Maple Ridge, Canada (September)
- Cascade Club Distance Race (October)
- Frostbite Regatta (November)



Pacific Cup Race, Maple Ridge, Canada

Additionally, several members of KWAC team formed the team *Squires of Kenmore* and participated in the annual Ski-to-Sea race in Bellingham in May, placing 7th in “open recreational” – an extremely strong showing for a first-time team. All but one of the eight *Squire* members were from Kenmore/Bothell.

In a change from 2015, the Competitive program allowed members to participate in competition to the extent they desired, rather than mandating a minimum number of races and weekly workouts. This approach appealed to a larger community of racers and recreational paddlers. Overall, the racing experience was fun, exciting, and essential part of building confidence for young paddlers.

Special Outreach

KCKT's youth team was comprised of 15 paddlers who all excelled in developing skills, but there is one young person in particular of whom the City should be made aware. Adam and his family moved from Phoenix to Kenmore in 2015, and in June of 2016 Adam began paddling as part of the KCKT scholarship program. Because Adam suffers from Anhidrosis syndrome and doesn't perspire, it is extremely difficult for him to control his body temperature. Growing up in Phoenix meant that Adam had never been able to participate in any recreational activity. Kayaking was literally the first sport Adam had ever tried. When on water it was easy for him to cool himself off if he started to overheat.

It was very rewarding to work with Adam and to be able to offer him and his family an activity they could otherwise not afford.



Volunteering

Our team members volunteered many hours to develop our paddling programs and also to help the City of Kenmore with its efforts to develop parks and access. We were actively involved in park cleanup efforts, the Waterfront Fair, and KCKT was instrumental in helping the Adopt-A-Stream Foundation move volunteers and equipment across Swamp Creek for stream restoration. In addition, KCKT volunteers have volunteered as part of the Aquatic Weeds Steering Committee, an effort by the City to address invasive weeds in the Sammamish River and Lake Washington.

Coming Changes

In January 2017, interim head coach Doug Ritchie resigned for personal reasons, both as Executive Vice President on the KWAC board, and as coach. This leads a major gap in the ability of KWAC to offer paddling to interested people. Christine Gutierrez Flynn, who throughout 2016 was an assistant coach, volunteered to continue coaching the existing young paddlers, but is unable to take on new paddlers.

To resolve this gap, the KWAC board has established a task-force to develop, plan and execute a strategy to identify the realistic goals for KCKT, and if appropriate, recruit a coach qualified to run and build the kayak and canoe paddling programs. This is a long-term strategy, and we do not anticipate this to be completed in 2017.

Membership Data

Program	Youth Participants	Adult Participants	Guests
Recreational	7	4	9
Competitive	8	4	

Month	Adult Members Hours Participating	Youth Members Hours Participating	Total Program Hours
January	112	-	112
February	96	-	96
March	94	118	212
April	94	226	320
May	92	188	280
June	72	162	234
July	112	236	348
August	72	124	186
September	96	206	302
October	98	140	238
November	96	102	168
December	88	40	128
Totals	1122	1542	2664

Scholarships

The program issued scholarships to two member paddlers, and two guests.

Stand Up Paddleboard

Stand up paddle board classes have added tremendous value to our members. The SUP program at Squires Landing focuses on Yoga; Yoga builds strength and increases balance, both of which are amplified when done on the board. This SUP program allows students to connect with nature by taking their practice outside, and provides a wide range of benefits including stress reduction and improved mood and self-esteem. There is nothing better than practicing under the radiance of the sun with the water beneath you and the breeze on your skin. Having this beautiful location on the Sammamish Slough in Kenmore to conduct classes also provides consistency and stability to our members.



Membership Data

Like the other paddle sports, SUP Yoga is a seasonal activity. Participation in 2016 was as follows:

Month	Participants
April	4
May	0
June	13
July	10
August	16

Financials

The simplified KWAC Treasurer financials reports are as follows:

Profit & Loss

Revenue	\$12,646.17
Expenses	\$10,695.99
Net Profit (Loss)	\$1,950.18

The Public Boat Storage Fund provided \$350.00 to fund scholarships for KCKT youth members.

Bank Balances

As of 12/31/2015	\$2,230.40
As of 12/31/2016	\$4,329.68

Board Members

President	Paul Flynn
Secretaries	Linda McGuire Toolie Estrada
Treasurer	Sheri Baker
Rowing Club Director	Debra Srebnik
Kayak and Canoe Team Director	Duncan Cox
Stand-Up Paddleboard Director	Steve Holmes
Dragonboat Club Director	Fong Ng
Member at Large	Jean Kallhoff
Member at Large	Pat Czekaj
Member at Large	Allison Anderson
Youth Advisor	Isabella Flynn
Youth Advisor	Nathan Mitchell

Respectfully submitted this 3rdth day of May, 2017,



Paul Flynn
President, KWAC



Start of the inaugural Redmond to Kenmore Long-Distance Race



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Communities United for Reliable Energy (CURE) Move to: Endorse CURE and its efforts to promote Energize Eastside	City Council Meeting Agenda of: May 8, 2017 Department: City Manager's Office <table border="0"> <tr> <td></td> <td style="text-align: right;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: right;"><u>RLK</u></td> </tr> </table> Exhibits/Attachments: 1. CURE informational flyer		<u>Initial & Date</u>	Approved by Department Head:	_____	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	<u>RLK</u>
	<u>Initial & Date</u>										
Approved by Department Head:	_____										
Approved by City Attorney:	_____										
Approved by Finance Director:	_____										
Approved by City Manager:	<u>RLK</u>										
<u>INFORMATION/BACKGROUND:</u> At the April 24, 2017 City Council meeting, representatives of Puget Sound Energy discussed the need for Energize Eastside, a proposed project to upgrade major electricity transmission lines to keep pace with growing demand in the east side of King County. If Energize Eastside does not move forward, east side cities such as Kenmore could experience rolling brownouts. An advocacy group known as Communities United for Reliable Energy (CURE) promotes Energize Eastside. A representative from CURE will present to the City Council and likely request that the City of Kenmore endorse CURE and its efforts.											



The Eastside Needs Reliable Power for a Bright Future



Communities United for Reliable Energy (CURE)

CURE is a grassroots coalition of residents, civic leaders, businesses, schools, human service agencies and healthcare providers. We know that for our region to continue to prosper, we must have electrical infrastructure that is built on time (to avoid rolling blackouts) using proven technologies, preferably on the existing utility corridor, to deliver dependable power to our community for the years to come.

We support Puget Sound Energy's Energize Eastside project.

Sign Up to Support CURE!

I'm signing up as a: ☐ Community Supporter ☐ Business Supporter ☐ Both

Name _____ Community of Residence _____

Business Name _____ Business Location _____

Number of Employees on the Eastside _____ Email address _____

Sign on to support CURE at <http://www.communitiesunitedforreliableenergy.org/add-your-voice.html>

CURE Steering Committee*

Patrick Bannon
*Bellevue Downtown
Association
Kirkland Resident*

Stacy Graven
*Meydenbauer Center
Clyde Hill Resident*

Bart Phillips
*One Redmond
Redmond Resident*

Brittany Barker
*The Fortin Group
Bellevue Resident*

Jim Hill
*Kemper Development
Bellevue Resident*

Susan Stead
*Parker Smith and Feek
Seattle Resident*

Sam Baxter
*Overlake Medical Center
Woodinville Resident*

David Hoffman
*Master Builders Association
Renton Resident*

Bob Wallace
*Civic Leader
Bellevue Resident*

Bill Biggs
*Kaiser Permanente
Woodinville Resident*

Ross Jacobson
*Civic Leader
Bellevue Resident*

Ray White
*Bellevue College
Bellevue Resident*

Bernie Dochnahl
*DENBE of Renton, LLC
Renton Resident*

Jim Long
*Urban Renaissance Group
Redmond Resident*

Rich White
*Boeing
Everett Resident*

Jennifer Fischer
*Bellevue LifeSpring
Bellevue Resident*

Tom Martin
*EvergreenHealth
Lake Forest Park Resident*

Tom Gilchrist
*SRO
Sammamish Resident*

Gloria Northcroft
*Civic Leader
Bellevue Resident*

* All Steering Committee members either work or live on the Eastside.

www.communitiesunitedforreliableenergy.org



Support from Businesses and Community Organizations *(to Date)*

Alpine One, LLC	Kaiser Permanente	Rowley Properties
Arthsystems	Kemper Development Company	Screaming Flea Creative Media
Bastyr University	KidsQuest Children's Museum	Seattle Children's
Bellevue Chamber of Commerce	King and Bunny's Appliances	Seattle King County REALTORS®
Bellevue College	King County Library System	Seattle Marriott Redmond
Bellevue Downtown Association	King County Sexual Assault Resource Center	Spring District
Bellevue LifeSpring	Kirkland Chamber of Commerce	SRM Development
Boeing	Lake Washington Institute of Technology	SRO
C2 Education	Langton Spieth, LLC	Sunset Square Shopping Center, LLC
Cascadia College	Life Enrichment Options	Symetra Life Insurance Company
Cater 4 You	Master Builders Association	Sweeney Conrad
CityFish Marketing, LLC	Meydenbauer Center	Tetra Tech
Concur	Minuteman Press of Redmond	Top Tier Training and Development
Cycle Bar	Nelson Legacy Group, LLC	University of Washington
DCI Engineers	One Redmond	University of Washington - Bothell
DENBE of Renton, LLC	Overlake Medical Center and Clinics	Urban Renaissance Group
Ditty Properties	PACCAR	Valley Medical Center
Etiquett For You	Radford & Co	Visit Bellevue Washington
EvergreenHealth	Rental Housing Association of Washington	Wine Diva Lifestyle
Evergreen Market - Renton Airport	Renton Chamber of Commerce	White Horse Promotional Products, LLC
Fortin Group	Renton Technical College	
GLY Construction	Republic Services	
Hal Woosley Properties, Inc.		
Hopelink		
HRKinection		
Issaquah Chamber of Commerce		



Residential Supporters (to Date)

James Alberson - Renton	Dorothy Graham - Redmond	King Parker - Renton
Jeff Anderson - Issaquah	David Hoffman - Renton	Bart Phillips - Redmond
Dan Angellar - Redmond	Stacy Graven - Clyde Hill	Shawna Pitts - Bothell
Meghan Altimore - Issaquah	Kevin Guieb - Maple Valley	Keri Pravitz - Bellevue
Heidi Archer - Redmond	Jim Hill - Bellevue	James Price - Newcastle
Cornell Atwater - Newcastle	Kiwi Ijionmah - Seattle	Malia Radford - Bellevue
Ron Bailey - Bellevue	Ross Jacobson - Bellevue	Kelly Richardson - Issaquah
Brittany Barker - Bellevue	Haley Jacobson - Bellevue	Skip Rowley - Sammamish
Shiv Batra - Mercer Island	Denise Jannusch - Lynnwood	Donna Russell - Renton
Vicky Baxter - Renton	JD Klein - Redmond	David Rule - Issaquah
Sam Baxter - Woodinville	Todd Langton - Sammamish	Lauren Sanchez - Newcastle
Putter Bert - Bellevue	Julie LaPrarie - Issaquah	Mark Schwartz - Renton
Bill Biggs - Woodinville	Jim Long - Redmond	Robert Shay - Bellevue
Nancy Bowman - Issaquah	Nicole Lukaris - Bellevue	Kelly Snyder - Bothell
Brian Brand - Kirkland	Sandi MacCalla - Redmond	Susan E. Stead - Seattle
Melany Brown - Seattle	John Madden - Redmond	Samantha St. John - Kirkland
Minerva Butler - Redmond	Andrew Magill - Bellevue	Diann Strom - Bellevue
Jeni Craswell - Redmond	Kari Magill - Bellevue	Gary Swofford - Redmond
Mark D'Amato - Bellevue	Thomas Markl - Seattle	Christopher Thomas - Kirkland
Bernie Dochnahl - Renton	Campbell Mathewson - Kirkland	Dave Tomson - Kirkland
Denny Dochnahl - Renton	Sue McLain - Issaquah	Frank Tonkin - Clyde Hill
Brett Durbin - Kirkland	Shona Milne - Woodinville	Heather Trescases - Bellevue
Gerry Eagle - Bothell	Mary Morrow - Bellevue	Kristi Tripple - Issaquah
Jennifer Fischer - Bellevue	Edward Muna - Renton	Pat Vache - Redmond
Syd France - Kirkland	Jens Nedrud - Woodinville	Raj Varma - Redmond
Alan Fulp - Mercer Island	Gloria Northcroft - Bellevue	Giles Velte - Newcastle
Holly Gao - Redmond	Fred Nystrom - Issaquah	John Viacava - Bothell
Rick Gaines - Issaquah	John Oftebro - Redmond	Bob Wallace - Bellevue
Tori Gaines - Issaquah	Morgan Olson - Kirkland	Paul Wiegand - Bellevue
Tom Gilchrist - Sammamish		T.J. Woosley - Bellevue

**City of Kenmore, Washington
City Council Special Meeting Minutes
April 4, 2017**

CALL MEETING TO ORDER – The Kenmore City Council special meeting was called to order by Mayor Baker at 7:00 p.m.

Councilmembers present: Mayor David Baker, Deputy Allan Mayor Van Ness, Councilmembers Brent Smith, Laurie Sperry, Milton Curtis, Nigel Herbig, and Stacey Denuski.

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Public Works Director; Debbie Bent, Community Development Director; Nancy Meehan, City Clerk Representative.

FLAG SALUTE

The Council led the flag salute.

AGENDA APPROVAL

The agenda was approved as written.

BUSINESS AGENDA

For The Love Of Kenmore Debrief – Peter Kageyama

Peter Kageyama gave the Council a debriefing of his visit to Kenmore.

Mr. Kageyama reported that on Monday morning he met with the Kenmore Business Alliance Group, and after that Mayor Baker took him on a tour of Kenmore. They went to Daddy's Donuts, where they met with the owners, who are a local couple who loves their city. They also went to St. Edward State Park, Swamp Creek and went to view the planters on Simonds and 84th Ave. NE.

Mr. Kageyama met with last year's Co-Creators at the Co-Creator's Lunch at noon, and the all-city For The Love Of Cities event was that evening from 6 – 9 p.m. There were approximately 60 citizens at the "For The Love" event. At that event, citizens were asked to identify "psychic centers" of their neighborhoods. Mr. Kageyama defines "psychic centers" as "identifying features" or something that identifies the neighborhood or area. He mentioned that the cement silo could be considered a "psychic center", even though it's ugly, because it's something that's very identifiable and is something the community is getting together to make more attractive.

Mr. Kageyama proposed having another Co-Creator meeting in a few months and asking our current Co-Creators to ask others they know who might also like to be a Co-Creator to come to the meeting.

On Tuesday morning, Assistant City Manager Ousley took Mr. Kageyama to Bastyr University to meet with Bastyr's President Dr. Mac Powell. They met with the former president, Dr. Church, when he was here two years ago, so it was interesting to him to see how things were going for them now.

The All-Staff Workshop with City staff was from 10:00 a.m. to about 1:00 p.m., ending with a working lunch. Then he met with local faith community leaders from 2:00 p.m. to 4:00 p.m. on Tuesday.

Mr. Kageyama indicated that he was impressed with how many “love notes” the City of Kenmore has put into place since his last visit. From the mural, to the “For The Love Of Kenmore” summer party, to the silo beautification project, to Kenmore’s mascot Hank Heron, and all the other love notes that are still in the works or being planned.

Further, he talked about how impressed he was with The Hangar building, and how he thought that would be the natural “psychic center” of the city. One idea he had for functions that could take place at The Hangar were board game events, since board games are becoming more popular again, and they require a more personal interaction. He mentioned that Janet Quinn might be able to get the board games at cost from Snapdoodle Toys. The board games could be housed in the lockers at The Hangar.

City Manager Karlinsey mentioned some of the ideas that came out of the All-Staff Workshop were creative and fun, including painting the planters on Simonds/84th Ave. to look like a train, painting the crosswalk on 181st by Safeway in a creative way, and painting in the intersection of 68th and 181st, for fun and for its traffic calming effect. He indicated that Stacey Adman has some ideas for the intersection at 68th/181st – possibly a huge dahlia.

Council was enthusiastic about all the ideas and had some of their own, including having a concert at the Lakepointe property in its current state, which was Councilmember Smith’s idea, or having the Lakepointe property be a viewing area for the July 4th fireworks show, which was Councilmember Sperry’s idea.

City Manager Karlinsey mentioned that Council should expect to get feedback from citizens regarding the cost of painting intersections. Since painting crosswalks has such a proven traffic calming effect, he proposed the possibility of putting crosswalk painting in the safety budget.

Several Councilmembers mentioned that they’ve heard from citizens who would like to see a dog park locally – possibly in the front area of City Hall, or on the currently grassy area north of the Hangar, or possibly at Twin Springs Park.

STAFF REPORT

City Manager Karlinsey mentioned that there will be trucks and equipment staged for drilling in the right-of-way on Juanita Drive in the next couple of weeks for soil testing for the Juanita Drive improvements.

City Manager Karlinsey also indicated that there are plans to have the planters on Simonds and 84th Ave. moved back slightly.

COUNCILMEMBER INITIATIVES

Sound Cities Association has indicated that they would like to have Peter Kageyama speak at an SCA event coming up during the last week of November.

Mayor Baker mentioned that he has been out to Swamp Creek Park several times and has met quite a few people there, many with dogs. They want the park to stay the way that it is, with not a lot of changes. But there were some people who mentioned it should be more wheelchair accessible.

ADJOURNMENT

Mayor Baker adjourned the meeting at 8:18 p.m.

David Baker, Mayor

ATTEST:

Nancy Meehan, City Clerk Representative

**City of Kenmore, Washington
City Council Regular Meeting Minutes
April 10, 2017**

CALL REGULAR MEETING TO ORDER — The Kenmore City Council regular meeting was called to order by Mayor Baker at 7:00 p.m.

Councilmembers present: Mayor David Baker, Deputy Mayor Allan Van Ness and Councilmembers Brent Smith, Laurie Sperry, Milton Curtis, Nigel Herbig and Stacey Denuski.

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Kris Overlesse, Public Works Director; Debbie Bent, Community Development Director; Bryan Hampson, Development Services Director; Rod Kaseguma, City Attorney; Lauri Anderson, Senior Planner and Kelly Chelin, City Clerk.

FLAG SALUTE

The Council led the flag salute.

AGENDA APPROVAL

The Council approved the agenda as written.

PRESENTATION

King County Metro's Alternative Services Staff

A volunteer in the City, Nancy Hansen, was also given a certificate of appreciation for being a volunteer resident working on this committee.

PROCLAMATION

Kids to Park Day - May 20, 2017

Mayor Baker read the proclamation.

CITIZEN COMMENTS

There were no comments from the public.

CONSENT AGENDA

Councilmember Sperry moved to approve the consent agenda as submitted, Councilmember Denuski seconded the motion. The motion passed 7-0.

The consent agenda included the following:

Adopt City Council Meeting Minutes of March 13, 2017

The Following Checks and Electronic Payments are Approved for Payment: Total Check Numbers 36502 through 36615 in the Amount of \$538,747.61. Total Payroll Electronic Deposits Dated 3/17/17 in the Amount of 78,793.81.

Receive and File Both January and February 2017 Financial Reports for the City of Kenmore, Washington

Resolution No. 17-293 Adopting Revised City of Kenmore Council Rules and Procedures and Repealing Resolution 14-238

BUSINESS AGENDA

King County Planning Policies - Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner

Senior Planner Anderson explained that Attachment 1 provides information regarding amendments adopted by the King County Council to the 2012 King County Countywide Planning Policies. Amendments include three technical adjustments to the Urban Growth Area boundary that involve right-of-way adjustments in the City of Covington and City of Enumclaw and one substantive amendment to contract the Urban Growth Area boundary from the City of Issaquah's Potential Annexation Area at East Cougar Mountain. Staff recommends that the Council take no action, which means that the City will be deemed to have ratified the amendments. If Council wishes to disapprove the amendments then legislative action is required by June 4, 2017.

The background is Washington State Growth Management Act requires counties to designate an urban growth area. All jurisdictions in King County have a role in accommodating growth, and the Countywide Planning Policies provide direction at the county and jurisdiction level to guide local comprehensive plans and regulations.

The Countywide Planning Policies are amended over time to reflect changing conditions. Policy development is done by the King County Growth Management Planning Council who make recommendations for amendments to the King County Council. A majority of the King County Council constitutes approval of amendments. Amendments must be ratified within 90 days of King County approval and require affirmation by cities and towns representing at least 70% of the county population and 30% of the jurisdictions. Ratification is either by an affirmative vote or no action within the ratification period.

Council and staff discussed the planning policies.

MOTION: Councilmember Curtis made a motion to do nothing, Mayor Baker seconded the motion.

The Council discussed whether a motion was necessary given that the Council consensus was to go with staff's recommendations to take no action.

Both Councilmember Curtis and Mayor Baker agreed to withdraw the motion.

STAFF REPORT

Acting City Manager Ousley reported that the next Council meeting is April 17 and a special Council meeting will be held on April 19, 2017. She thanked Mayor Baker and Councilmembers Herbig and Smith for attending the business open house. She relayed that City Manager Karlinsey will be back on Monday, April 17.

CITY COUNCILMEMBER REPORTS, COMMENTS & INITIATIVES

Mayor Baker stated that the police are working on a case where 5 boats were stolen from Squires Landing. He also stated that he would like to do a proclamation for Kenmore residents, Evelyn and Harvey LaBorn, to celebrate their 75th Wedding Anniversary.

ADJOURNMENT

Mayor Baker adjourned the meeting at 8:05 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

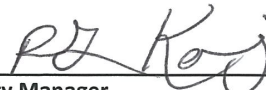
Voucher Certification and Approval

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

The following checks and electronic payments are approved for payment:

Total Check numbers: 36688 through 36783 \$ 497,891.02

Total Payroll electronic deposits dated: 04/14/2017 \$ 78,564.00

 City Manager	<u>4-21-17</u> Date
 Finance Director	<u>4/20/17</u> Date
 Accountant	

Check #	Vendor Name	Description	Check Amount
36688	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	12,666.18
36689	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	295.00
36690	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	3,185.33
36691	DRS 457	Deferred Comp Payroll Deduction	510.00
36692	BANK OF AMERICA 941	Payroll Taxes	16,835.14
36693	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	18,885.42
36694	STATE OF FLORIDA DISBURSEMENT UNIT	Employee Deduction	275.00
36695	NAVIA	Employee Flexible Spending Account Contributions	359.60
36696	AVIDIA HEALTH	Employee Health Savings	42.30
36697	DEPARTMENT OF LABOR AND INDUSTRIES	Volunteer Hours 1st Qtr 2017	9.16
36698	ACTION ENTERTAINMENT	Jr. High School Dance Entertainment/D.J.	500.00
36699	BASTYR UNIVERSITY	Annual Athletic Field Rent	50,000.00
36700	CITY OF BELLEVUE	Qtr 2 2017 ARCH Contributions	7,017.25
36701	CITY OF BELLEVUE	Qtr 1 2017 ARCH Contributions	7,017.25
36702	CITY OF BELLEVUE	My Building Permit Qtr 1 Dues	4,075.25
36703	CITY OF LAKE FOREST PARK	March Public Works Crew & Equipment	74,429.65
36704	FERGUSON ENTERPRISES INC #1539	Water Trailer Parts	13.75
36705	JET CITY PRINTING	NTPP Survey Postcards	51.43
36706	JET CITY PRINTING	Kenmore City Logo Envelopes	380.60
36707	KING COUNTY FINANCE	March Dump Fees	24.25
36708	KING COUNTY FINANCE	Feb. Adult/Juvenile Community Work Program Charges	997.50
36709	KING COUNTY TREASURY	Property Taxes for 41 Parcels	14,168.01
36710	NORTHSHORE FIRE DEPT	March Fire Marshal Plan Review	100.00
36711	NORTHSHORE UTILITY DIST	1/31-3/31 Water/Sewer/Irrigation Charges	2,774.86
36712	NORTHSHORE UTILITY DIST	March Vehicle Fuel & Maintenance	2,839.95
36713	NORTHSHORE UTILITY DIST	Connection Fee/Moorland Park Water Meters & Sewer	25,575.00
36714	NORTHSHORE UTILITY DIST	Rhod. Park Water/Sewer Availability Certificates	160.00
36715	HONEY BUCKET	3/25-4/21 Squire's Landing Rental	218.35
36716	OFFICE DEPOT	Employee & Conference Room Chairs	4,237.32
36717	OFFICE DEPOT	Police Dept. USB Drives	65.68
36718	OFFICE TEAM	Temporary Reception Desk Coverage	83.83
36719	PACIFIC TOPSOILS	Vegetation Disposal	63.00
36720	PUGET SOUND ENERGY	Street Lighting/City Hall Electricity/Traffic Signals	12,434.84
36721	CEMEX	Asphalt for Pothole Repairs	279.44
36722	SEATTLE TIMES	Legal Notice	265.37

36723	STEWART MACNICHOLS HARMELL, INC.	March 2017 Public Defender Services	5,000.00
36724	BERK CONSULTING	11/26-12/30/16 Imagine Kenmore	86.86
36725	CITY WIDE FENCE COMPANY, INC	Fence Repair on 61st from Car Accident	1,209.98
36726	MACLEOD RECKORD	March 2017 Moorlands Park Professional Services	23,006.56
36727	VAN NESS, ALLAN	Mileage Reimbursement	31.57
36728	SNOHOMISH COUNTY	Vactor Waste Disposal	630.00
36729	BANNER BANK CS	Airfare/Rental Car/Teen Dance Supplies	900.64
36730	PACE ENGINEERS, INC.	Feb. 2017 On Call Services	11,646.27
36731	BUILDERS EXCHANGE OF WASHINGTON INC	March Online Publishing of Projects	84.25
36732	BANNER BANK DB	Advertising Charges	100.00
36733	QUALITY BUSINESS SYSTEMS INC.	March 1st & 2nd Floor Xerox Usage Charges	2,045.38
36734	GRAINGER	Pavement Marking Tape & Tow Strap	185.29
36735	A+ CONFERENCING	4/7/17 Conference Call	20.93
36736	BANNER BANK JGORDON	Park Signs/Incubator Svc Call/Tools	284.15
36737	ZUMAR	ROW Materials Planters/Crossing Flags	273.75
36738	COMCAST BUSINESS	Squire's Landing Security/Installation	168.95
36739	COMCAST BUSINESS	Apr. C.H./Incubator/Hangar Internet	1,793.86
36740	COMCAST BUSINESS	4/14-5/13 City Hall Cable	94.45
36741	GORDON THOMAS HONEYWELL	March Government Affairs Consulting Services	4,487.26
36742	ANDERSON, LAURI	Conference Per Diem 4/24-4/25	76.50
36743	TOWN CENTER HARDWARE	Public Works Supplies & Equipment	140.73
36744	HORIZON DISTRIBUTORS INC	SR522 ROW Irrigation Parts	22.33
36745	SARAH ROBERTS	March 2017 Prosecution Services	10,836.09
36746	FIRE PROTECTION, INC	City Hall Fire Alarm Monitoring	1,616.22
36747	FRONTIER	3/28-4/27 City Hall Phone Svc 425-489-8570	439.86
36748	FRONTIER	3/28-4/27 City Hall Phone Svc 425-481-5638	603.08
36749	LAW OFFICE OF JOHN RONGERUDE, PS	Conflict Defender Services	300.00
36750	WELLS FARGO FINANCIAL	3/21-4/20 2nd Floor Copier Lease	616.91
36751	BANNER BANK BH	Registration/Dues/Parking/Good	478.29
36752	NICK MINZGHOR	May 20th Police Dept. Tactical Shooting Training	1,500.00
36753	PERTEET INC.	Feb. 2017 On Call Services	18,964.83
36754	KAMINS CONSTRUCTION INC.	NE 181st South Sidewalk Construction	6,656.94
36755	VERIZON WIRELESS	3/27-4/26 Cell Phones/I-Pads/Data	526.81
36756	AABCO BARRICADE COMPANY INC.	Bridge Cleaning & Ped/Bike Message Boards	2,726.55
36757	KENMORE COMMERCIAL LLC	May Incubator Bldg. Lease Paym	3,213.25
36758	GOODSELL POWER EQUIPMENT #2 INC.	Pressure Washer Parts	55.82
36759	OSBORN CONSULTING INC.	Feb. 2017 Professional Svcs/Surface Water On-Call	14,161.00
36760	MOBILE MINI, INC.	3/31-4/27 Rhododendron Park Container Rental	459.07
36761	NORTHWEST LANDSCAPE SERVICES	April SR522 ROW Landscaping	1,753.09
36762	SCORE	March 2017 Jail Services	30,349.62
36763	MUMMA, RYAN	Reimbursement for Glasses	154.00
36764	STARDOM SERVICES, INC.	March 2017 Incubator Janitorial Service	510.00
36765	HERMANSON COMPANY, LLP	City Hall HVAC Preventative Maint. & Roof Leak Repair	3,050.70
36766	GALLATIN PUBLIC AFFAIRS	March Media Relations/Marketing	3,500.00
36767	STEWART TITLE COMPANY	ROW Title Charges 68th & Juanita Drive Parcels	2,299.50
36768	KPFF CONSULTING ENGINEERS	15-C1484 Feb. Transportation Services	10,468.18
36769	SITTS & HILL ENGINEERS, INC.	Squires Landing & Rhododendron Parks Consulting	3,011.86
36770	BANNER BANK RK	Memberships/Registration/Supplies	1,718.73
36771	GOOD TO GO	City Vehicle C-Max Toll Charge	2.75
36772	MUNIMANAGE, LLC	17-C1668 2/11-3/8 Lakepointe Project	3,625.00
36773	MUNIMANAGE, LLC	17-C1688 3/9-4/10 Lakepointe Project	7,755.00
36774	BAKER, BRIDGIT	Meeting Supply Reimbursement	112.60
36775	TYLER TECHNOLOGIES, INC.	Tyler Setup 2/13-2/23	8,350.99
36776	TYLER TECHNOLOGIES, INC.	Tyler Setup 2/27-3/9	11,408.39

36777	TYLER TECHNOLOGIES, INC.	Tyler Software 3rd Payment	8,262.60
36778	TYLER TECHNOLOGIES, INC.	Tyler Setup 3/22-3/24 Core Financials	250.00
36779	TYLER TECHNOLOGIES, INC.	3/28 Tyler Setup Core Financials	281.25
36780	QUALITY BUSINESS SYSTEMS	Photocopier Lease Payment	675.53
36781	AWCPD	2017 Membership/Deborah Bent	100.00
36782	THE GREENBUSCH GROUP, INC.	St Edward Fields Acoustical Consulting	2,304.91
36783	STANLEY PATRICK STRIPING COMPANY	NTPP Chicanes & Intersection Modification	21,666.18
4/14/2017	PAYROLL	Direct Deposit	78,564.00
			<u>\$ 576,455.02</u>

2017	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2017
	A V CAPTURE ALL		4,718.57
	A+ CONFERENCING		181.39
	AAA PRINTING		605.11
	ACF WEST INC		1,253.23
	AFLAC		1,441.47
	AGORA NW LLC		336.39
	ALCALDE & FAY		15,652.25
	ALPHAGRAPHS US718		239.95
	AM TEST, INC		225.00
	AMERICAN GENERAL LIFE GPO-400S		1,229.82
	AMERICAN PLANNING ASSOCIATION		1,065.00
	AMERICAN PUBLIC WORKS ASSOCIATION		1,295.00
	ARTS OF KENMORE		950.00
	ASSOCIATION OF WA CITIES		15,574.00
	AURORA RENTS		438.49
	AUTOMATED CONTROLS		1,543.95
	AVIDIA HEALTH		42.30
	AWC EMPLOYEE BENEFITS		146,569.59
	BAKER, DAVID		1,205.54
	BANK OF AMERICA 941		120,136.87
	BANNER BANK NO		467.89
	BANNER BANK BAKER		2,253.20
	BANNER BANK BH		211.10
	BANNER BANK CS		2,960.18
	BANNER BANK DB		275.00
	BANNER BANK JG		1,882.06
	BANNER BANK JGORDON		2,512.66
	BANNER BANK KENMORE		7,727.59
	BANNER BANK LD		3,240.00
	BANNER BANK NO		2,093.80
	BANNER BANK PS		617.09
	BANNER BANK RK		3,379.08
	BANNER BANK VAN NESS		731.20
	BASTYR UNIVERSITY		200.00
	BERGMANN, SEAN & LINETTE		9,500.00
	BEST HARBOUR DEVELOPMENT LLC		7,500.00
	BLACKBAUD		7,304.24
	BRAVO ENVIRONMENTAL SERVICE		32,349.86
	BRIEN, GAYLYNN		150.00
	BRUCE DEES & ASSOCIATES		236.51
	BUILDERS EXCHANGE OF WASHINGTON INC		365.35
	CALPORTLAND COMPANY		171.17
	CANYON VIEW ESTATES		7,561.70
	CAPITAL ONE COMMERCIAL/ COSTCO		177.76
	CASCADE PEST CONTROL		427.05
	CEMEX		655.59
	CITY OF BELLEVUE		8,131.00
	CITY OF LAKE FOREST PARK		261,779.44
	CITY OF SHORELINE		2,281.53
	CITYWORKS/ AZTECA SYSTEMS INC.		21,900.00
	CLARK & SONS EXCAVATING INC.		18,260.00
	CODE PUBLISHING COMPANY		3,562.89
	COLUMBIA RIDGE LANDFILL		2,063.26

From Voucher
list (Approval)
checks run
4/21/17

COMCAST	4,723.28
COMCAST BUSINESS	2,079.18
CONSOLIDATED PRESS	3,180.78
CONTOUR FENCE CO. INC.	3,087.90
CSAT, LLC	1,200.00
D.R. HORTON	11,885.43
DACO ENTERPRISES, LLC	2,500.00
DAILY JOURNAL OF COMMERCE	1,492.80
DAY WIRELESS SYSTEMS	76.44
DEPARTMENT OF LABOR AND INDUSTRIES	9,056.52
DEPARTMENT OF RETIREMENT SYSTEMS	134,237.04
DEPPA, DOUG	227.52
DEVRIES, DENIS	100.05
DIGITAL REPROGRAPHICS SERVICES INC.	144.32
DRS 457	2,960.00
EA ENGINEERING SCIENCE & TECHNOLOGY	28,390.01
EAST JORDAN IRON WORKS	17,405.02
EASTSIDE HOMES, INC.	106,645.57
ECO-COUNTER	9,580.00
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
ECOSS	1,941.26
EMPLOYMENT SECURITY DEPT	249.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	5,694.00
EVERGREEN SAFETY COUNCIL	299.00
FERGUSON ENTERPRISES INC #1539	3,466.47
FINANCIAL CONSULTING SOLUTIONS GROUP	18,844.79
FIRE PROTECTION, INC	246.42
FLEMINGS HOLIDAY LIGHTING LLC	3,241.27
FRONTIER	25,012.53
FRUHLING SAND & TOPSOIL	270.00
FUN RENTALS	710.66
GALLATIN PUBLIC AFFAIRS	7,000.00
GORDON THOMAS HONEYWELL	7,756.54
GORDON, JENNIFER	150.00
GOVDELIVERY, INC.	11,576.25
GRAINGER	314.55
GREATER BOTHELL CHAMBER OF COMMERCE	1,900.00
GROUP FOUR INC.	3,000.00
HANSEN, COREY	22,134.00
HDR ENGINEERING, INC	18,453.97
HERRERA ENVIRONMENTAL CONSULTANTS	13,130.55
HESTON VISUAL ARTS	465.38
HIGHWIRE	1,885.59
HOME DEPOT CREDIT SERVICES	113.88
HONEY BUCKET	655.05
HOPKINS, CRAIG	204.37
HORIZON DISTRIBUTORS INC	344.12
HSA BANK	42.30
ICMA RETIREMENT TRUST 457 - 304745	22,295.79
INC4INC, INC.	7,500.00
INDEPENDENT STATIONERS	148.96
INSLEE, BEST, DOEZIE & RYDER, P.S.	81,062.68
INTEGRA TELECOM	1,799.53
iWORQ SYSTEMS	2,800.00

JAYMARC - AV	46,455.78
JET CITY IMPROV	600.00
JET CITY PRINTING	533.82
JOYCE ZIKER PARKINSON	150.00
JSH PROPERTIES, INC.	420.12
KAMINS CONSTRUCTION INC.	34,828.50
KENMORE COMMERCIAL LLC	9,639.75
KENMORE HERITAGE SOCIETY	585.00
KING COUNTY ANIMAL SVCS	648.00
KING COUNTY FINANCE	145,126.17
KING COUNTY FINANCE W.L.R.D.	569.64
KING COUNTY FLEET ADMIN	464.31
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY RADIO COMM SERVICES	298.94
KING COUNTY RECORDER'S OFFICE	240.00
KING COUNTY SHERIFF	19,520.47
KING COUNTY TREASURY	11,183.52
KOMPAN, INC	2,169.20
KONICA MINOLTA BUSINESS SOLUTIONS	1,017.73
KPFF CONSULTING ENGINEERS	18,158.88
KUSTOM SIGNALS, INC.	492.26
LANDSCAPE FORMS, INC.	503.70
LANGUAGE LINE SERVICES, INC.	282.67
LAW OFFICE OF JOHN RONGERUDE, PS	300.00
LENTZ, FLORENCE K.	6,150.00
LIGHTHOUSE CONSULTING INC	12,075.61
LINCOLN NATIONAL LIFE INSURANCE	2,805.16
MAACO	383.25
MACLEOD RECKORD	70,499.97
MAIL FINANCE	703.00
MARSHBANK CONSTRUCTION	203,904.37
MCCLURE AND SONS, INC.	95,511.90
METROPOLITAN TRANS. COMMISSION	1,500.00
MICRONET, INC.	151.12
MILLER STEPHENS, MARY	5,000.00
MR. T'S TROPHIES	121.33
MUNIMANAGE, LLC	6,500.00
NATIONAL LIFE OF VERMONT	369.51
NATIONWIDE FINANCIAL 401a	90,858.21
NATIONWIDE RETIREMENT SOLUTIONS 457	1,615.00
NAVIA	4,520.70
NAZARIYA, ANATOLI	536.07
NEOPOST USA INC.	182.87
NEW PIG	1,397.04
NICK MINZGHOR	850.00
NORTHSHORE FIRE DEPT	600.00
NORTHSHORE ROTARY CLUB	148.00
NORTHSHORE UTILITY DIST	14,392.74
NORTHWEST ARBORICULTURE LLC	5,269.07
NORTHWEST LANDSCAPE SERVICES	5,235.36
OFFICE DEPOT	2,184.80
OFFICE TEAM	574.80
OLBRECHTS & ASSOCIATES, PLLC	27,089.50
OLYMPIC ENVIRONMENTAL RESOURCES INC	6,108.30

OSBORN CONSULTING INC.	17,530.04
OWEN EQUIPMENT COMPANY	1,246.98
PACIFIC TOPSOILS	73.00
PAMPLIN MEDIA GROUP	190.00
PASSPORT TRAVEL AND TOURS	598.00
PAWS	360.00
PENDLETON, MICHAEL	3,745.50
PERSONAL BEST/ TOPHEALTH	117.74
PERTEET INC.	10,888.73
PETTY CASH CUSTODIAN	424.85
PHSI PURE HEALTH SOLUTIONS INC.	403.52
PHSI PURE WATER FINANCE	301.86
PLANTS NORTHWEST, INC.	3,269.30
PUGET SOUND CLEAN AIR AGENCY	17,756.00
PUGET SOUND ENERGY	40,504.13
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
PUGET SOUND REGIONAL COUNCIL	8,294.00
QUALITY BUSINESS SYSTEMS INC.	2,677.14
QUINN, JANET	74.68
RANDALL, BRIAN	411.40
REDFIELD PROPERTIES LLC	2,500.00
REPUBLIC SERVICES	1,985.59
RESOURCE EXPLORATION, LLC	8,000.00
RYCO EQUIPMENT, INC.	216.81
SARAH ROBERTS	21,672.18
SCORE	60,483.25
SEATTLE PHOTO BOOTHS	565.02
SEATTLE TIMES	1,543.16
SHI INTERNATIONAL CORP.	375.59
SHRED-IT USA LLC	237.43
SIMONDS COURT LLC	8.36
SITTS & HILL ENGINEERS, INC.	228.00
SKYWARD CONSTRUCTION	58,921.18
SNOHOMISH COUNTY	2,113.00
SOFTWAREONE, INC.	9,830.69
SOUND CITIES ASSOC	14,189.83
SOUND PUBLISHING, INC.	1,459.65
SPERRY, LAURIE	1,266.76
STAPLES ADVANTAGE	882.78
STARDOM SERVICES, INC.	1,020.00
STATE OF FLORIDA DISBURSEMENT UNIT	1,925.00
STATE OF WA DEPT. OF LICENSING	30.00
STATEWIDE RENT-A-FENCE INC.	3,791.76
STEWART MACNICHOLS HARMELL, INC.	15,000.00
STEWART TITLE COMPANY	37,849.77
SUMMIT TREE AND LAND, INC.	4,489.50
TELESYSTEMS WEST	175.20
TOP TO BOTTOM JANITORIAL, INC.	7,000.00
TOTAL LANDSCAPE CORP	17,953.38
TOWN CENTER HARDWARE	257.66
TRINITY CONTRACTORS, INC.	49,364.47
TUFF SHED, INC	1,872.83
TYLER TECHNOLOGIES, INC.	843.75
UFF DA LOGISTICS	283.59

UNITED STATES POSTMASTER	1,586.32
UNITED WAY OF KING COUNTY	1,764.00
UPS STORE	102.16
URBAN FORESTRY SERVICES, INC.	850.00
US POSTAL SERVICE (HASLER)	2,739.69
VAN NESS, ALLAN	81.51
VELLAT, MARC H.	32,050.00
VERIZON WIRELESS	1,583.38
VERSATILE MOBILE SYSTEMS	260.88
VERTICAL VISUAL SOLUTIONS INC.	12,658.20
W.S.S.O. Advanced Training	780.00
WA ASSOC OF BUILDING OFFICIALS	2,450.00
WA ASSOC OF CODE ENFORCEMENT	35.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	350.00
WA CITIES INSURANCE AUTHORITY	265,141.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA STATE DEPT OF LABOR & INDUSTRIES	141.60
WA STATE DEPT OF TRANSPORTATION	1,572.53
WAGE WORKS	288.00
WASHINGTON ENERGY SERVICES CO. LLC	28.00
WASHINGTON STATE DEPT OF REVENUE	4,877.35
WASHINGTON STATE PATROL	897.24
WELLS FARGO FINANCIAL	1,233.82
WETHERHOLT & ASSOCIATES, INC	4,850.00
WETLANDS & WOODLANDS INC	9,677.06
WINTERBOURNE LANDSCAPE	574.88
YOM: FULL SERVICE COURT REPORTING	9,055.00
ZONAR SYSTEMS	525.33
	<u>\$ 2,991,320.04</u>

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PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: April 14, 2017
RE: March 2017 Financial Reports for the City of Kenmore, Washington

March 2017 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
- Investment Schedule
- Cash and Investment Report
- 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

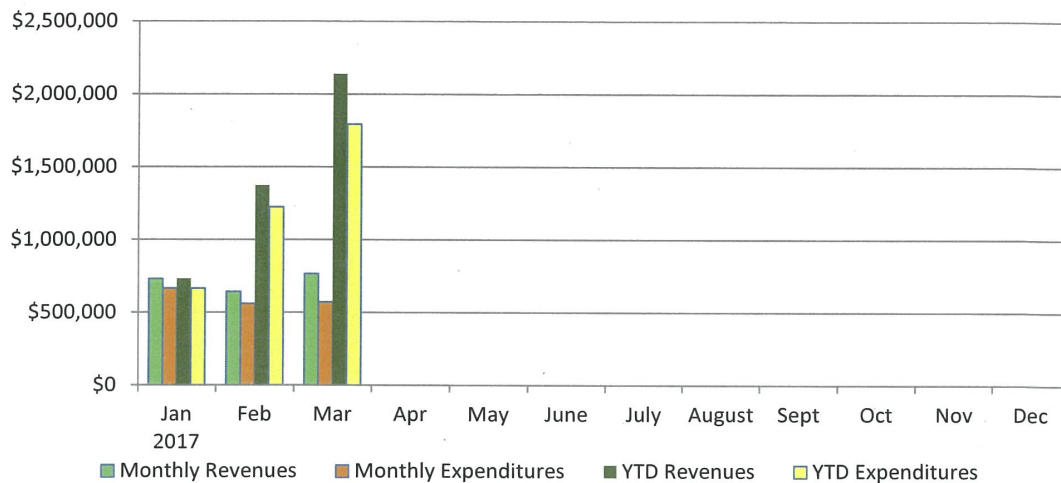
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

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, March is the third month (12%) of the 2017-2018 biennial budget period. For the month of March, revenues exceeded expenditures in the General Fund by \$194,340. During the biennium revenues exceed expenditures by \$343,274.

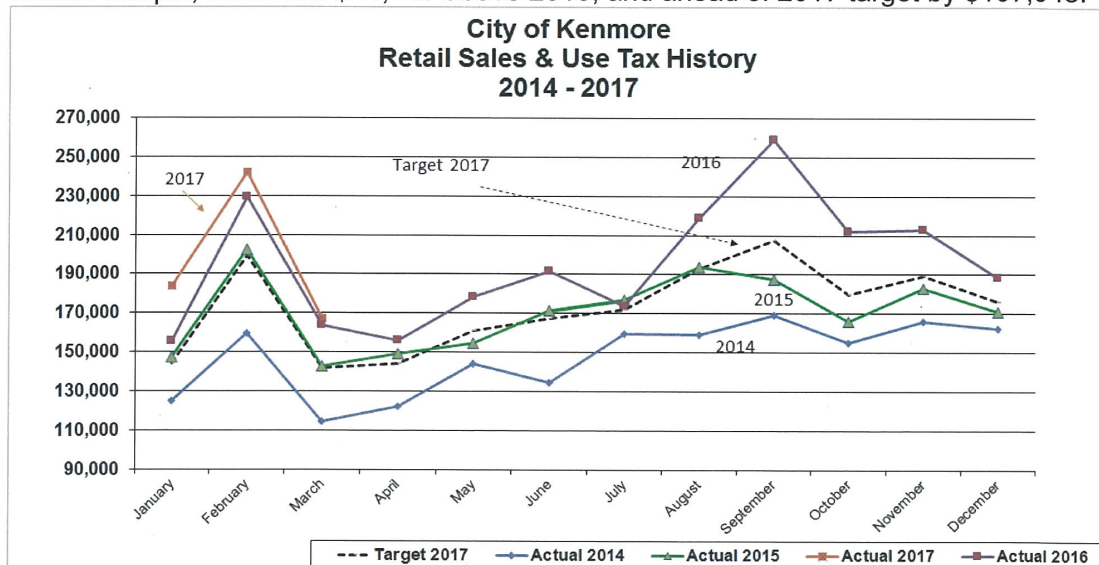
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through March 2017.

City of Kenmore, Washington
Monthly Financial Report
March 2017



Total **revenues** for the month were **\$765,133**. Biennium to date revenues are \$2,137,799, which is 9.1% of the budgeted revenues of \$23,533,174. Primary sources of revenue for the month included property taxes in the amount of \$163,661, development fees & permits in the amount of \$68,098, retail sales and use taxes in the amount of \$167,494, and utility taxes in the amount of \$135,223.

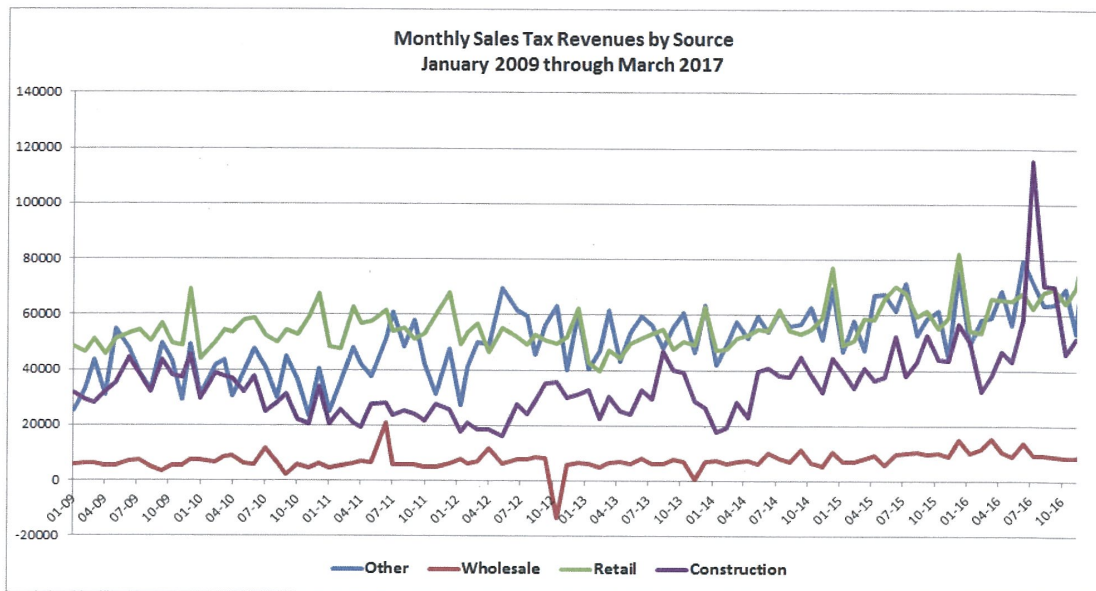
A summary of sales tax revenues received in March is attached. These receipts are based on January sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2017 line is a monthly average of actual receipts during 2014, 2015, and 2016. The orange line represents 2017 actual receipts, which are \$44,455 above 2016, and ahead of 2017 target by \$107,943.



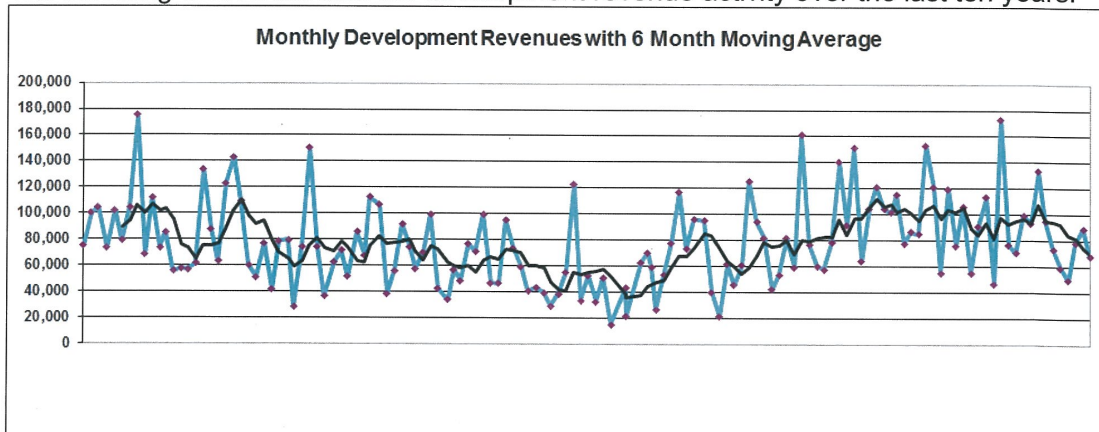
The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through March 2017.

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City of Kenmore, Washington
Monthly Financial Report
March 2017



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



March 2017 expenditures were **\$570,793**. Biennium to date expenditures are \$1,794,525, which is 7.7% of the biennial budget expenditures of \$23,366,621.

Total City cash (\$16,864,460) and long term investments (\$11,859,842), at the end of March, totaled \$28,724,302. Proposition 1 levy funds of \$9.8M are included in this cash balance. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2015-2016 biennial budget.

Total non-General Fund revenues were \$1,114,358 and total non-General Fund expenditures were \$541,069.

City of Kenmore, Washington
Monthly Financial Report
March 2017

In the **Street Fund** revenue from gas tax distributions was \$39,066. \$70,696 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund** expenditures were \$20,289 for SR 522 West A construction. The fund also had Sidewalk projects expenditures of \$37,716 during the month. The fund received \$565,579 in grants and utility reimbursements related to the SR 522 West A project. The fund also received \$14,223 in W. Sammamish Bridge Replacement reimbursements and \$42,864 in sidewalk grant reimbursements during the month.

The **Park Impact Fee** fund received \$10,260 in revenues during the month.

There was \$37,282 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$170,086 of real estate excise taxes (REET) in March from sales activity that occurred in February. 27 transactions were reported this month. The 2017 year to date revenue exceeds the 2016 revenue by \$137,847 and the 2017 Target by \$205,456.

The **Kenmore Village** Fund expended \$46,324 during the month for the Town Green project.

The **Walkways & Waterways Debt Service** Fund collected \$42,929 in property taxes related to the Prop 1 Bond.

The **Transportation Benefit District** Fund received \$23,562 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **March 31, 2017**. 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
March 31, 2017



	CURRENT PERIOD 2017-2018				PRIOR PERIOD 2015-2016			
	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	March 2017	2017-2018	BUDGET	2017-2018	March 2015	2015-2016	BUDGET	2015-2016
REVENUES								
Beginning Fund Balance		2,981,035		3,131,687				
Property Taxes	163,661	216,659	2.3%	9,408,704	158,315	216,020	2.4%	9,075,766
Sales and Use Taxes	213,259	745,832	13.9%	5,376,291	182,034	626,312	12.5%	5,000,532
Utility Taxes	135,223	411,873	15.2%	2,717,485	123,224	351,937	12.7%	2,763,390
Other Taxes	0	20,859	9.6%	218,113	0	13,441	11.9%	112,720
Development Fees & Permits	68,098	235,930	13.4%	1,764,518	86,747	280,112	13.0%	2,151,432
Franchise Fees	0	239,162	14.3%	1,668,476	0	215,597	13.3%	1,622,160
Intergovernmental and Grants	62,121	107,311	12.8%	841,615	52,826	80,262	11.3%	707,370
Investment Interest	3,768	7,286	14.0%	52,000	1,906	14,033	27.7%	50,700
Fines and Forfeitures	-458	-753	0.0%	0	-438	-877	n/a	0
Transfers and Other Revenues	119,462	153,641	10.3%	1,485,972	3,040	17,185	3.2%	541,200
Total Revenues	765,133	2,137,799	9.1%	23,533,174	607,654	1,814,022	8.2%	22,025,270
Total Revenues & Beginning Fund Balance		5,118,834		26,664,861	607,654			22,025,270

	CURRENT PERIOD 2017-2018				PRIOR PERIOD 2015-2016			
	MONTH	BIENNIUM TO DATE	% of	BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	March	2017-2018	BUDGET	2017-2018	March 2015	2015-2016	BUDGET	2015-2016
EXPENDITURES								
Cost Center								
City Council	13,305	71,061	21.6%	329,426	9,397	55,353	16.9%	328,435
City Manager	128,940	323,868	9.7%	3,328,297	99,576	255,138	7.9%	3,233,222
City Clerk	14,458	104,021	24.5%	425,368	10,833	35,272	12.7%	277,683
Finance	55,527	350,927	22.2%	1,578,850	35,161	291,704	19.6%	1,490,155
Legal	0	27,989	5.6%	500,000	9,771	11,466	1.6%	700,000
Interfund Transfers	0	0	0.0%	1,328,228	0	0	0.0%	3,552,671
Public Safety	68,185	123,579	1.4%	8,756,304	70,447	136,946	1.7%	8,160,115
Engineering & Environmental Services	68,039	179,003	12.7%	1,415,011	53,464	146,499	8.4%	1,743,950
Community Development	53,578	131,963	7.7%	1,715,510	33,680	94,305	11.4%	830,030
Developmental Services	90,292	296,791	14.3%	2,071,288	55,168	180,184	10.3%	1,755,050
Parks & Facility Maintenance	78,471	185,322	9.7%	1,918,339	59,144	172,433	8.5%	2,029,409
Total Expenditures	570,793	1,794,525	7.7%	23,366,621	436,641	1,379,298	5.7%	24,100,720
Ending Fund Balance		3,324,309		3,298,240			0.0%	-2,075,450
Total Expenditures and Ending Fund Balance		5,118,834		26,664,861				22,025,270

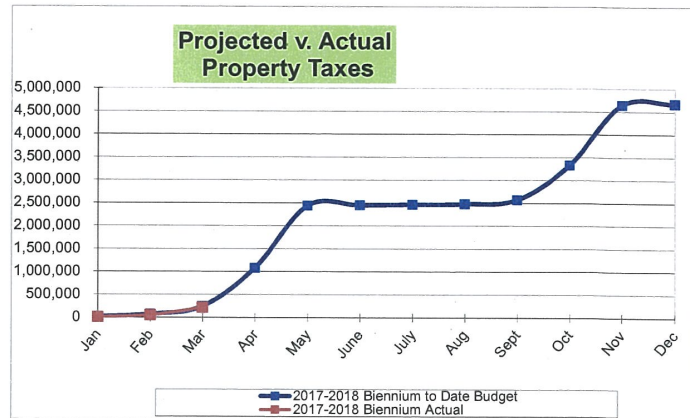
*Non-Departmental expenditures have been moved to other General Fund Cost Centers

**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2017**

PROPERTY TAXES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	14,999	7,159
Feb	72,766	52,998
Mar	244,307	216,659
Apr	1,080,675	
May	2,436,106	
June	2,449,155	
July	2,462,094	
Aug	2,475,845	
Sept	2,569,762	
Oct	3,327,586	
Nov	4,641,977	
Dec	4,668,509	

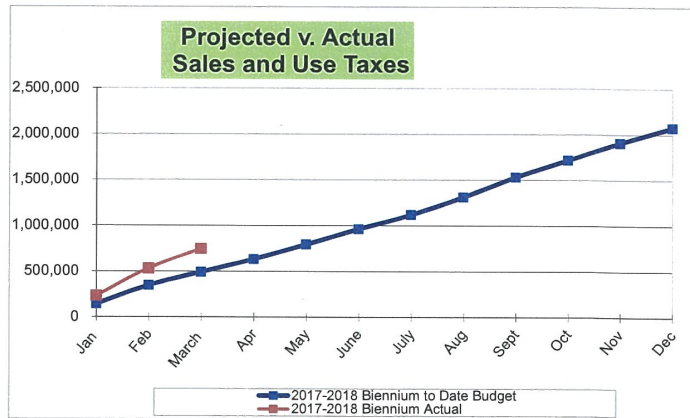
Year To Date
Actual v. Projected 89%



SALES, USE, CRIM JUSTICE TAXES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	141,908	230,735
Feb	346,302	532,573
March	491,775	745,832
Apr	632,210	
May	793,693	
June	961,915	
July	1,118,574	
Aug	1,312,542	
Sept	1,531,524	
Oct	1,718,407	
Nov	1,907,463	
Dec	2,075,374	

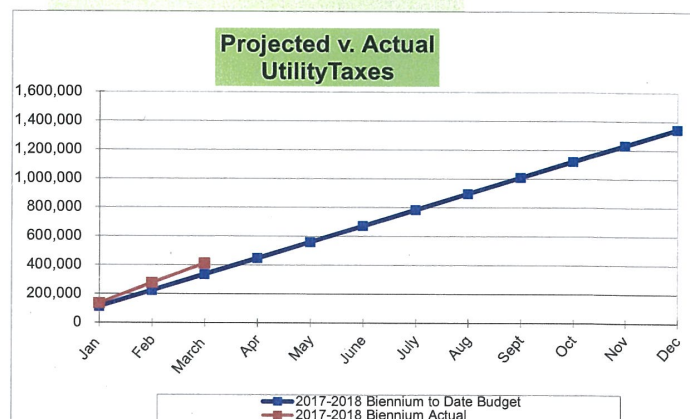
Year To Date
Actual v. Projected 152%



UTILITY TAXES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	112,108	135,701
Feb	224,215	276,651
March	336,323	411,873
Apr	448,430	
May	560,538	
June	672,645	
July	784,753	
Aug	896,860	
Sept	1,008,968	
Oct	1,121,075	
Nov	1,233,183	
Dec	1,345,290	

Year To Date
Actual v. Projected 122%

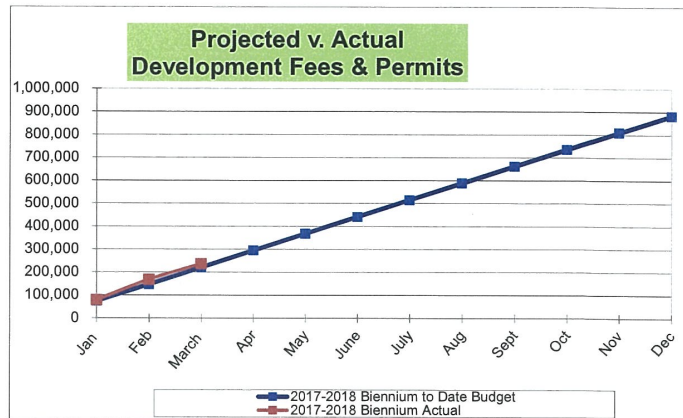


**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2017**

DEVELOPMENT FEES & PERMITS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	73,522	78,185
Feb	147,043	167,832
March	220,565	235,930
Apr	294,086	
May	367,608	
June	441,130	
July	514,651	
Aug	588,173	
Sept	661,694	
Oct	735,216	
Nov	808,737	
Dec	882,259	

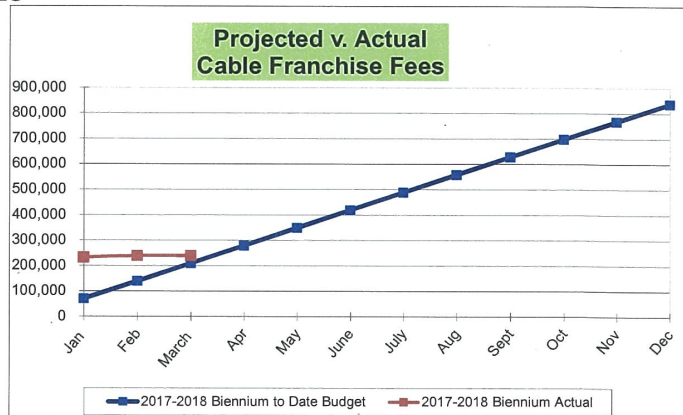
Year To Date
Actual v. Projected 107%



CABLE/WATER/SEWER FRANCHISE FEES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	69,791	232,484
Feb	139,582	239,162
March	209,374	239,162
Apr	279,165	
May	348,956	
June	418,747	
July	488,538	
Aug	558,329	
Sept	628,121	
Oct	697,912	
Nov	767,703	
Dec	837,494	

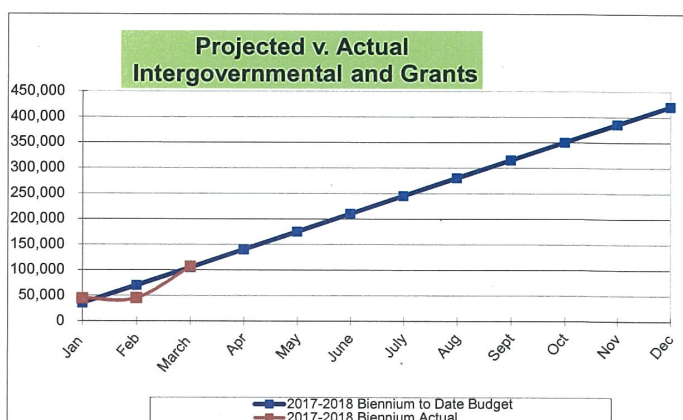
Year To Date
Actual v. Projected 114%



INTERGOVERNMENTAL & GRANTS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	35,067	44,456
Feb	70,135	45,189
March	105,202	107,311
Apr	140,269	
May	175,337	
June	210,404	
July	245,471	
Aug	280,539	
Sept	315,606	
Oct	350,673	
Nov	385,741	
Dec	420,808	

Year To Date
Actual v. Projected 102%

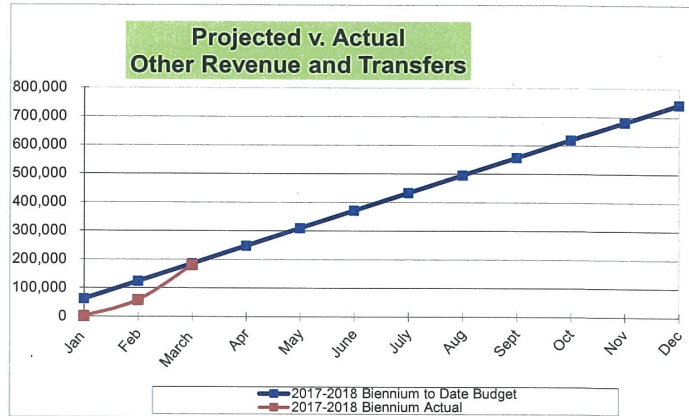


**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2017**

OTHER REVENUES AND TRANSFERS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	61,916	999
Feb	123,831	58,260
March	185,747	181,032
Apr	247,662	
May	309,578	
June	371,493	
July	433,409	
Aug	495,324	
Sept	557,240	
Oct	619,155	
Nov	681,071	
Dec	742,986	

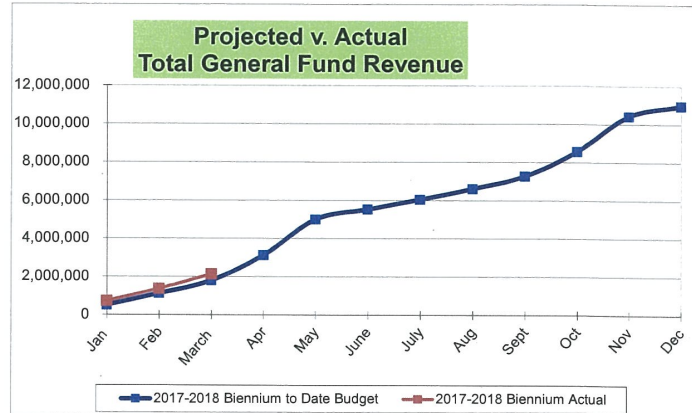
Year To Date
Actual v. Projected 97%



TOTAL GENERAL FUND REVENUE

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	509,311	729,719
Feb	1,123,874	1,372,665
March	1,793,292	2,137,799
Apr	3,122,498	
May	4,991,814	
June	5,525,489	
July	6,047,490	
Aug	6,607,612	
Sept	7,272,914	
Oct	8,570,024	
Nov	10,425,873	
Dec	10,972,720	

Year To Date
Actual v. Projected 119%

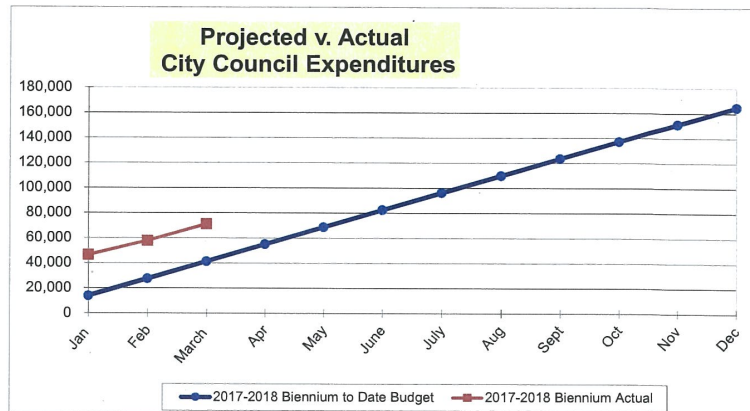


**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2017**

CITY COUNCIL

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	13,726	46,414
Feb	27,452	57,756
March	41,178	71,061
Apr	54,904	
May	68,630	
June	82,357	
July	96,083	
Aug	109,809	
Sept	123,535	
Oct	137,261	
Nov	150,987	
Dec	164,713	

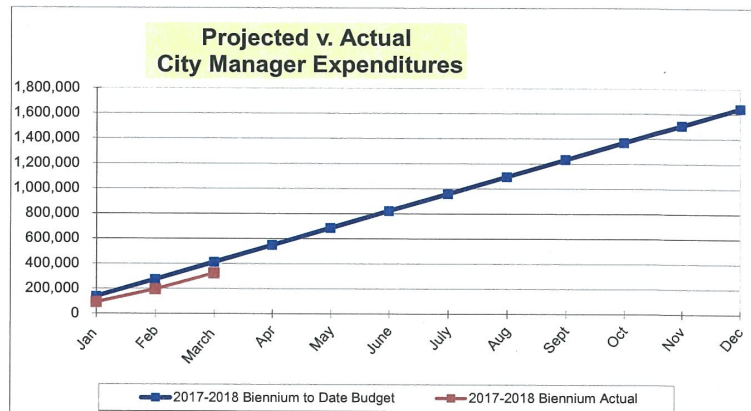
Year To Date
Actual v. Projected 173%



CITY MANAGER

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	136,941	90,835
Feb	273,882	194,928
March	410,822	323,868
Apr	547,763	
May	684,704	
June	821,645	
July	958,585	
Aug	1,095,526	
Sept	1,232,467	
Oct	1,369,408	
Nov	1,506,348	
Dec	1,643,289	

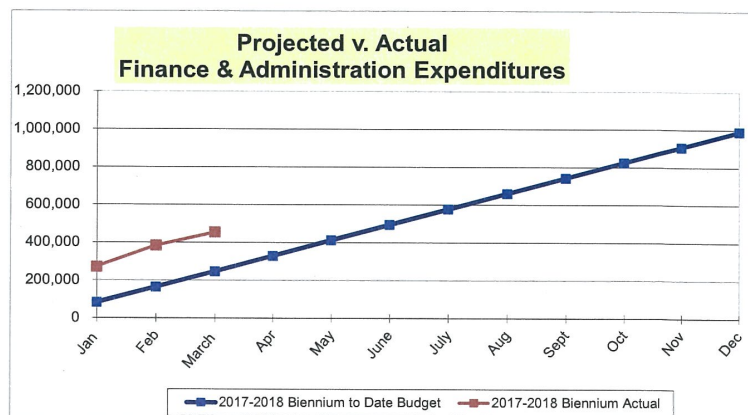
Year To Date
Actual v. Projected 79%



FINANCE & ADMINISTRATION

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	82,497	271,806
Feb	164,993	384,964
March	247,490	454,949
Apr	329,987	
May	412,483	
June	494,980	
July	577,477	
Aug	659,973	
Sept	742,470	
Oct	824,967	
Nov	907,463	
Dec	989,960	

Year To Date
Actual v. Projected 184%

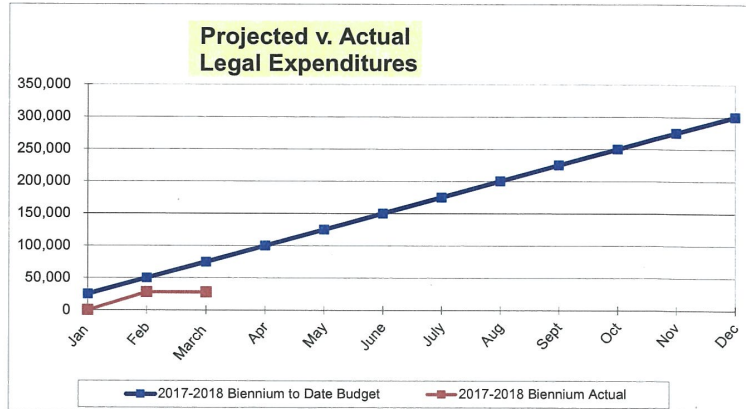


**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2017**

LEGAL

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	25,000	0
Feb	50,000	27,989
March	75,000	27,989
Apr	100,000	
May	125,000	
June	150,000	
July	175,000	
Aug	200,000	
Sept	225,000	
Oct	250,000	
Nov	275,000	
Dec	300,000	

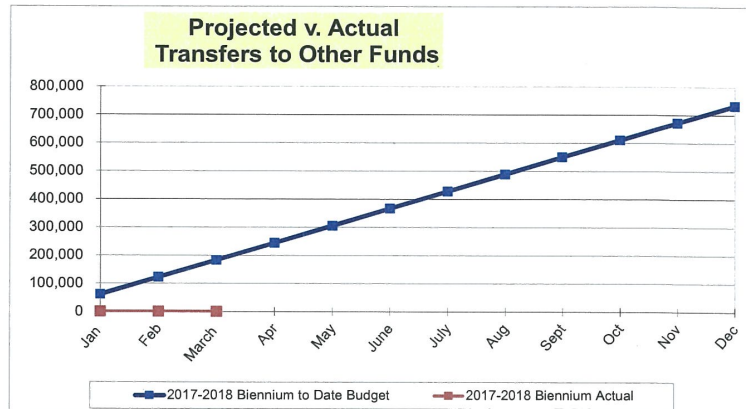
Year To Date
Actual v. Projected 37%



TRANSFERS TO OTHER FUNDS

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	61,096	0
Feb	122,192	0
March	183,288	0
Apr	244,384	
May	305,480	
June	366,576	
July	427,671	
Aug	488,767	
Sept	549,863	
Oct	610,959	
Nov	672,055	
Dec	733,151	

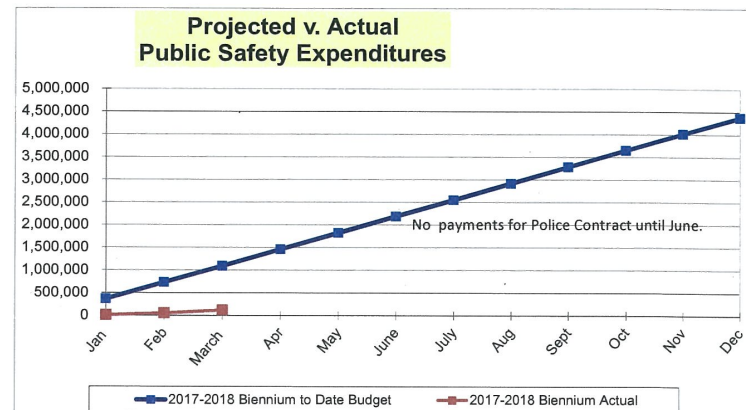
Year To Date
Actual v. Projected 0%



PUBLIC SAFETY

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	364,846	14,595
Feb	729,692	55,395
March	1,094,538	123,579
Apr	1,459,384	
May	1,824,230	
June	2,189,076	
July	2,553,922	
Aug	2,918,768	
Sept	3,283,614	
Oct	3,648,460	
Nov	4,013,306	
Dec	4,378,152	

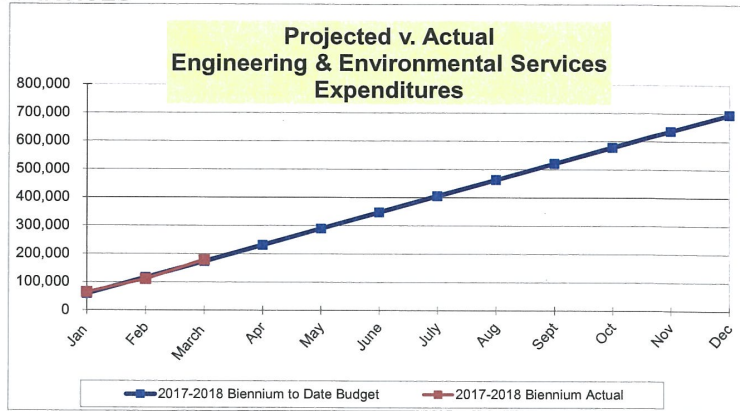
Year To Date
Actual v. Projected 11%



City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2017
ENGINEERING & ENVIRONMENTAL SERVICES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	57,834	63,600
Feb	115,668	110,964
March	173,503	179,003
Apr	231,337	
May	289,171	
June	347,005	
July	404,839	
Aug	462,673	
Sept	520,508	
Oct	578,342	
Nov	636,176	
Dec	694,010	

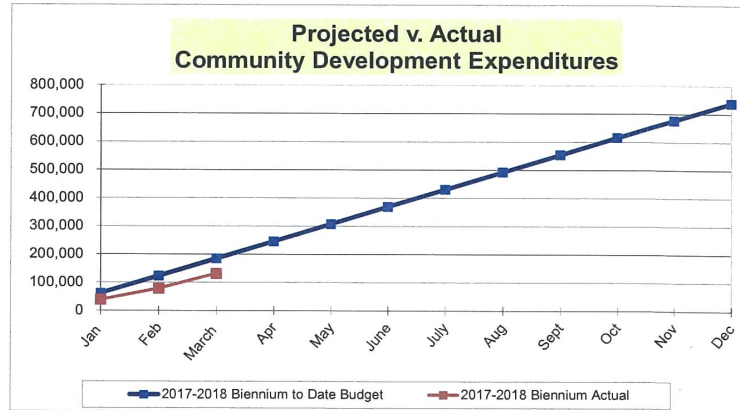
Year To Date
 Actual v. Projected 103%



COMMUNITY DEVELOPMENT

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	61,496	38,519
Feb	122,992	78,385
March	184,488	131,963
Apr	245,984	
May	307,480	
June	368,976	
July	430,471	
Aug	491,967	
Sept	553,463	
Oct	614,959	
Nov	676,455	
Dec	737,951	

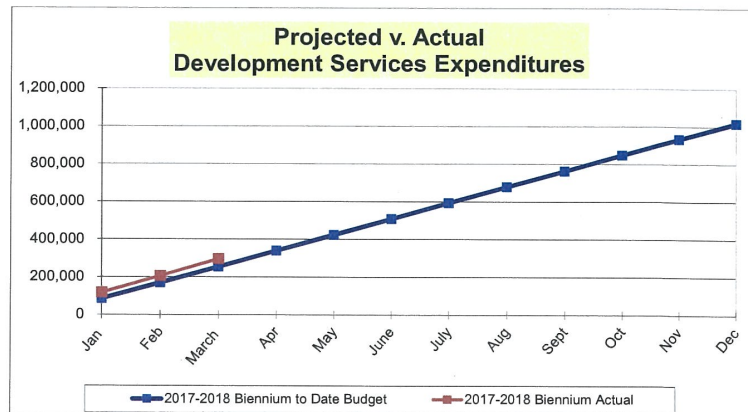
Year To Date
 Actual v. Projected 72%



DEVELOPMENT SERVICES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	84,805	117,098
Feb	169,611	206,499
March	254,416	296,791
Apr	339,221	
May	424,027	
June	508,832	
July	593,637	
Aug	678,443	
Sept	763,248	
Oct	848,053	
Nov	932,859	
Dec	1,017,664	

Year To Date
 Actual v. Projected 117%

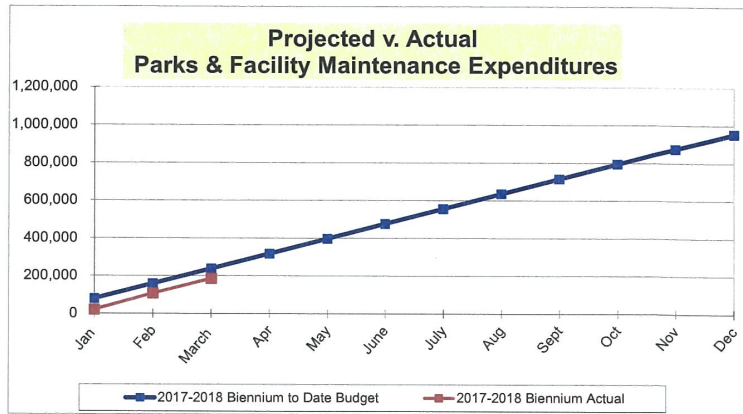


**City of Kenmore, Washington
General Fund Expenditure Graphs
March 31, 2017**

PARKS & FACILITY MAINTENANCE

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	79,476	21,351
Feb	158,951	106,851
March	238,427	185,322
Apr	317,902	
May	397,378	
June	476,853	
July	556,329	
Aug	635,804	
Sept	715,280	
Oct	794,755	
Nov	874,231	
Dec	953,706	

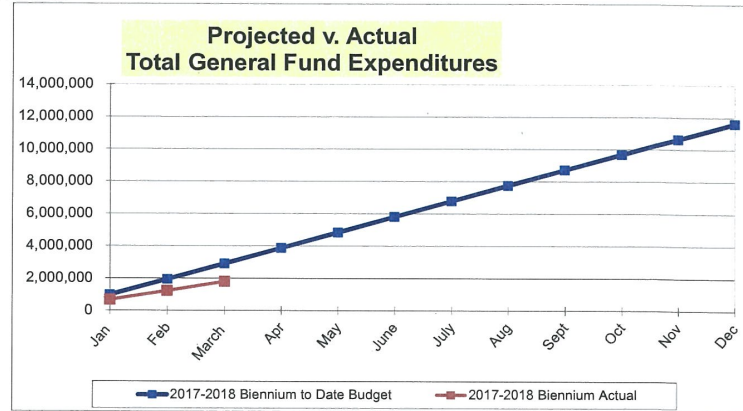
Year To Date
Actual v. Projected 78%



TOTAL GENERAL FUND EXPENDITURES

	2017-2018 Biennium to Date Budget	2017-2018 Biennium Actual
Jan	967,716	664,218
Feb	1,935,433	1,223,732
March	2,903,149	1,794,525
Apr	3,870,865	
May	4,838,582	
June	5,806,298	
July	6,774,014	
Aug	7,741,731	
Sept	8,709,447	
Oct	9,677,163	
Nov	10,644,880	
Dec	11,612,596	

Year To Date
Actual v. Projected 62%



**City of Kenmore, Washington
Street Fund Summary Report
March 31, 2017**



	MONTH <u>March 2017</u>	BIENNIUM TO DATE <u>2017-2018</u>	% of <u>BUDGET</u>	BUDGET <u>2017-2018</u>
<u>REVENUES</u>				
Beginning Fund Balance		790,989		861,602
Fuel Tax	39,066	110,995	11.4%	969,604
Investment Interest		0	-	6,000
Miscellaneous	756	2,650	-	1,500
ROW Permit Fees/Inspections	18,387	19,801	9.0%	220,000
Multimodal Transportation	3,735	3,735	8.1%	46,200
Transfer from General Fund		0	0.0%	1,000,000
Transfer from TBD		0	0.0%	669,000
Total Revenues	61,944	137,180	4.7%	2,912,304
Total Revenues & Beginning Fund Balance		928,169		3,773,906

		BIENNIUM TO DATE <u>2017-2018</u>	% of <u>BUDGET</u>	BUDGET <u>2017-2018</u>
<u>EXPENDITURES</u>				
Salary and Benefits	48,777	113,632	12.1%	938,209
Maintenance & Operations	70,696	187,601	9.7%	1,930,800
Capital		865	2.2%	40,000
Total Expenditures	119,472	302,097	10.4%	2,909,009
Ending Fund Balance		626,072		864,897
Total Expenditures and Ending Fund Balance		928,169		3,773,906

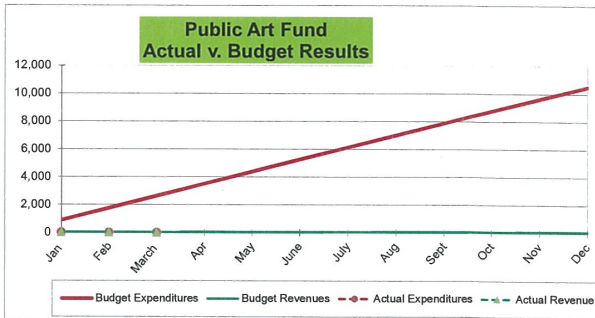
City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2017

PUBLIC ART FUND

	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	875	0	6	0
Feb	1,750	0	13	0
March	2,625	0	19	0
Apr	3,500		25	
May	4,375		31	
June	5,250		38	
July	6,125		44	
Aug	7,000		50	
Sept	7,875		56	
Oct	8,750		63	
Nov	9,625		69	
Dec	10,500		75	
2017-18	11,000		150	
Total Actual to Date vs Total Budget		0%		0%

This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

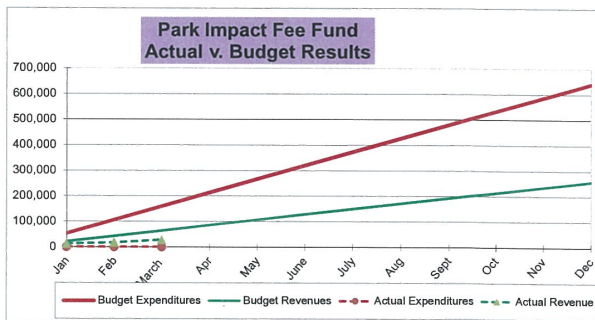
0



PARK IMPACT FEE FUND

	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	53,292	0	21,417	12,825
Feb	106,583	0	42,833	17,955
March	159,875	0	64,250	28,215
Apr	213,167		85,667	
May	266,458		107,083	
June	319,750		128,500	
July	373,042		149,917	
Aug	426,333		171,333	
Sept	479,625		192,750	
Oct	532,917		214,167	
Nov	586,208		235,583	
Dec	639,500		257,000	
2017-18	754,500		412,000	
Total Actual to Date vs Total Budget		0%		7%

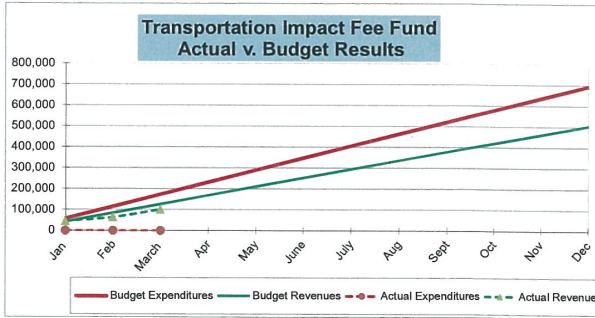
This fund accounts for City imposed park impact fees on new development. Expenditures are for public park acquisitions and improvements.



TRANSPORTATION IMPACT FEE FUND

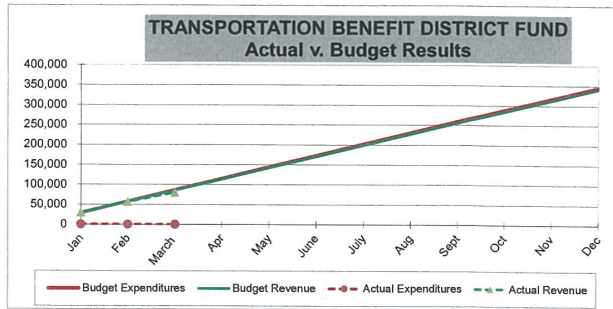
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	57,884	0	41,958	44,829
Feb	115,768	0	83,917	63,470
March	173,651	0	125,875	100,752
Apr	231,535		167,833	
May	289,419		209,792	
June	347,303		251,750	
July	405,186		293,708	
Aug	463,070		335,667	
Sept	520,954		377,625	
Oct	578,838		419,583	
Nov	636,721		461,542	
Dec	694,605		503,500	
2017-18	982,098		905,500	
Total Actual to Date vs Total Budget		0%		11%

This fund accounts for City imposed transportation impact fees on new development. Expenditures are for public transportation improvements.



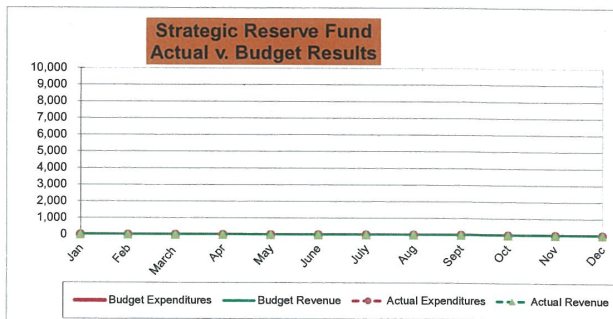
City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2017

TRANSPORTATION BENEFIT DISTRICT FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	28,750	0	28,367	29,680
Feb	57,500	0	56,733	56,430
March	86,250	0	85,100	79,992
Apr	115,000		113,467	
May	143,750		141,833	
June	172,500		170,200	
July	201,250		198,567	
Aug	230,000		226,933	
Sept	258,750		255,300	
Oct	287,500		283,667	
Nov	316,250		312,033	
Dec	345,000		340,400	
2017-18	669,000		680,800	
Total Actual to Date vs Total Budget		0%		12%



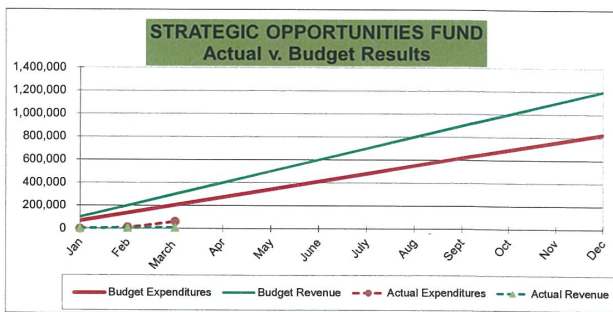
The Transportation Benefit District fund accounts for the \$20 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The revenue generated will be used in maintaining the City's transportation system.

STRATEGIC RESERVE FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec	0	0	0	0
2017-18	0	0	0	0
Total Actual to Date vs Total Budget		0%		0%



This fund was created to serve as the City's emergency reserve fund. Per State Statute, the fund cannot exceed \$.375 per \$1,000 of the City's assessed value and is fully funded at \$1,264,464 for 2011. No expenditures are anticipated or have been budgeted at this time.

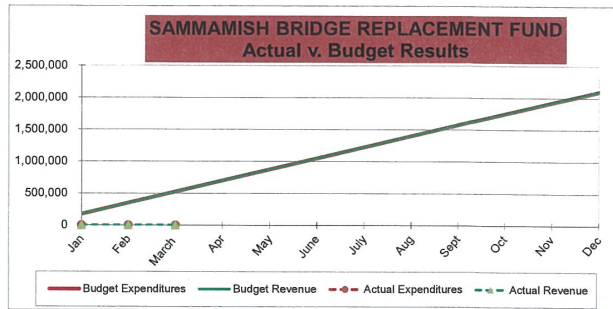
STRATEGIC OPPORTUNITIES FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	68,750	193	99,750	3,525
Feb	137,500	13,476	199,501	6,525
March	206,250	61,884	299,251	9,375
Apr	275,000		399,001	
May	343,750		498,751	
June	412,500		598,502	
July	481,250		698,252	
Aug	550,000		798,002	
Sept	618,750		897,752	
Oct	687,500		997,503	
Nov	756,250		1,097,253	
Dec	825,000		1,197,003	
2017-18	1,571,200		1,217,946	
Total Actual to Date vs Total Budget		4%		1%



The purpose of the Strategic Opportunities Fund is to have funds available for the City to make key investments or take advantage of strategic opportunities as they present themselves. For 2015-16, the Business Incubator expenditures are budgeted in this fund.

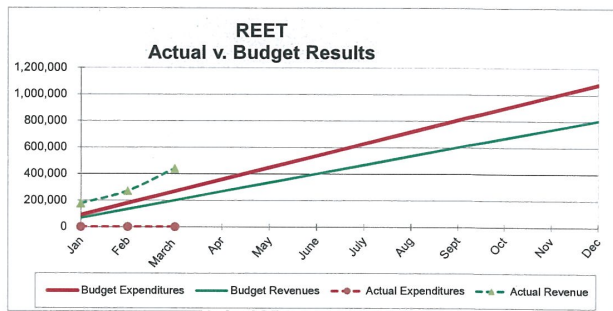
City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2017

SAMMAMISH BRIDGE REPLACEMENT FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	174,914	0	174,914	0
Feb	349,827	0	349,827	0
March	524,741	0	524,741	0
Apr	699,654		699,654	
May	874,568		874,568	
June	1,049,481		1,049,481	
July	1,224,395		1,224,395	
Aug	1,399,308		1,399,308	
Sept	1,574,222		1,574,222	
Oct	1,749,135		1,749,135	
Nov	1,924,049		1,924,049	
Dec	2,098,962		2,098,962	
2017-18	3,009,961		3,009,961	
Total Actual to Date vs Total Budget		0%		0%



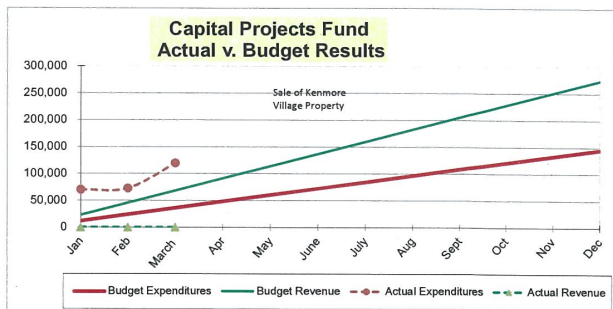
The Sammamish Bridge Replacement fund is a fund used to put money aside for the replacement of the West Sammamish bridge.

REAL ESTATE EXCISE TAX FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	89,596	0	66,833	176,657
Feb	179,193	0	133,667	270,792
March	268,789	0	200,500	440,878
Apr	358,385		267,333	
May	447,982		334,167	
June	537,578		401,000	
July	627,174		467,833	
Aug	716,771		534,667	
Sept	806,367		601,500	
Oct	895,963		668,333	
Nov	985,560		735,167	
Dec	1,075,156		802,000	
2017-18	2,184,895		1,403,000	
Total Actual to Date vs Total Budget		0%		31%



The Real Estate Excise Tax Fund accounts for the 1/2% real estate excise taxes levied by the City which are restricted to capital projects and improvements. Expenditures include transfers to the Park Capital Fund for park improvements and Transportation Capital Fund for transportation improvements.

KENMORE VILLAGE FUND				
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	12,096	70,105	22,779	0
Feb	24,192	72,838	45,559	0
March	36,288	119,626	68,338	0
Apr	48,384		91,117	
May	60,480		113,896	
June	72,576		136,676	
July	84,671		159,455	
Aug	96,767		182,234	
Sept	108,863		205,013	
Oct	120,959		227,793	
Nov	133,055		250,572	
Dec	145,151		273,351	
2017-18	292,228		424,628	
Total Actual to Date vs Total Budget		41%		0%

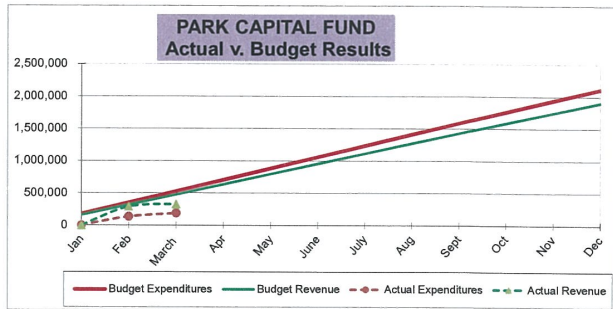


The Kenmore Village Fund accounts for leasing activity and property transactions within Kenmore Village

City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2017

PARK CAPITAL FUND

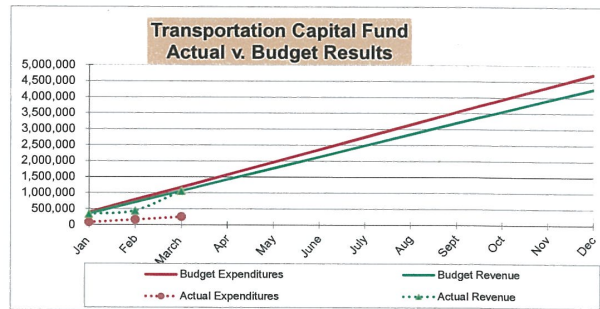
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	176,003	1,170	158,341	0
Feb	352,005	133,385	316,683	288,046
March	528,008	187,325	475,024	326,050
Apr	704,010		633,365	
May	880,013		791,706	
June	1,056,016		950,048	
July	1,232,018		1,108,389	
Aug	1,408,021		1,266,730	
Sept	1,584,023		1,425,071	
Oct	1,760,026		1,583,413	
Nov	1,936,028		1,741,754	
Dec	2,112,031		1,900,095	
2017-18	4,493,956		4,332,020	
Total Actual to Date vs Total Budget		4%		8%



The Park Capital fund will account for Park Capital Projects formerly included in the Municipal Capital fund. In addition, distributions from the King County Proposition 2 Parks Expansion Levy will be receipted into this fund

TRANSPORTATION CAPITAL FUND

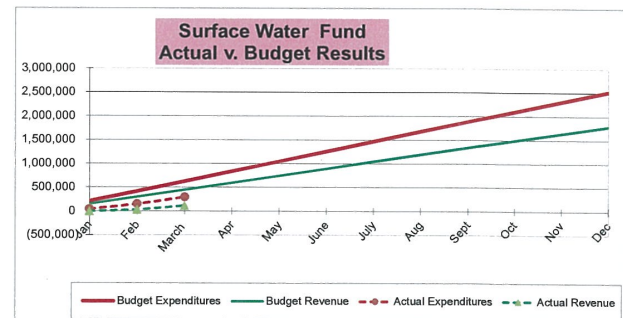
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	392,880	81,707	354,697	340,478
Feb	785,760	161,860	709,393	444,924
March	1,178,640	256,638	1,064,090	1,067,839
Apr	1,571,520		1,418,787	
May	1,964,400		1,773,483	
June	2,357,280		2,128,180	
July	2,750,160		2,482,877	
Aug	3,143,040		2,837,573	
Sept	3,535,920		3,192,270	
Oct	3,928,800		3,546,967	
Nov	4,321,680		3,901,663	
Dec	4,714,560		4,256,360	
2017-18	9,426,560		9,109,211	
Total Actual to Date vs Total Budget		3%		12%



The Transportation Capital Fund accounts for capital improvements to the City's streets and SR 522, funded by various grants plus City resources from real estate excise tax and transportation impact fees. All phases of improvements to SR 522 are now accounted for in this fund. There is a time lag between project expenditures and reimbursements from grants; this accounts for the lower revenues compared to the expenditures.

SURFACE WATER MANAGEMENT FUND

	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	209,955	44,444	148,867	(3,295)
Feb	419,909	151,830	297,733	30,960
March	629,864	300,057	446,600	113,869
Apr	839,819		595,467	
May	1,049,773		744,333	
June	1,259,728		893,200	
July	1,469,683		1,042,067	
Aug	1,679,637		1,190,933	
Sept	1,889,592		1,339,800	
Oct	2,099,547		1,488,667	
Nov	2,309,501		1,637,533	
Dec	2,519,456		1,786,400	
2017-18	4,729,487		3,543,400	
Total Actual to Date vs Total Budget		6%		3%

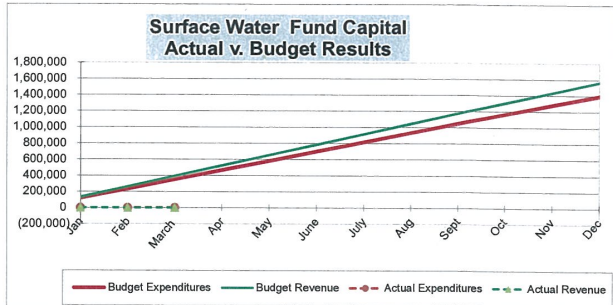


This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

City of Kenmore, Washington
Other Funds Monthly Activity
March 31, 2017

SURFACE WATER CAPITAL FUND

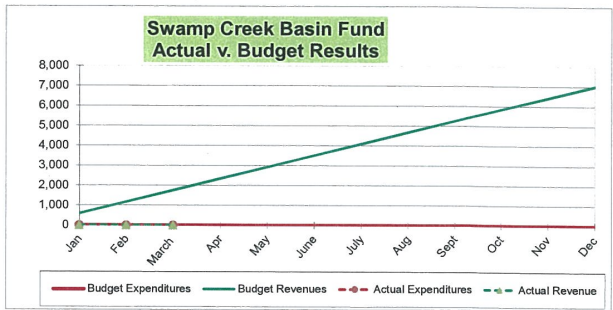
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	116,303	0	130,220	0
Feb	232,606	0	260,439	0
March	348,909	1,195	390,659	0
Apr	465,211		520,878	
May	581,514		651,098	
June	697,817		781,317	
July	814,120		911,537	
Aug	930,423		1,041,756	
Sept	1,046,726		1,171,976	
Oct	1,163,028		1,302,195	
Nov	1,279,331		1,432,415	
Dec	1,395,634		1,562,634	
2017-18	3,458,634		3,625,634	
Total Actual to Date vs Total Budget		0%		0%



This fund accounts for the expenditures for Surface Water Capital Improvements. Revenue sources for this fund include a variety of federal, state, or local grants, surface water management fees transferred from the Surface Water Management Fund and real estate excise taxes.

SWAMP CREEK BASIN FUND

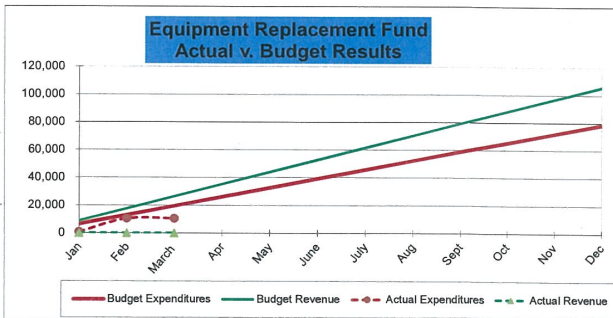
	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	0	0	583	0
Feb	0	0	1,167	0
March	0	0	1,750	0
Apr	0		2,333	
May	0		2,917	
June	0		3,500	
July	0		4,083	
Aug	0		4,667	
Sept	0		5,250	
Oct	0		5,833	
Nov	0		6,417	
Dec	0		7,000	
2017-18	0		14,000	
Total Actual to Date vs Total Budget		0%		0%



This fund accounts for the Memorandum of Agreement with King County which provided funds reserved for surface water projects, improvements, and maintenance within the Swamp Creek Basin.

EQUIPMENT REPLACEMENT FUND

	2017-2018 Budget Expenditures	2017-2018 Actual Expenditures	2017-2018 Budget Revenue	2017-2018 Actual Revenue
Jan	6,542	756	8,791	0
Feb	13,083	10,587	17,582	0
March	19,625	10,587	26,373	0
Apr	26,167		35,164	
May	32,708		43,955	
June	39,250		52,747	
July	45,792		61,538	
Aug	52,333		70,329	
Sept	58,875		79,120	
Oct	65,417		87,911	
Nov	71,958		96,702	
Dec	78,500		105,493	
2017-18	119,000		210,986	
Total Actual to Date vs Total Budget		9%		0%



This fund is used to maintain a reserve for future replacement of equipment, including, but not limited to furniture, computers and vehicles. Payments are received from various operating departments and funds that benefit from or use the assets.

City of Kenmore, Washington
Cash and Investment Report
March 31, 2017



<u>Fund</u>	Beg. Cash & Inv. from Prev. Mo.	Monthly Revenues	Monthly Expenditures	End. Cash & Inv. Current Month
General	\$3,288,220	\$765,133	\$570,793	3,482,560
Street	683,601	61,944	119,472	626,072
Transportation Capital	350,791	622,915	94,778	878,928
Public Art	67,608	0	0	67,608
Park Impact Fee	1,197,489	10,260	0	1,207,749
Transportation Impact Fee	1,211,815	37,282	0	1,249,097
Swamp Creek Basin	1,415,361	0	0	1,415,361
Transportation Benefit District	119,015	23,562	0	142,577
Sammamish Bridge Replacement	520	0	0	520
Walkways & Waterways Debt Service	11,393	42,929	0	54,321
Real Estate Excise Tax	2,768,868	170,086	0	2,938,954
Kenmore Village	402,398	0	46,788	355,610
Park Capital	414,233	38,003	53,940	398,296
Walkways & Waterways Bond	9,870,794	5,834	0	9,876,627
Surface Water Management	1,798,342	82,909	148,227	1,733,024
Surface Water Capital	-35,376	0	1,195	(36,571)
Strategic Reserve	1,273,849	0	0	1,273,849
Strategic Opportunities	2,165,733	2,850	48,408	2,120,175
Equipment Replacement	374,765	0	0	374,765
Trust & Agency	577,212	15,784	28,260	564,736
Totals	\$27,956,630	\$1,879,491	\$1,111,862	\$28,724,258

<u>Fund</u>	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	-\$2,792,235	\$6,274,843	3,482,609
Street	-223,927	850,000	626,073
Transportation Capital	878,928	0	878,928
Public Art	52,608	15,000	67,608
Park Impact Fee	277,749	930,000	1,207,749
Transportation Impact Fee	1,219,097	30,000	1,249,097
Swamp Creek Basin	15,361	1,400,000	1,415,361
Transportation Benefit District	142,577	0	142,577
Sammamish Bridge Replacement	520	0	520
Walkways & Waterways Debt Service	54,321	0	54,321
Real Estate Excise Tax	2,938,954	0	2,938,954
Kenmore Village	-94,390	450,000	355,610
Park Capital	398,296	0	398,296
Walkways & Waterways Bond	9,876,627	0	9,876,627
Surface Water Management	1,223,024	510,000	1,733,024
Surface Water Capital	-36,571	0	(36,571)
Strategic Reserve	423,849	850,000	1,273,849
Strategic Opportunities	2,120,172	0	2,120,172
Equipment Replacement	-75,235	450,000	374,765
Trust & Agency	464,735	100,000	564,735
Totals	\$16,864,461	\$11,859,843	\$28,724,304

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City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 April 2015 - March 2016

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	1,845.20	0.00	1,845.20	0.1%
OTHER	0.00	1,449.39	1,449.39	0.1%
CONSTRUCTION	516,289.22	13,832.64	530,121.86	25.2%
MANUFACTURING	45,227.33	223.85	45,451.18	2.2%
TRANSPORTATION & UTILITIES	12,335.30	7,808.01	20,143.30	1.0%
WHOLESALE	111,814.03	2,672.46	114,486.49	5.4%
RETAIL TRADE	739,799.33	3,547.26	743,346.59	35.4%
SERVICES	519,256.14	8,338.62	527,594.77	25.1%
INFORMATION	86,358.91	2,418.34	88,777.24	4.2%
PUBLIC SERVICES	235.50	28,999.54	29,235.04	1.4%
	<u>2,033,160.95</u>	<u>69,290.11</u>	<u>2,102,451.06</u>	<u>100.0%</u>

City of Kenmore, Washington
Investment Schedule
March 31, 2017



			Average Yield to Maturity-Securities				Overall Average Yield		0.77%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Possible Call Date	Principal or Balance	Yield Equivalents
Piper Jaffray									
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								894,731.88	10,137.31
Time Value Investments									
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
	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%	4/26/2016	998,326.00	13,477.40
Total TVI Purchases								6,965,110.92	88,682.91
Sound Community Bank CD's									
	18299229	CD	2/11/2016	2/14/2014	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	2/10/17	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
	11527322	CD	6/30/16	6/30/2015	0.45%	0.45%		1,000,000.00	4,500.00
Total Cascade Bank CD's								3,000,000.00	16,500.00
TOTAL ALL SECURITIES								\$ 11,859,842.80	\$ 123,320.23
Banner Checking and Savings						0.07% Banner		3,267,197.61	2,287.04
Opus Savings						0.70% Opus		2,011,693.23	14,081.85
Cash								1,005.00	-
LGIP - Primary Account						0.70% LGIP		1,776,369.83	12,447.02
LGIP - Bond Proceeds Account						0.70% LGIP		9,808,193.68	68,726.01
Total Accounts								\$ 28,724,302.15	220,862.15

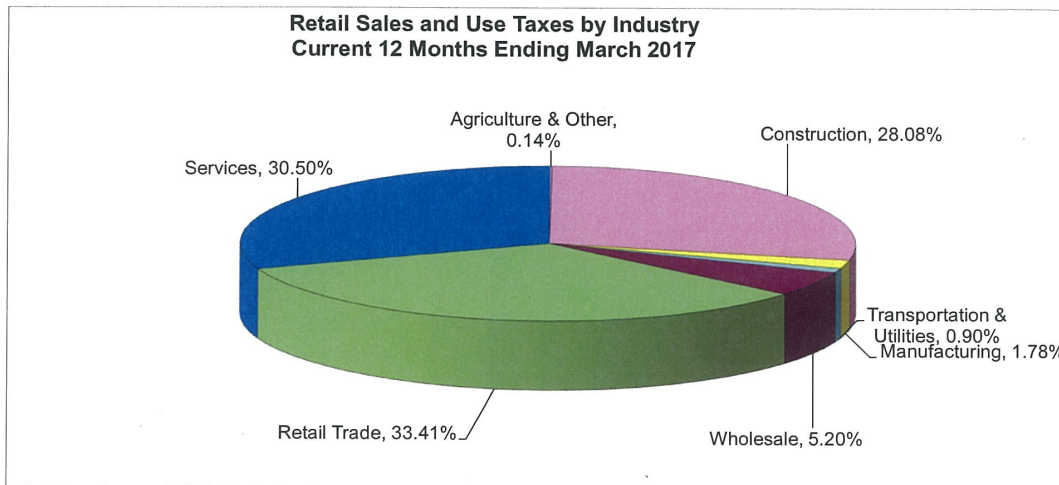
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 March 2017

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	5.48	0.00	5.48	0.0%
OTHER	831.54	0.00	831.54	0.5%
CONSTRUCTION	45,991.37	876.38	46,867.75	28.0%
MANUFACTURING	2,954.23	7.78	2,962.01	1.8%
TRANSPORTATION & UTILITIES	722.71	264.15	986.86	0.6%
WHOLESALE	7,801.51	94.15	7,895.66	4.7%
RETAIL TRADE	55,998.34	180.39	56,178.74	33.5%
SERVICES	37,081.19	863.67	37,944.86	22.7%
INFORMATION	10,314.14	43.08	10,357.22	6.2%
PUBLIC SERVICES	9.05	3,455.26	3,464.31	2.1%
	<u>161,709.56</u>	<u>5,784.87</u>	<u>167,494.43</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
March 31, 2017

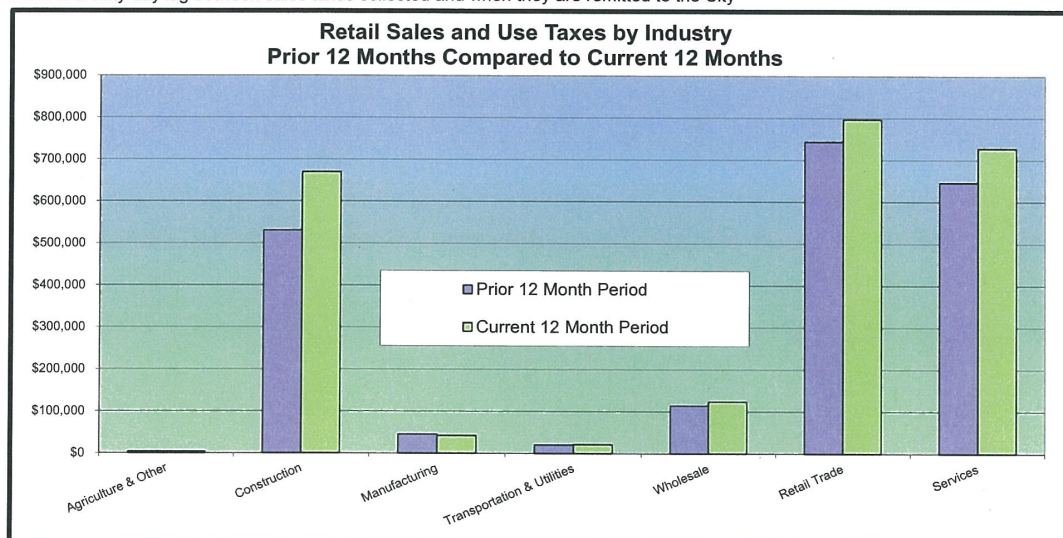


Industry	Prior 12 Months ending March 2016	Current 12 Months ending March 2017	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$3,295	\$3,369	2.26%	0.14%
Construction	530,122	669,480 *	26.29%	28.08%
Manufacturing (Printing, Publishing, Other Manuf.)	45,451	42,418	-6.67%	1.78%
Transp/Comm/Utilities (Telecomm., Air Transport.)	20,143	21,433	6.40%	0.90%
Wholesale (Lumber, Other Wholesale)	114,486	123,940	8.26%	5.20%
Retail Trade (Eating, Merchandise, Food Stores)	743,347	796,647	7.17%	33.41%
Services (Auction, Recreation, Auto Repair, Financial)	645,607	727,221	12.64%	30.50%
Totals	<u>\$2,102,451</u>	<u>\$2,384,509</u>	<u>13.42%</u>	100%
Increase/(Decrease)		<u>\$282,058</u>	<u>13.42%</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
March 31, 2017



Real Estate Excise Taxes (REET)
2012 - 2016 Monthly Receipts

	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Target 2017
January	72,106	74,259	122,819	176,657	89,728
February	54,038	61,070	70,146	94,134	61,751
March	30,426	111,337	110,066	170,086	83,943
April	45,118	104,280	133,161		94,186
May	102,257	112,927	129,599		114,928
June	88,070	156,338	167,575		137,328
July	116,858	173,095	177,426		155,793
August	92,932	166,651	165,397		141,660
September	91,812	147,668	136,176		125,219
October	272,842	129,678	150,786		184,435
November	85,748	120,907	124,437		110,364
December	73,582	96,566	131,651		100,600
	\$1,125,790	\$1,454,776	\$1,619,239	\$440,878	\$1,399,935

For 2017, REET is \$137,847 more than the same period last year and more than the 2016 target by \$205,456

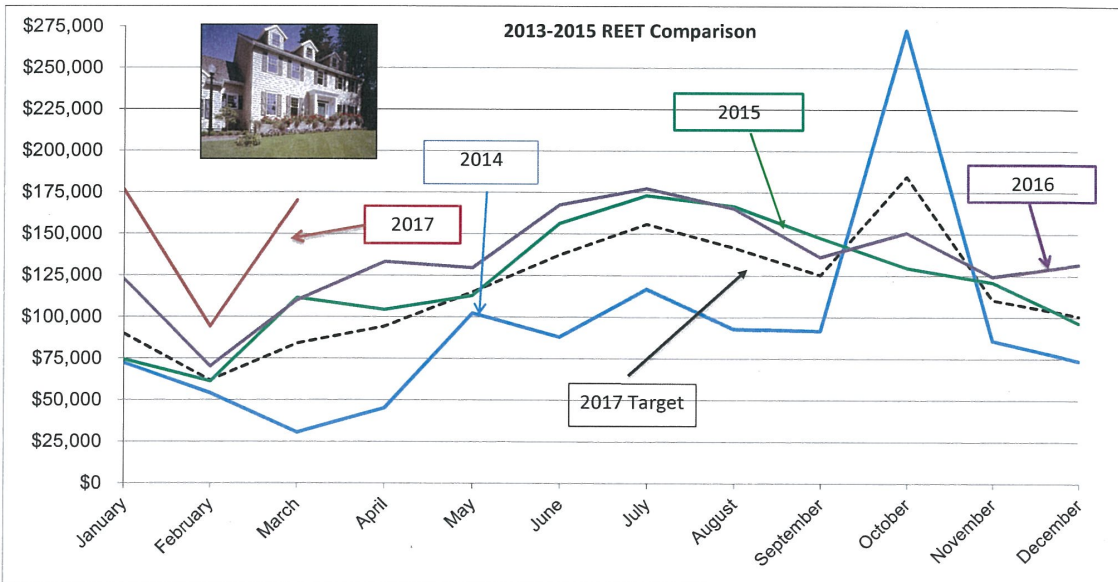
* NOTE THE 2017 target is computed on a 3 year average (2014-2016) of actual receipts

Real Estate Excise Taxes (REET)
2012 - 2016 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)

Taxes from > \$500,000 Sale Amounts

	2014	2015	2016	2017	2014	2015	2016	2017
January	4,699,850	7,418,000	18,590,517	27,548,430	23,264	36,719	92,023	136,365
February	3,930,920	6,607,900	9,701,034	19,017,050	19,458	32,709	48,020	94,134
March	2,175,430	7,874,934	15,147,174	29,692,641	10,768	38,981	74,979	146,979
April	4,266,725	14,291,370	21,160,913		21,120	70,742	104,747	0
May	12,347,730	14,068,904	19,813,122		61,121	69,641	98,075	0
June	7,353,999	20,361,466	26,065,161		36,402	100,789	129,023	0
July	15,071,601	25,571,387	24,020,546		74,604	126,578	118,902	0
August	5,882,306	22,614,538	21,648,781		29,117	111,942	107,161	0
September	8,437,700	18,821,380	16,950,242		41,767	93,166	83,904	0
October	44,456,605	16,519,240	21,157,409		220,060	81,770	104,729	0
November	8,922,100	14,736,156	16,916,011		44,164	72,944	83,734	0
December	7,142,900	13,187,535	20,607,695		35,357	65,278	102,008	0
	\$124,687,866	\$182,072,810	\$231,778,605	\$76,258,121	617,202	901,259	1,147,305	\$377,478



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City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
March 31, 2017



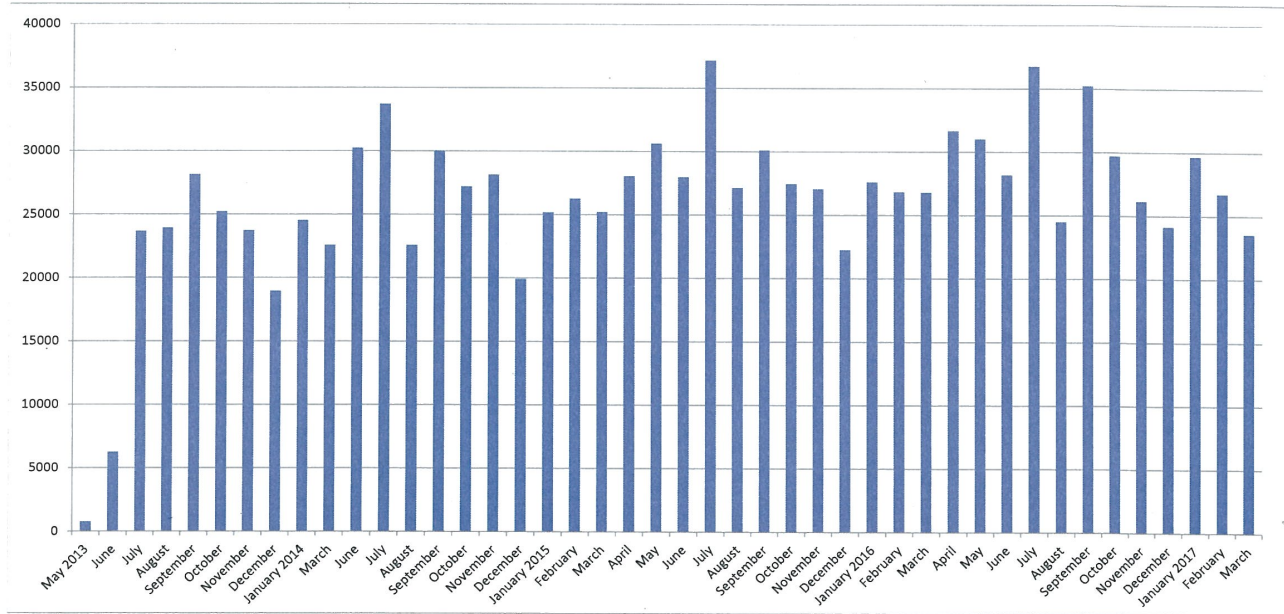
<u>Revenues</u>	<u>March 2017</u>	<u>Biennium-to- Date</u>	<u>Biennium Budget</u>
Lease Income (USPS & Kenmore Village)	0	0	89,000
Investment Interest	0	0	5,000
Transfer From General Fund	0	0	328,228
Leasehold Excise Returned	0	0	2,400
Total Revenues	0	0	424,628
		0	
		0	
<u>Expenditures</u>			
Salaries/Wages/Benefits	0	761	60,000
Events & Misc.	0	0	44,000
Utilities and Insurance - Kenmore Village	0	8,055	64,200
Repairs, Maintenance, Other Services	464	1,902	84,600
Leasehold Tax (12.84% of Lease Income)	0	0	11,428
Computer Software	0	0	20,000
Improvements	0	0	8,000
Kenmore Village Public Square	46,324	108,908	0
Total Expenditures	46,788	119,626	292,228
Net Income (Loss)	-46,788	-119,626	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
March 31, 2017



Revenues	March 2017	Biennium-to- Date	Percent of Budget	Biennium Budget
Vehicle Fees	23,562	79,992	11.76%	680,000
Investment Interest	0	0	0.00%	800
Total Revenues	\$23,562	\$79,992	\$0	\$680,800
Expenditures				
Reimbursement to Street Fund	0	0	0.00%	669,000
Total Expenditures	0	0	0.00%	669,000
Net Income (Loss)	\$23,562	\$79,992		\$11,800



XI. E. Resolution 17-296 Providing for the Disposition of Ce...

**CITY OF KENMORE, WASHINGTON
RESOLUTION NO. 17-296**

**A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON, PROVIDING FOR
THE DISPOSITION OF CERTAIN SURPLUS PROPERTY**

WHEREAS, the City of Kenmore has determined that the items listed in this resolution are the property of the City; and

WHEREAS, the items listed herein have exceeded their useful lives or are no longer useful or cost effective to own, store, and maintain; and

WHEREAS, some items listed herein may not have a market value or may not be able to be sold in an efficient, cost effective manner; and

WHEREAS, the City Council must authorize the surplus property per KMC Chapter 3.55; and,

WHEREAS, the City wishes to surplus or dispose of property in a manner that results in cost savings, including reduced staff time and use of other City resources.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kenmore, declares the following property to be surplus property and authorizes the City Manager or designee to set a minimum price for and to sell, transfer, donate or dispose of such property in an efficient manner in accordance with State law.

List of property:

KEN 301 (1999 Ford F250)
KEN 303 (2001 Dodge Ram Truck)
28 Concrete Planter Boxes

PASSED by the City Council of the City of Kenmore this 8th day of May, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney



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

Subject/Topic: Contract No. 17-C1684 with Anchor QEA for On Call Environmental Technical Services	For Council Meeting Agenda of: 8 May 2017 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager <u>Initial & Date</u> Approved by Department Head: <u>NKO 4 May 2017</u> Approved by City Attorney: Approved by Finance Director: <u>[Signature] 5/4/17</u> Approved by City Manager: <u>[Signature] 5/5/17</u>	
Proposed Council Action/Motion: Motion to Approve Contract No. 17-C1684 with Anchor QEA	Exhibits/Attachments: I. Contract No. 17-C1684	
Expenditure Required \$35,400 maximum through 2018	Amount Budgeted general consulting budget accommodates the amount	Appropriation Required \$0
<u>INFORMATION/BACKGROUND:</u> The proposed contract with Anchor QEA provides for consultation on an on call basis for environmental technical support and coordination. The City has worked with Anchor QEA since 2012 on environmental issues, including sediment testing and analysis of the Kenmore Navigation Channel. The scope of services includes consultation, as needed, for appeals related to environmental determinations (SEPA) and Shoreline Substantial Development Permits (SSDP), and coordination with relevant agencies such as the US Army Corps of Engineers and the Washington Department of Ecology on sediment issues. The scope includes preparing a summary of recent research conducted by the Port of Everett on sediment analysis that may be relevant to future evaluation of Kenmore Navigation Channel conditions.		
<u>FISCAL CONSIDERATION:</u> The contract scope and budget is limited to on call activities.		
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> - Advance public access to the water - Attract new businesses and support existing businesses - Seek opportunities to complete a successful Lakepointe project		

City of Kenmore Contract No. 17-C1684

CONSULTANT CONTRACT

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Anchor QEA, LLC, ("Consultant") whose principal office is located at 720 Olive Way Suite 1900, Seattle, WA 98101.

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

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

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

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

☐ x According to the rates set forth in Exhibit "B."

☒ x A sum not to exceed \$35,400

☐ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on May 1, 2017 and ending December 31, 2018 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

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

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

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

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

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

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

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

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

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of

this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

City Clerk
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

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

Anchor QEA, LLC
Attn: Tom Wang
720 Olive Way Suite 1900
Seattle, WA 98101
Phone No.: 206-287-9130

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

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

CONSULTANT

CITY OF KENMORE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following: See Attached

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:



Scope of Work

April 27, 2017

2017-2018 Environmental Technical Support and Coordination City of Kenmore

Scope of Services

This scope of work defines activities to be performed by Anchor QEA LLC (Anchor QEA) for the City of Kenmore (City) related to environmental technical support and coordination. It includes technical support related to environmental quality for projects that may be appealed for State Environmental Policy Act (SEPA) decisions or shoreline substantial development permits (SSDPs) issued by the City. It also includes coordination with US Army Corps of Engineers (USACE), Washington Department of Ecology (Ecology), or other parties related to environmental quality, maintenance dredging, disposal considerations, potential cleanup implications, and/or potential sources of contamination into Lake Washington. This scope of work includes the following activities:

- Technical support for SEPA or SSDP appeals related to potential for contamination in sediments or other media, including preparation for and participation in appeal hearings.
- Correspondence and participation in telephone conferences and/or meetings with USACE or other Dredge Material Management Program (DMMP) agencies, Ecology, the City, or other parties regarding sediment quality, maintenance dredging, sediment disposal, cleanup considerations, and potential contaminant sources.
- Technical support for dredge planning and sediment disposal considerations for the federal navigation channel.
- Support the City to review and provide input into any source investigation planning or sampling activities related to sources of contamination into Lake Washington.
- Review sediment sampling plans and testing results for proposed projects along the shoreline.
- Review and summarize recent outcomes of testing programs related to sediment characterization using bioaccumulation testing for open-water disposal.

Budget and Schedule

Technical support and coordination activities are anticipated to be provided through the end of 2018. Services will be performed on a time-and-materials basis, not to exceed \$35,400 without prior written authorization. The attached table provides the basis for this estimate. Work will be completed using the attached rates. Additional activities requested by the City may require additional cost.

April 27, 2017
2017-2018 Environmental Technical Support and Coordination
Page 2

If you need any additional information, please feel free to contact me at (206) 903-3322 or by email (dberlin@anchorqea.com).

Sincerely,

A handwritten signature in black ink, appearing to read "D. Berlin".

Dan Berlin
Anchor QEA, LLC

Exhibit A

Budget Proposal

2017-2018 Environmental Technical Support and Coordination

Task	Task Description	Hours by Labor Categories (hourly rates shown in parentheses)					Total Hours	Total Cost
		Principal CM / Engineer/ LA / Planner / Scientist (\$243)	Senior Managing Analyst / CM / Engineer / LA / Planner / Scientist (\$214)	Senior Analyst / CM / Engineer / LA / Planner / Scientist (\$177)	Staff 2 Analyst / CM / Engineer / LA / Planner / Scientist (\$140)	Project Coordinator (Admin.) (\$99)		
1	2017-2018 Environmental Technical Support and Coordination	16.00	100.00	40.00	16.00	8.00	180.00	\$ 35,400.00
	Total Hours	16.00	100.00	40.00	16.00	8.00	180.00	
	Total Cost	\$3,888	\$21,400	\$7,080	\$2,240	\$792		\$35,400

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

Authorized Signature (Required)

Subject/Topic:

Regional Animal Services of King County: Interlocal Agreement

Prepared by: Leslie Harris, Community Relations
Manager *LH*

Proposed Council Action/Motion:

Initial & Date

Approved by Department Head: NKO 27 APR 2017

Approved by City Attorney:

Approved by Finance Director: [Signature] 4/28/17

Approved by City Manager: PAK

Motion to authorize the City Manager to execute Contract No. 17-CI689, Animal Services Interlocal Agreement 2018-2022 with King County

Exhibits/Attachments:

- 1) Summary and Background Documents
- 2) Proposed Contract No. 17-C1689

Expenditure Required \$0

Amount Budgeted \$1,500 in 2018

Appropriation Required \$0

INFORMATION/BACKGROUND:

Since incorporation, Kenmore has received animal control services through an interlocal agreement with King County. The proposed contract with King County for Regional Animal Services (RASKC) provides animal field services, licensing, and regional shelter services for five years January 1, 2018 through December 31, 2022 with an additional five-year automatic extension. A jurisdiction may opt out of automatic extension by providing notice by June 30, 2021. Kenmore is one of 23 cities that would continue to be part of the regional system under the proposed agreement; the City of Kirkland is not continuing in the system as they've opted to establish their own program.

Background:

The original Regional Animal Services interlocal agreement was established in 2010. Prior to 2010, the County had separate agreements with cities to provide animal control, sheltering and licensing services using revenue from pet licenses to support the services. The County Executive pursued a regional model for animal control services on the rationale of economy of scale and ability to offer specialized services. Executive staff worked with representatives from cities to develop a framework for an agreement. An additional interlocal agreement was executed for 2013-2015 and extended two-years through 2017.

Kenmore's 2018 projected net costs under the proposed contract:

The cost allocation methodology will remain the same – 80% based on service usage (based on 3 year rolling average) and 20% based on jurisdiction population. The revenue generated by animal licenses helps offset costs of RASKC and PAWS.

Kenmore, along with other North King County cities, also contract with PAWS for shelter services. Kenmore's costs for sheltering dogs and cats through PAWS are not included in this contract, and based on 2016 costs, the

2018 expenditure for PAWS is estimated at \$4,725. The City's agreement with PAWS expires at the end of 2017 and will be brought forward to City Council for discussion this fall.

With King County's licensing support, Kenmore has exceeded its licensing sales goal in 2015 and 2016, which helped cover 100% of Kenmore's animal services costs. The enclosed spreadsheet (Attachment C to the Summary and Background Documents) shows that Kenmore will have a net positive of \$9,966 after license revenue is subtracted from the regional service costs in 2018.

A change from the 2016-2017 interlocal agreement is that jurisdiction revenue in excess of jurisdictions costs will be used to reduce regional model support expenses, (i.e. County General Fund expenses that are not charged to the model such as the vet physician and foster coordination), instead of offsetting costs of other participating jurisdictions.

Council Action:

Following discussion of a Draft Interlocal Agreement on March 27, 2017, the City Council approved sending a nonbinding statement of intent to participate in Regional Animal Services of King County, for the purpose of cost and service analysis. Formal adoption and execution of the proposed Interlocal Agreement is required by June 1, 2017.

FISCAL CONSIDERATION:

In 2015 and 2016, the City of Kenmore's costs, including PAWS sheltering services, were covered by pet license revenue. The enclosed spreadsheet (Attachment C to the Summary and Background Documents) shows that Kenmore will have a net positive of \$9,966 after license revenue is subtracted from the regional service costs in 2018. The net positive is anticipated to cover PAWS sheltering services along with any additional supplemental animal services programs.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council Vision Statement: a community that is attentive to, and provides for, the health, safety and welfare of all citizens



Records and Licensing Services
Department of Executive Services

Regional Animal Services of King County (RASKC)
Joint City-County Collaboration Committee
2018-2022 Inter-local Agreement

The Joint City-County Collaboration Committee has reached agreement on a five-year Inter-local Agreement (2018-2022), for King County to provide Animal Services to city partners. This Inter-local Agreement will be a successor agreement to the current two year extension (2016-2017) of a three-year contract which began in 2013, and was effective through 2015.

Key Elements and Changes:

- ☐ Services, service levels and service districts to remain the same
- ☐ Cost allocation methodology for Control Services will be changed to reflect a single cost pool (rather than one cost pool per district) and will align with the existing methodology for both Shelter and Licensing Services (80% based on service usage, 20% based on jurisdiction population; Note: usage is to be based on a 3 year rolling average)
- ☐ 5 year term (effective January 1, 2018 – through December 31, 2022)
- ☐ Additional five year automatic extension; Opt out of automatic extension by providing notice by June 30, 2021
- ☐ Limited Re-Opener upon Notice of Termination, if any city or cities opts out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027 subject to agreement adjusting the ILA as necessary based on parties departing the system.
- ☐ Latecomers, allowed prior to the termination or expiration of Agreement, but only if the additional party will not cause an increase to any City's net costs payable to the County or decrease in service levels provided under this Agreement.
- ☐ Retain Shelter Credits (reallocate annually based on 3-year average of intakes), retain Transition Credits, - Eliminated Licensing support credits. For cities receiving credits, any refunds resulting from an increase in revenue shall be used to first offset the Shelter Credit and/or Transition Credit. The County retains the right to conduct additional marketing efforts, including pet license canvassing, in jurisdictions receiving credits.
- ☐ Jurisdiction revenue in excess of jurisdictions costs – will be used to reduce regional model support expenses that are now County General Fund expenses that are not charged to model.

Note: Kirkland has informed the County of their intent to depart the regional model at the end of the current term (2017). King County is proposing to eliminate approximately 50% (\$140k) of the overall cost impact (of Kirkland departing the model) by making program cost reductions that will not impact service levels. The remaining cost impact will be shared among all parties. Additional reductions would result in service impacts, which was not desirable to either city or county participants in the discussions.

Process/Timeline:

January 2017	Cities and County meet; finalize cost allocation and contract changes based on cities providing non-binding intent to contract
By March 30, 2017	Cities provide notice to County of final intent to contract
By June 1, 2017	City Councils approve contract

- ☐ Attachment A: Summary of key provisions & changes from current ILA
- ☐ Attachment B: District map and city list
- ☐ Attachment C: Draft 2018 Estimated Payment Calculation
- ☐ Attachment D: Benefits of Regional System
- ☐ Attachment E: Draft RASKC PowerPoint – Briefing
- ☐ Attachment F: Appendix – Proposed RASKC 2018-2022 ILA – Tracked Changes version
- ☐ Attachment G: Appendix – Proposed RASKC 2018-2022 ILA – Accepted Changes version

January 30, 2017

DRAFT

**Regional Animal Services of King County – 2018-2002 ILA
Summary of Key Provisions and changes from current ILA
Attachment A**

Contract section	Key Changes from 2016-2017 ILA
1. Definitions	Updated
2. Services Description	Updated - service start date to January 1, 2018
Exhibit A = Description of Services	Edited to include other animal care providers beyond PAWS; Removed reference to licensing support
Exhibit B = Control Districts & map	Updated to reflect 24 contracting cities (altered the title to reflect boundaries are for “operational” usage; costing to be done on single district)
Exhibit E – (Optional) Enhanced Services)	Minor edits
3. City Obligations (code adoption Authorization, Cooperation/Licensing Support)	- Updated to clarify responsibilities of (4) cities who do not adopt County code by reference - Update includes reference to appeals and Hearing Examiner
4. Term	5 year term - Additional five year automatic extension - For automatic extension and termination - Clarified notification process and added 14 day timeline for County notification - Opt out of automatic extension by providing notice by June 30, 2021 - Contingent extension, if any city or cities opts out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027
5. Latecomers	Latecomers, allowed prior to the termination or expiration of Agreement, but only if the additional party will not cause an increase in any City’s net costs payable to the County or decrease in services provided under this Agreement
6. Compensation	3 year rolling averages for calculating usage - Use a single district for purposes of allocating costs - Eliminate preliminary estimating - One payment/year - Retain shelter credits and Transition credits (No Licensing support credits)
Exhibit C – Calculation of Estimated Payments	Updated to reflect changes noted above
Exhibit C-1 2018 Estimated Payment Calculation	Updated to reflect changes noted above
Exhibit C-2 Population, Calls for Service and Licensing Data for Jurisdictions – Used to Derive 2018 Payment Calculation	Updated to reflect changes noted above

**Regional Animal Services of King County – 2018-2002 ILA
Summary of Key Provisions and changes from current ILA
Attachment A**

Contract section	Key Changes from 2016-2017 ILA
Exhibit C-3 Calculation of Budgeted Allocable Costs, Budgeted Total Non-Licensing Revenue and Budgeted Net Allocable Costs	Updated to reflect changes noted above
Exhibit C-4 Calculation and Allocation of Transition Funding Credit and Shelter Credit	- Updated to reflect changes noted above - Removed references to Transition Funding Credits (removed) - Removed references to New Regional Revenue
Exhibit C-5 Licensing Revenue Support	Deleted
Exhibit C-6 Summary of calculation Periods for Use and Population Components	Updated to reflect changes noted above
Exhibit C-7 Payment and Calculation Schedule	Updated to reflect changes noted above
7. Reconciliation	- Jurisdiction revenue in excess of jurisdictions costs –used to reduce County GF expenses – regional model support expenses – not charged to model - For cities receiving credits, if more revenue is collected than anticipated in revenue estimate, excess shall first be used to reduce credits, unless otherwise determined by the County
Exhibit D Reconciliation	Updated to reflect changes noted above
8. Regional Revenue Generation and Licensing Revenue Support	- Remove references to New Regional Revenue - Remove Licensing Credits (& Licensing Support Cities references) - Removed first come (request) basis. Include County option to implement licensing support services for cities receiving shelter or transition credits - Gives County discretion to implement enhanced licensing for cities receiving credits
Exhibit C-5 Licensing Revenue Support	To be Deleted
Exhibit F – (optional) Licensing Support	Combined Attachment A to Exhibit F into one document. Update to reflect changes noted above, including removing reference to Exhibit C-5
9. Mutual Covenants/Independent Contractor	No changes
10. Indemnification and Hold Harmless	No changes
11. Dispute Resolution	No changes
12. Joint City County Committee and Collaborative Initiatives	Update to focus committee on revenues and costs and program service lines (removed specific initiatives topics list “a-q”)
13. Reporting	No changes

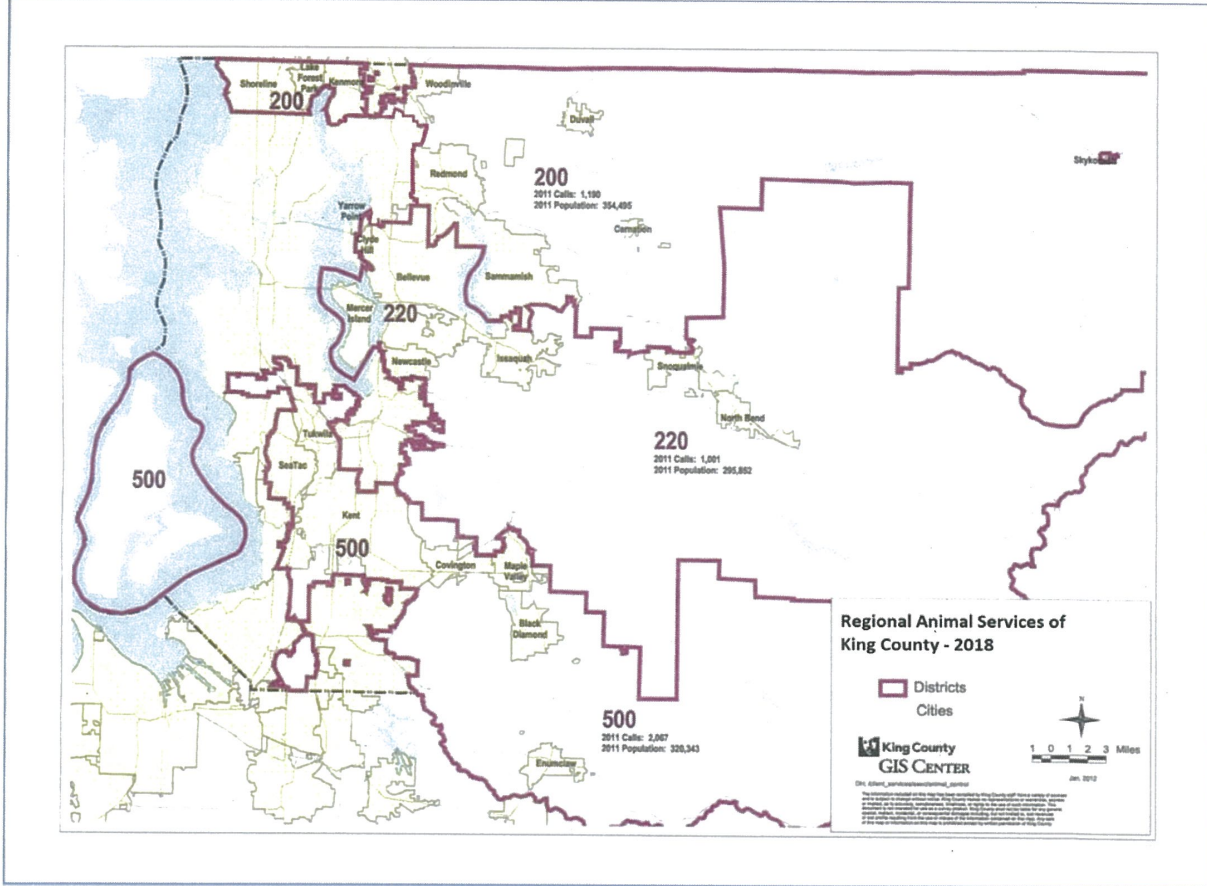
**Regional Animal Services of King County – 2018-2002 ILA
Summary of Key Provisions and changes from current ILA
Attachment A**

Contract section	Key Changes from 2016-2017 ILA
14. Amendments	• Edited – removed “legislative bodies” reference. Note: The intent of this language is to not be overly prescriptive - in requiring legislative approval. Each jurisdiction can determine for itself what level of authority it has or needs in order to approve an amendment the contracting parties (66% majority) agree on. This language is written so contracting parties would not be “required” to seek their council’s approval, if their individual process allows for it, when a ministerial change or edit that does not have significant or substantive impact is agreed upon by a (66%) majority of the contracting parties.
15. General Provisions	• No changes
15. Terms to Implement Agreement	• Deleted from ILA – not applicable for this ILA
16. Administration	• No changes (section numbering revised)

Regional Animal Services of King County

Attachment B - RASKC District Map

(* 3 Districts are for operational purposes)



***Note: 3 districts are for operational purposes; cost allocation is calculated combining districts into one)**

RASKC Partner City List

District 200 (North)	District 220 (East)	District 500 (South)
Carnation	Town of Beaux Arts	Black Diamond
Duvall	Bellevue	Covington
Kenmore	Clyde Hill	Enumclaw
Lake Forest Park	Issaquah	Kent
Redmond	Mercer Island	Maple Valley
Sammamish	Newcastle	SeaTac
Shoreline	North Bend	Tukwila
Woodinville	Snoqualmie	
	Yarrow Point	
All the districts include the surrounding unincorporated King County		

Regional Animal Services of King County -DRAFT C-1

2018 Estimated Payment Calculation (Draft)

Jurisdiction	Cost Allocation				Pet Licensing Revenue*	Estimated Net Cost	Credits	Enhanced Licensing Net Revenue (est'd)	Net Final Cost
	Field Cost	Shelter Cost	Licensing Cost	Total Cost					
	(a)	(b)	(c)	a+b+c = (d)	(e)	e - d = (f)	(g)	(h)	f + g + h = (i)
Beaux Arts	\$ 447	\$ 188	\$ 281	\$ 917	\$1,271	\$ 354	\$ -		\$ 354
Bellevue	\$ 165,398	\$ 186,770	\$ 95,183	\$ 447,350	\$373,682	\$ (73,668)	\$ -		\$ (73,668)
Black Diamond	\$ 9,188	\$ 18,017	\$ 4,031	\$ 31,236	\$15,765	\$ (15,471)	\$ 5,816		\$ (9,655)
Carnation	\$ 4,628	\$ 4,837	\$ 1,743	\$ 11,207	\$7,999	\$ (3,208)	\$ 552		\$ (2,656)
Clyde Hill	\$ 3,210	\$ 2,534	\$ 1,996	\$ 7,741	\$7,448	\$ (293)	\$ -		\$ (293)
Covington	\$ 61,463	\$ 109,168	\$ 17,754	\$ 188,385	\$88,655	\$ (99,730)	\$ 52,621		\$ (47,109)
Duvall	\$ 13,708	\$ 11,401	\$ 6,125	\$ 31,233	\$25,031	\$ (6,202)	\$ -		\$ (6,202)
Enumclaw	\$ 41,052	\$ 51,268	\$ 10,293	\$ 102,614	\$45,077	\$ (57,537)	\$ 26,546		\$ (30,991)
Issaquah	\$ 63,302	\$ 40,710	\$ 19,444	\$ 123,455	\$72,357	\$ (51,098)	\$ -		\$ (51,098)
Kenmore	\$ 47,880	\$ 14,016	\$ 19,017	\$ 80,913	\$90,879	\$ 9,966	\$ -		\$ 9,966
Kent	\$ 328,893	\$ 860,393	\$ 77,478	\$ 1,266,764	\$356,270	\$ (910,494)	\$ 547,583		\$ (362,911)
Lake Forest Park	\$ 24,688	\$ 8,126	\$ 11,372	\$ 44,185	\$44,144	\$ (41)	\$ -		\$ (41)
Maple Valley	\$ 61,112	\$ 71,308	\$ 21,307	\$ 153,727	\$94,772	\$ (58,955)	\$ 6,027		\$ (52,928)
Mercer Island	\$ 21,488	\$ 22,208	\$ 14,911	\$ 58,607	\$56,155	\$ (2,452)	\$ -		\$ (2,452)
Newcastle	\$ 20,060	\$ 14,315	\$ 7,770	\$ 42,144	\$34,419	\$ (7,725)	\$ -		\$ (7,725)
North Bend	\$ 13,348	\$ 15,151	\$ 6,363	\$ 34,863	\$24,262	\$ (10,601)	\$ 1,376		\$ (9,225)
Redmond	\$ 67,148	\$ 70,494	\$ 34,638	\$ 172,280	\$128,550	\$ (43,730)	\$ -		\$ (43,730)
Sammamish	\$ 64,870	\$ 59,289	\$ 40,364	\$ 164,524	\$156,757	\$ (7,767)	\$ -		\$ (7,767)
SeaTac	\$ 91,581	\$ 237,977	\$ 13,430	\$ 342,989	\$43,288	\$ (299,701)	\$ 146,076		\$ (153,625)
Shoreline	\$ 111,659	\$ 34,532	\$ 38,389	\$ 184,580	\$143,418	\$ (41,162)	\$ -		\$ (41,162)
Snoqualmie	\$ 18,983	\$ 20,483	\$ 8,319	\$ 47,786	\$32,462	\$ (15,324)	\$ -		\$ (15,324)
Tukwila	\$ 68,213	\$ 177,656	\$ 9,487	\$ 255,356	\$32,550	\$ (222,806)	\$ 112,017		\$ (110,789)
Woodinville	\$ 18,015	\$ 7,266	\$ 8,119	\$ 33,400	\$32,487	\$ (913)	\$ -		\$ (913)
Yarrow Pt	\$ 1,079	\$ 653	\$ 734	\$ 2,465	\$2,719	\$ 254	\$ -		\$ 254
Unincorp. King County	\$ 658,097	\$ 921,327	\$ 217,965	\$ 1,797,389	\$ 860,267	\$ (937,122)	\$ -		\$ (937,122)
Total	\$ 1,979,509	\$ 2,960,088	\$ 686,512	\$ 5,626,109	\$ 2,770,684	\$ (2,855,425)	\$ 898,614	\$ -	\$ (1,956,811)

Summary	Field Cost	Shelter Cost	Licensing Cost	Total Cost
Budgeted Total Allocable Cost	\$ 2,121,959	\$ 3,088,288	\$ 763,512	\$ 5,973,759
Budgeted Non-Licensing Revenue	\$ 142,450	\$ 128,200	\$ 77,000	\$ 347,650
Budgeted New Regional Revenue	\$ -	\$ -	\$ -	\$ -
Budgeted Net Allocable Cost	\$ 1,979,509	\$ 2,960,088	\$ 686,512	\$ 5,626,109

*Pet License assumption based on 2016 Actual (Preliminary)

Note: Estimated for Precommitment period based on most current data. 2018 Final Estimated Payment Calculation will be issued per the terms of the 2018 ILA

Regional Animal Services of King County
Draft 1-20-17

**Regional Animal Services of King County – 2018-2002 ILA
Attachment D - Benefits of a Regional Animal Services System**

Effective and Efficient Service

- Provide **equity of service**, consistent level of service, common regulatory approach, and support humane animal care across the region.
- **Centralization efficiency and effectiveness** in:
 - Serving as a **single access point for residents** for animal related issues
 - Providing a **centralized database** of historical and current information, regarding residents, location and animal data related to pet licensing and animal control activities
 - An economy of scale to provide a full range of services and the ability to respond to large scale issues, efficiency in operations, database administration, staff training, etc.
- **Reducing demands on individual jurisdictions:**
 - **Communications** from the media, advocacy groups and other interested parties on animal issues (e.g. public disclosure requests)
 - **Local police agencies to focus on traditional law enforcement** instead of civil animal nuisances and offenses
 - **Local court systems do not deal with animal related civil appeal processes**
 - **Local jurisdictions are not involved in court proceedings** for Superior Court appeals of actions or lawsuit response
- Builds **economies of scale** to provide a full range of services, making it less expensive to develop operations, training, licensing and care programs than it would be for cities to duplicate similar levels of services at the local level.
- Supports **low-cost spay and neuter programs** which are key to reducing the population of homeless animals and thus reducing the costs of the system over time.
- Use of **volunteers and partnerships** with private animal welfare groups increases humane animal treatment with minimal public cost. In 2015, volunteers contributed over 90,000 hours of support to the County animal services system as foster parents or providing direct adoptable animal care, equivalent to 45 FTEs.

Customer Service

- Provides a **single access point for residents** seeking animal control help.
- A regional, **uniform pet licensing program** that is easier for the public to access and understand, with a broad range of accompanying services to encourage licensing; marketing, partnering with third parties to encourage license sales, and database management.
- **Online licensing sales increase the ease of compliance** for pet owners.
- **Pet Adoption Center is open and provides lost pet and adoption services 7 days a week.**

Regional Animal Services of King County – 2018-2002 ILA
Attachment D - Benefits of a Regional Animal Services System

Public Health and Safety

- Provides the ability to identify and **respond to public health issues related to animals**, such as rabies, on a regional basis and **coordinate activities with Seattle King County Public Health**
- **Reduces animal health and public health threats** through routine vaccination of animals before release (e.g. Rabies).
- **Scale provides capacity to handle unusual and multi-jurisdictional events** involving animals that often require specialized staff, such as: cruelty investigations, animal hoarding, loose livestock, dog-fighting, animal necropsies and quarantine, holding of animals seized in criminal cases and retrieval of deceased animals from the communities.
- **Provides consistent and knowledgeable field services to over 5,300 callers per year.** Calls are dispatched on a prioritized basis. Emergency response field services are available 24 hours per day.

Animal Welfare

- Animals find new homes and are not euthanized for capacity. **Euthanasia** rates have been reduced down to **12% in 2015**, an amazing accomplishment for a public shelter.
- Engages hundreds of animal loving residents through **the foster home program and other volunteer programs** (on-site and adoption events).
- **Provides regional response to animal cruelty cases** working closely with jurisdictional law enforcement.
- Provides **regional preparedness planning** and coordination with the King County Office of Emergency Management for emergency and disaster response.
- **Provides regional capacity for seasonal events** (annual new born kitten season).
- The RASKC Benefit donation fund allows county employees and **private donors to contribute to the extraordinary care** of animals—these services, such as veterinary specialists or orthopedic surgery, are typically not publicly funded and are not usually available in publicly funded animal service programs.



Regional Animal Services of King County - City of Kenmore 2018 Inter-local Agreement

3/23/2017

1

Introduction – Presentation Overview

- I. Overview of Regional Animal Services
- II. Overview of current (2015-2017) ILA
- III. 2018 ILA – Agreement in Principle
(changes from current ILA)
- IV. Timeline
- V. Q/A

RASKC Overview

Provide King County with sustainable, cost effective services that protect people and animals, while providing humane animal care



24 cities + Uninc. King County

>1 million residents

500K animals

3 core services

- Field Services
- Shelter Services
- Pet Licensing Services

Additional services;

- Live Call Center receiving over 6,000 calls for service or information;
- Responding to (300+ annual) public disclosure requests;
- Responding to media and constituent inquiries and requests;
- Adjudicating civil infractions;
- Conducting animal cruelty investigations

Benefits of a Regional Animal Service System

Consistency in enforcement and animal outcomes across jurisdictions

Single access point for domestic animal issues for residents

Reducing demands on individual jurisdictions

- Communications from the media, advocacy groups and other interested parties on companion animal issues (e.g. public disclosure requests)
- Local police agencies to focus on traditional law enforcement instead of civil animal nuisances and offenses
- Local court systems do not deal with animal related civil appeal processes
- Local jurisdictions are not involved in court proceedings for Superior Court appeals of actions or lawsuit response

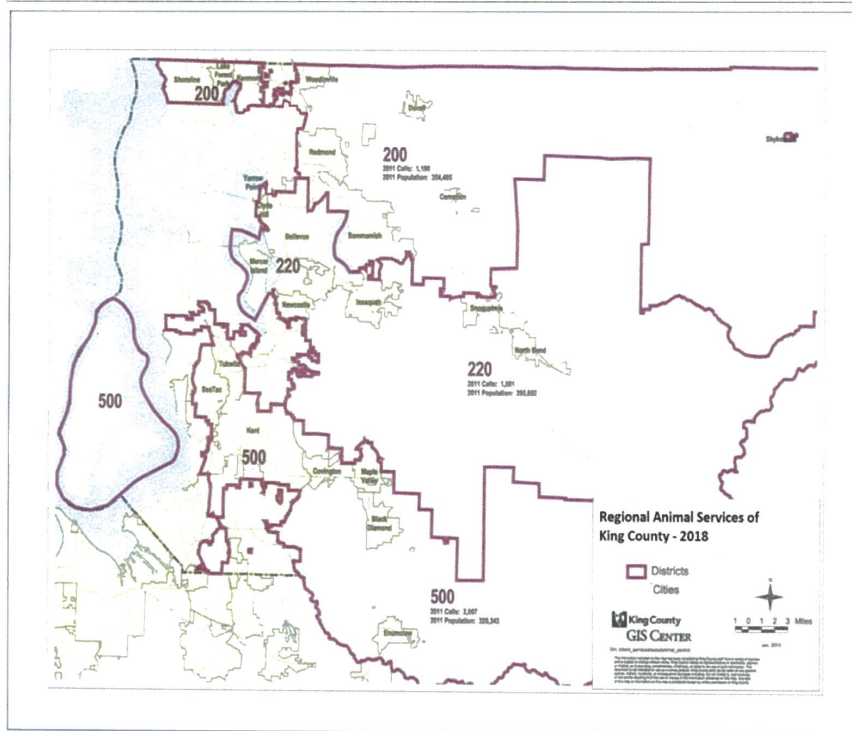
Wide network of volunteers, partnerships and foster families

RASKC Partner City List - 2018

District 200 (North)	District 220 (East)	District 500 (South)
Carnation	Town of Beaux Arts	Black Diamond
Duvall	Bellevue	Covington
Kenmore	Clyde Hill	Enumclaw
Lake Forest Park	Issaquah	Kent
Redmond	Mercer Island	Maple Valley
Sammamish	Newcastle	SeaTac
Shoreline	North Bend	Tukwila
Woodinville	Snoqualmie	
	Yarrow Point	

All the districts include the surrounding unincorporated King County

Services: Field Districts



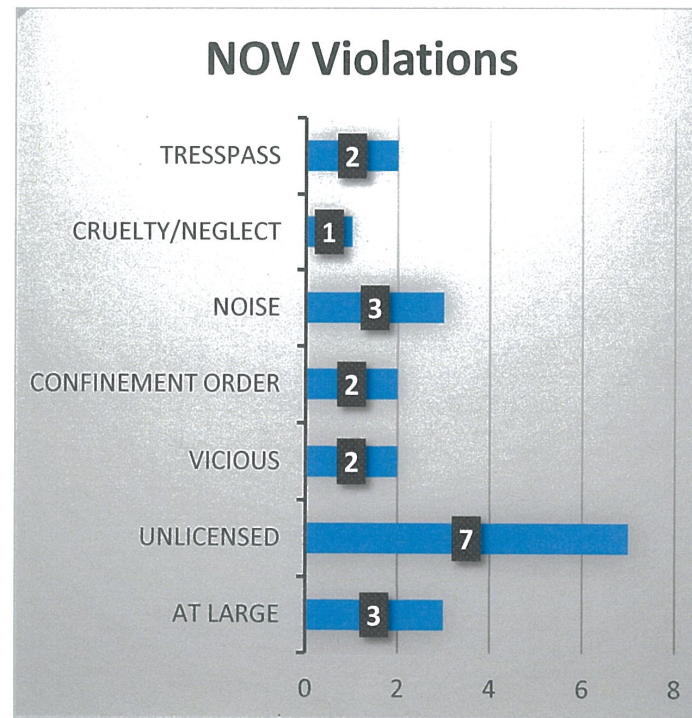
3 districts; North, East, South

- ~5,000 Initial requests for service per year total
- 2014-16 average of 120 cases per year in Kenmore

Services: Field Response-Kenmore

Review of 2016 Enforcement

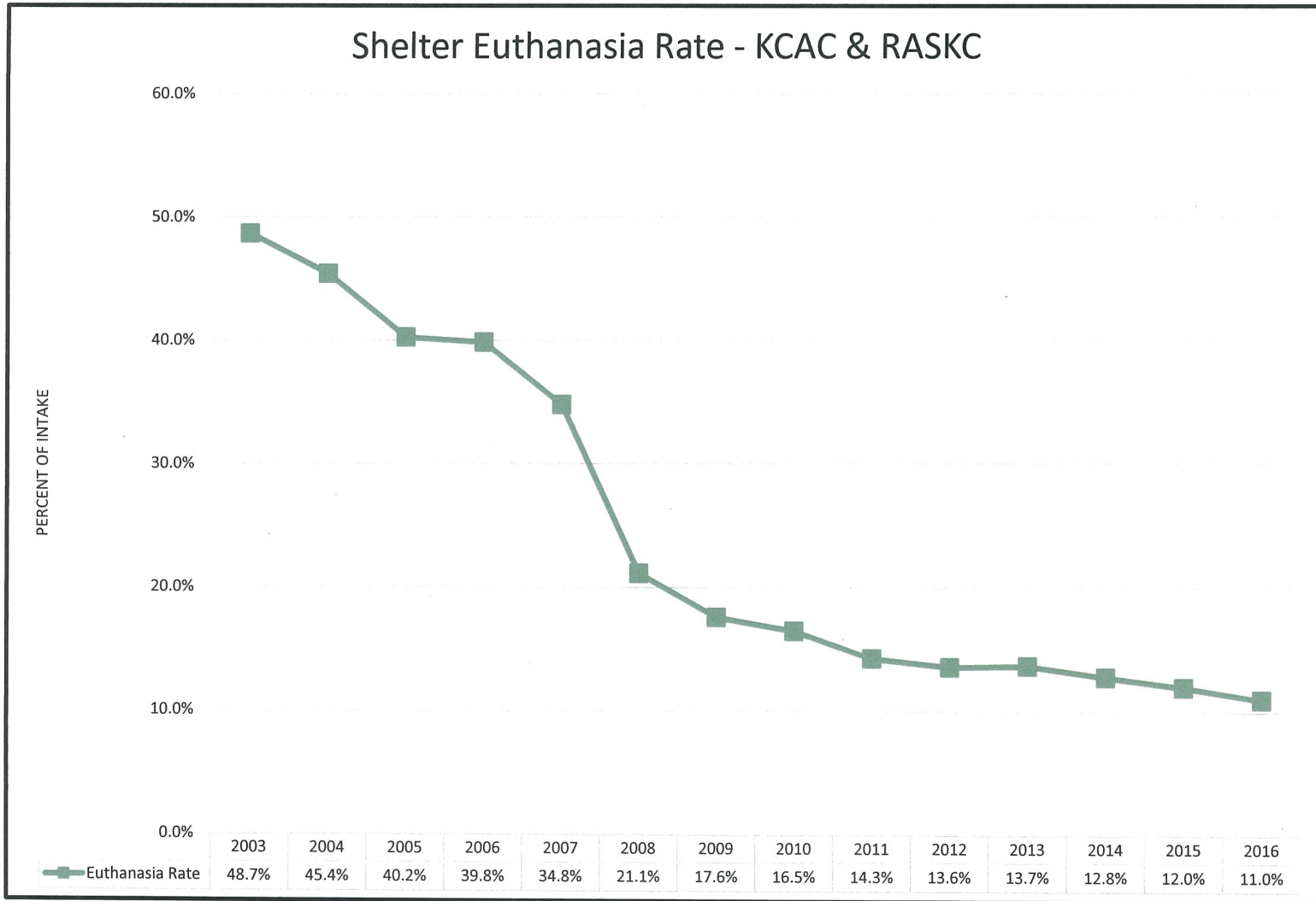
- 20 Notices of violation (NOV) issued
- There were no appeals for these issued NOV's by residents.
 - Venue: King County Hearing Examiner



Services: Shelter

- Kenneling, adoptions and veterinary care on-site in Kent
 - Two shelter veterinarians and three licensed veterinary technicians
- Almost 4,000 intakes annually
- 1,400 temporary placements in volunteer foster care homes (2016)
 - (Underage feral kittens, post-operative, golden oldies)
- Shelter supported by more than 500 volunteers annually
 - Over 93,000 hours of support annually at shelter (22K) and fostering (71K) (2015)
 - Eastside Pet Adoption Center at Petco
- High success public shelter
 - Angel Fund Donations used to support extraordinary care and referrals
 - Shelter Euthanasia rate at all time low (2016 = 11.0%)





Services: Licensing



Your partner in responsible pet ownership

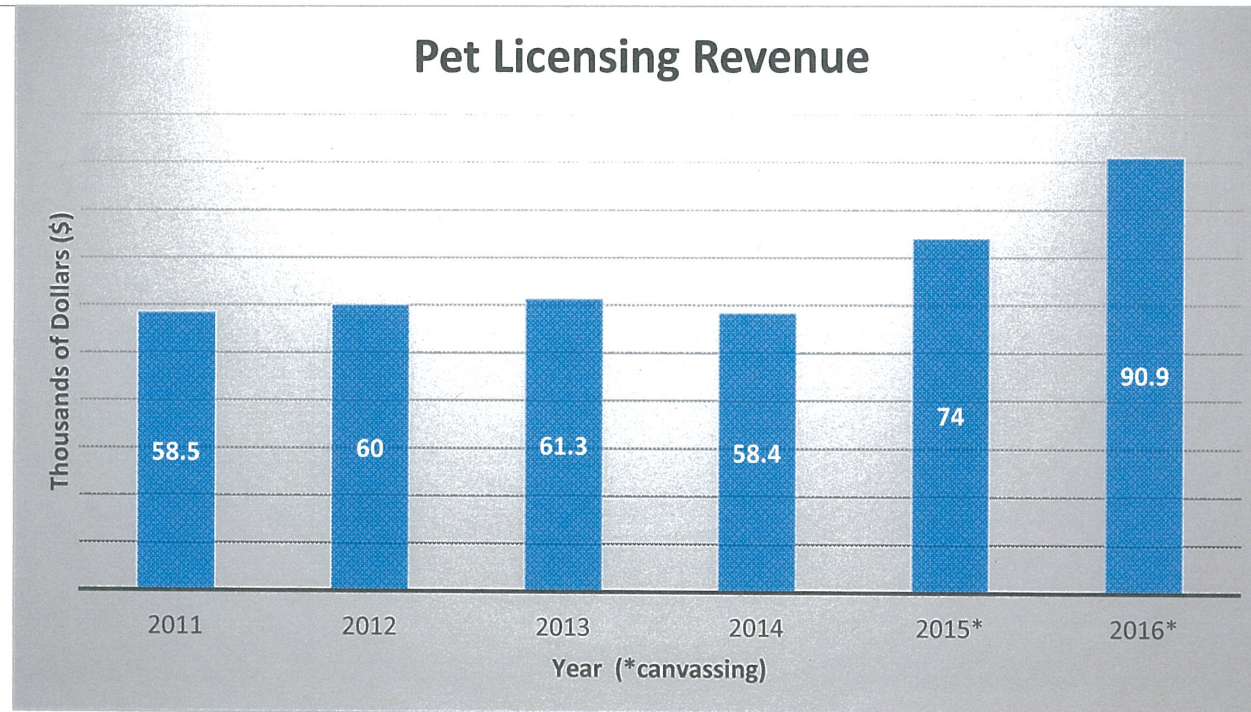
Visit our site to learn about ways to adopt a pet, report an animal concern, help a lost or found pet, purchase a pet license, or help make a difference by volunteering.

WWW.KINGCOUNTY.GOV/PETS

[Learn More](#)

- Unified system for marketing pet licenses
- Over 100k pets licensed in program
- 450 pet license sales partners
- City partnership
 - Community events
 - Mailing programs
 - Robust web and social media presence
 - Neighborhood marketing (canvassing)
 - 2015 \$1 expenditure on canvassing; returned \$2.02

Services: Licensing in Kenmore



Summary of changes from 2016-2017 ILA

Services and Districts to remain the same

Cost allocation methodology to remain the same

- 80% based on service usage, 20% based on jurisdiction population
- Note: usage is to be based on a 3 year rolling average

5 year term

- (effective January 1, 2018 – through December 31, 2022)
- Additional five year automatic extension
 - Opt out of automatic extension by providing notice by June 30, 2021

Limited Re-Opener upon Notice of Termination, if any city or cities opts out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027 subject to agreement adjusting the ILA as necessary based on parties departing the system.

Summary of changes from 2016-2017 ILA

Latecomers, allowed prior to the termination or expiration of Agreement.

- Only permitted if the additional party will not cause an increase any City's net costs payable to the County or decrease in services provided per agreement.

Retain shelter credits

Jurisdiction revenue in excess of jurisdictions costs used to reduce regional model support expenses (i.e. County General Fund expenses that are not charged to model).

Overview of County Contribution to RASKC Program

- \$5.26 million County General Fund support for animal services as follows in the 2015-2016 budget:
 - \$1.6 million KC expense as a member/user of services (approximately 1/3 of all intakes, calls and licenses sold are Unincorporated KC).
 - \$3.6 million KC expense to support the program in two areas:
 - \$1.8 million KC sponsored support of primarily high shelter intake cities from south KC.; and
 - \$1.8 million KC funded items not included in RASKC model for:
 - a. enhancing the shelter outcomes of animals and supporting the low euthanasia goal of RASKC
 - b. county central service rates/expenses increased outside of model 2015/2016

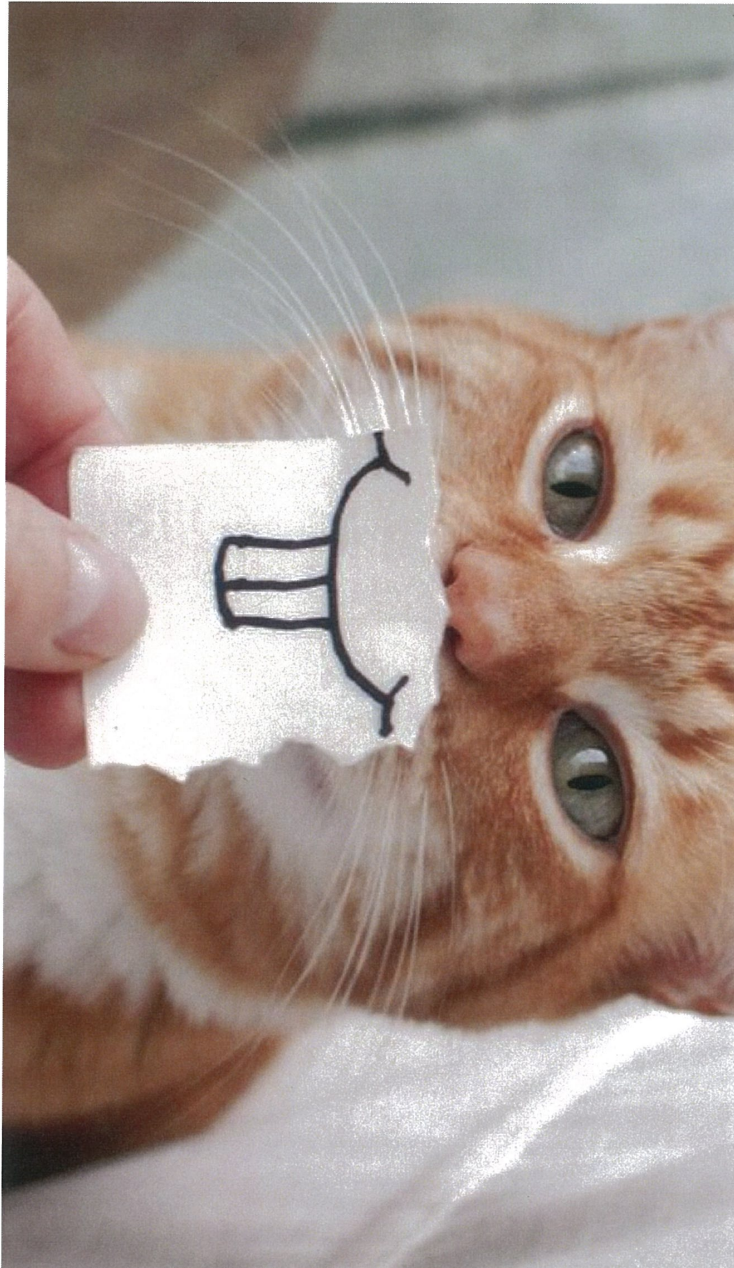
City of Kenmore – 2018 model

Service Area	3 year (2013-2015) average	costs
Field Service		
Population	22.3k = (2.37% of Total)	\$9,373
Usage	120 (2.43% of Total)	<u>\$38,507</u>
		\$47,880
Shelter Services		
Population	22.3k (2.37% of total)	\$14,016
Usage	0 (0% of total)	<u>\$0</u> (City uses PAWS for sheltering)
		\$14,016
Licensing Services		
Population	22.3k (2.37% of total)	\$3,251
Usage	2,654 (2.87% of total)	<u>\$15,766</u>
		<u>\$19,017</u>
Sub-total (RASKC)		\$80,913
PAWS Shelter Services		<u>\$4,725</u>
Sub-total (RASKC & PAWS)		\$85,638
Licensing Revenue	Estimated	\$90,879
Total (Net) Cost		\$5,241 (Net Positive)

Timeline: 2018 ILA Contracting Milestones

Date	Item Description
By September 1, 2016	Draft Agreement in Principle completed
By December 31, 2016	Cities confirm Non-Binding Mutual Interest based on Agreement in Principle completed
By December 31, 2016	County provides draft contract – based on Agreement in Principle completed
January 2017	Cities and County meet; finalize cost allocation and contract changes based on cities providing non-binding intent to contract completed
By March 31, 2017	Cities provide notice to County of final intent to contract
By June 1, 2017	City Councils approve contract

Questions?



3/23/2017

17

2018 Regional Animal Services
Interlocal Agreement

This AGREEMENT is made and entered into effective as of this 1st day of January, 2018, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of _____, a Washington municipal corporation (the "City").

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of regional public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of access for the public; and

WHEREAS, the Contracting Cities are partners in making regional animal services work effectively, and are customers of the Animal Services Program provided by the County; and

WHEREAS, the City and the County are parties to a 2010 Animal Services Interlocal Agreement which, as extended, will terminate on December 31, 2017 (the "2010 Agreement"); and

WHEREAS, nothing in this Agreement is intended to alter the provision of service or manner and timing of compensation and reconciliation specified in the 2010 Agreement for services provided through December 31, 2017; and

WHEREAS, the City pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34) , is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is authorized by the Interlocal Cooperation Act, Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is willing to render such services on the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - a. **"Agreement"** means this 2018 Animal Services Interlocal Agreement, including any and all Exhibits hereto. Unless the context clearly indicates otherwise, the term "Agreement" is intended to reference all 2018 Animal Services Interlocal Agreements by and between the County and other Contracting Cities.
 - b. **"Animal Services"** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, "Animal Services" are sometimes referred to herein as the **"Program."**
 - c. **"Contracting Cities"** means all cities, including Latecomer Cities, that are parties to an Agreement.
 - d. **"Contracting Parties"** means all Contracting Cities and the County.
 - e. **"Control District"** means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
 - f. **"Enhanced Control Services"** are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the "Enhanced Control Services Contract").
 - g. **"Enhanced Licensing Support Services"** are additional Licensing Support Services that the City may purchase under certain terms and conditions as described in **Exhibit F** ("Enhanced Licensing Support Services")
 - h. **"Latecomer City"** means a city receiving animal services under an agreement with the County executed after January, 2018, per the conditions of Section 5.
 - i. **"Parties"** means the City and the County.
 - j. **"Service Year"** means the calendar year in which Animal Services are or were provided pursuant to this Agreement.

2. **Services Provided.** Beginning January 1, 2018, the County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services on behalf of the City, consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County will engage in good faith with the Joint City-County Collaboration Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. Except as set forth in Section 10 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement do not include services of legal counsel, which shall be provided by the City at its own expense.
 - a. Enhanced Control Services. The City may request Enhanced Control Services by completing and submitting **Exhibit E** to the County. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.
3. **City Obligations.**
 - a. Animal Regulatory Codes Adopted. To the extent it has not already done so, the City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, appeal, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control provisions that differ from those of the County and of any amendments to the City Ordinance adopted subsequent to the effective date of this Agreement.
 - b. Authorization to Act on Behalf of City. Beginning January 1, 2018, the City authorizes the County to act on its behalf in undertaking the following:
 - i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.

- ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.
 - iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be conducted by the King County Hearing Examiner or the County's successor administrative appeals body or officer on behalf of the City unless either the City or the County determines that the particular matter should be heard by the City.
 - iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to violations of any City ordinances.
 - c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication mechanisms such as bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide to the County accurate and timely records regarding all pet license sales processed by the City. All proceeds of such sales shall be remitted to the County by the City on a monthly basis (no later than fifteen (15) calendar days from the end of each calendar month) or more frequently.
4. **Term.** This Agreement will take effect on January 1, 2018 and, unless extended pursuant to subparagraphs 4a or 4b, shall remain in effect until December 31, 2022.
- a. **Automatic Extension.** The Agreement shall automatically continue for a second five year term, until December 31, 2027, unless one or more of the Contracting Parties provide written notice by June 30, 2021, of their intent to opt out of a second term. Notice from contracting cities is to be provided in writing to the County, who will subsequently inform the other city partners, in writing, within 14 days of the County receiving the written notification.

- b. **Contingent Extension.** If one or more Contracting Cities provides written notice to the County of its intent to opt out of a second term, the Agreement shall continue for a second five-year term, until December 31, 2027, if:
 - (i) the cost to any remaining party is not estimated to increase by more than ten percent, based on the Estimated Animal Services Cost Allocation to the City (the cost allocation before revenue and credit off-sets) as noted in the Estimated Payment Calculation that includes the non-renewing party, compared to the Estimated Animal Services Cost Allocation to the City in the Estimated Payment Calculation that excludes the non-renewing City; and
 - (ii) no later than March 1, 2022, the remaining Parties agree in writing upon terms that substantially carry forward the cost and service levels in the initial term. If the Parties do not reach agreement on such revised terms by March 1, 2022, the automatic extension is not effective, and this Agreement shall terminate at the end of the initial term.
 - c. **Date References.** For purposes of construing date specific rights and responsibilities of the Parties upon extension of this Agreement for a second term, references in this Agreement to an initial term date shall mean a date that is five years later. This subsection is not intended to authorize more than one five-year extension period.
 - d. **Termination.** Any Contracting Party may, without cause and in its sole discretion, determine not to renew this Agreement for a second term by providing written notice of its decision to the other parties no later June 30, 2021. The Agreement may not be terminated for convenience during either the first or second term. Notice from contracting cities is to be provided in writing to the County, who will subsequently inform the other city partners, in writing, within 14 days of the County receiving the written notification.
5. **Latecomers.** The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the later agreement will not cause either a decrease in the level of services provided to the Cities by the County or an increase in the costs payable by the Cities to the County under this Agreement. Cities that are party to such agreements are referred to herein as "Latecomer Cities."

6. **Compensation.** The County will develop an Estimated Payment calculation for each Service Year using the formulas described in Exhibit C, and shall transmit the payment information to the City according to the schedule described below. The County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 7 below and Exhibit D, in order to reconcile the Estimated Payments made by the City in the prior Service Year. The City will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts as follows (a list of payment-related notices and dates is included at Exhibit C-7):
- a. **Service Year 2018:** The County will provide the City with a calculation of the Estimated Payment amounts for Service Year 2018 on or before December 15, 2017, which shall be derived from the Estimated 2018 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year data in **Exhibit C-2**. The City will pay the County the Estimated Payment Amounts for Service Year 2018 on or before August 15, 2018. The Reconciliation Adjustment Amount for Service Year 2018 shall be paid by the City, or by the County if the calculation shows the City is entitled to receive a payment from the County, on or before August 15, 2019, as described in this section.
 - b. **Service Years after 2018.**
 - i. **Estimated Payment Determined by December 15.** The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in **Exhibit C**.
 - ii. **Estimated Payments Due August 15.** The City will pay the County the Estimated Payment Amount on or before each August 15.
 - iii. The Reconciliation Adjustment Amount for the prior Service Year shall be paid on or before August 15 of the following calendar year, as described in Section 7.
 - iv. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party that they have ten (10) days to cure non-

payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. If the nonpaying Party is the County, the City may withhold future Estimated Payments until all outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.

- v. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 15.g.
- c. **Payment Obligation Survives Expiration or Termination of Agreement.**
The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2022, the Estimated 2022 Payment is nevertheless due on or before August 15, 2022, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2023.
- d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.

7. Reconciliation of Estimated Payments and Revenues.

- a. In order that the Contracting Parties share costs of the regional Animal Services Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived in **Exhibit C** using actual revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on

or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.

- b. The Parties intend that the provision of Animal Services becomes more financially sustainable over the term of this Agreement.. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Collaboration Committee on any proposals to generate new revenue.
- c. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS (or other animal services provider,) shelter service, Enhanced Control Service, and Enhanced Licensing Support Service, if applicable), they will be reinvested in the Program to reduce the County's costs of the system that are not included in the allocation to cities and to improve service delivery.

8. Enhanced Licensing Revenue Support Services

- a. A City may request licensing revenue support from the County during the term of this Agreement by executing **Attachment A to Exhibit F**. The terms and conditions under which such enhanced licensing support service will be provided are further described at **Exhibit F**. Provision of enhanced licensing support service during the term of this agreement is *subject to* the County determining it has capacity to provide such services. Provision of enhanced licensing support services is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
- b. In addition to other terms described in **Exhibit F**, receipt of licensing revenue support is subject to the recipient City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.
- c. The County has the option to implement licensing support services for cities receiving transition and shelter credits.

9. **Mutual Covenants/Independent Contractor.** The Parties understand and agree that the County is acting hereunder as an independent contractor and that:
- a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
 - b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
 - c. The County contact person for the City regarding all issues arising under this Agreement, including but not limited to citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.

10. **Indemnification and Hold Harmless.**

- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in

said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- 11. **Dispute Resolution.** Whenever any dispute arising among any of the Parties to this Agreement is not resolved by routine meetings or communications, the disputing Parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith by the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

12. Joint City-County Collaboration Committee. A committee composed of 3 county representatives (appointed by the County) and one representative from each Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet less than twice each year. Committee members may not be elected officials. The Committee shall review service, revenue and cost issues and make recommendations regarding efficiencies and improvements to services and revenues, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both County and City members of the Joint City-County Collaboration Committee. Recommendations of the Joint City-County Collaboration Committee are non-binding. The collaborative initiatives to be explored include, but are not necessarily limited to:

- a. Services provided (as described in Section 2 of this agreement); Control Services; Shelter Services and Licensing Services;
- b. RASKC Revenues and Costs, including any future proposals for significant revenues to support RASKC.

13. Reporting. The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. The formatting, content and details of the report will be developed in consultation with the Joint City-County Collaboration Committee.

14. Amendments. Any amendments to this Agreement must be in writing. This Agreement shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of all other Contracting Parties (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* this provision shall not apply to any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section.

15. General Provisions.

- a. Other Facilities. The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of animal care and sheltering within King County.
- b. Survivability. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
- c. Waiver and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- d. Grants. Both Parties shall cooperate and assist each other in procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining the Animal Services Program and the care and treatment of animals in the Program.
- e. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- f. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be

delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

For the County: Caroline Whalen, Director
 Caroline.whalen@kingcounty.gov
 King County Dept. of Executive Services
 401 Fifth Avenue, Suite 135
 Seattle WA. 98104

- h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
- i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
- j. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.
- k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- l. Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

- 16. Administration. This Agreement shall be administered by the County Administrative Officer or his/her designee, and by the City Manager, or his/her designee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of January 1, 2018.

King County

City of _____

Dow Constantine
King County Executive

City Manager/Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

List of Exhibits

Exhibit A: Animal Services Description

Exhibit B: Control Service District Map Description

Exhibit B-1: Map of Control Service District

Exhibit C: Calculation of Estimated Payments

Exhibit C-1: Pre-Commitment Estimated 2018 Payment *(showing participation only by jurisdictions that have expressed interest in contracting for an additional 3 year term)*

Exhibit C-2: Estimated Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Pre-Commitment Estimated 2018 Payment

Exhibit C-3: Calculation of Budgeted Total Allocable Animal Services Costs, Budgeted Total Non-Licensing Revenue and Budget Net Allocable Animal Services Costs for 2018

Exhibit C-4: Calculation and Allocation of Transition Credit, Shelter Credit

Exhibit C-5: [Intentionally Omitted]

Exhibit C-6: Summary of Calculation Periods for Use and Population Components

Exhibit C-7: Payment and Calculation Schedule

Exhibit D: Reconciliation

Exhibit E: Enhanced Control Services Contract (Optional)

Exhibit F: Enhanced Licensing Support Contract (Optional)

Exhibit A
Animal Service Description

Part I: Control Services

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

1. Call Center

- a. The County will operate an animal control call center five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County will negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match the final choice of Control District service days.
- b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
- c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.

2. Animal Control Officers

- a. The County will divide the area receiving Control Services into three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 each will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
 - i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs shall be available for responding to calls within their assigned Control District and will not be generally available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts.

- ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.
- b. Control District boundaries are designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts ("host sites") in order to facilitate service and travel time improvements or efficiencies.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:
 - 1. Emergent animal bite,
 - 2. Emergent vicious dog,
 - 3. Emergent injured animal,
 - 4. Police assist calls—(police officer on scene requesting assistance from an ACO),
 - 5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
 - 6. Emergent animal cruelty.
- d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching of an ACO as necessary or available, all as determined necessary and appropriate in the sole discretion of the County. Particularly in the busier seasons of the year (spring through fall),

lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:

1. Non-emergent high priority events,
 2. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
 3. Trespass,
 4. Stray Dog/Cat/other animal confined,
 5. Barking Dog,
 6. Leash Law Violation,
 7. Deceased Animal,
 8. Trap Request,
 9. Female animal in season, and
 10. Owner's Dog/Cat/other animal confined.
- e. The Joint-City County Collaboration Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this **Exhibit A**, *except that* upon the recommendation of the Joint City-County Collaboration Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.
- f. In addition to the ACOs serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.
1. An animal control sergeant will provide oversight of and back-up for ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
 2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
 3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.
- g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.

- h. Contracting Cities may contract with King County for “Enhanced Control Services” through separate agreement (as set forth in **Exhibit E**); *provided that* a City may not purchase Enhanced Control Services under Option 1 as described in **Exhibit E** if such City is receiving a Transition Funding Credit and/or Shelter Credit.

Part II: Shelter Services

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County’s animal shelter in Kent (the “Shelter”) or other shelter locations utilized by the County, including related services described in this section.

Major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program). No major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated. Nor will any such capital project costs be allocated to the Contracting Cities during the term of this Agreement without prior agreement of the Contracting Cities.

1. Shelter Services

- a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
- b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.
- c. The County will maintain a volunteer/foster care function at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- d. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.

- f. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.
2. **Other Shelter services**
 - a. Dangerous animals will be confined as appropriate/necessary.
 - b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.
3. **Shelter for Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, Lake Forest Park, Kenmore ("Northern Cities"))**. For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), or other animal service providers the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynnwood (or other animal service providers), shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS (shelter in Lynnwood (or other animal service providers) for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, (or other animal service providers) and the County will refer residents of that City to PAWS (or other animal service providers) for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS (or other animal service providers) on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.
4. **County Contract with PAWS, or other animal service providers**. Nothing in this Agreement is intended to preclude the County from contracting with other entities to care for animals taken in by the County.
5. **Service to Persons who are not Residents of Contracting Cities**. The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

Part III: Licensing Services

Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.

1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4th Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County may seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents and on the County's public television channel.
5. The County will annually mail or E-mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Collaboration Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.

Exhibit B: Control Service District Map

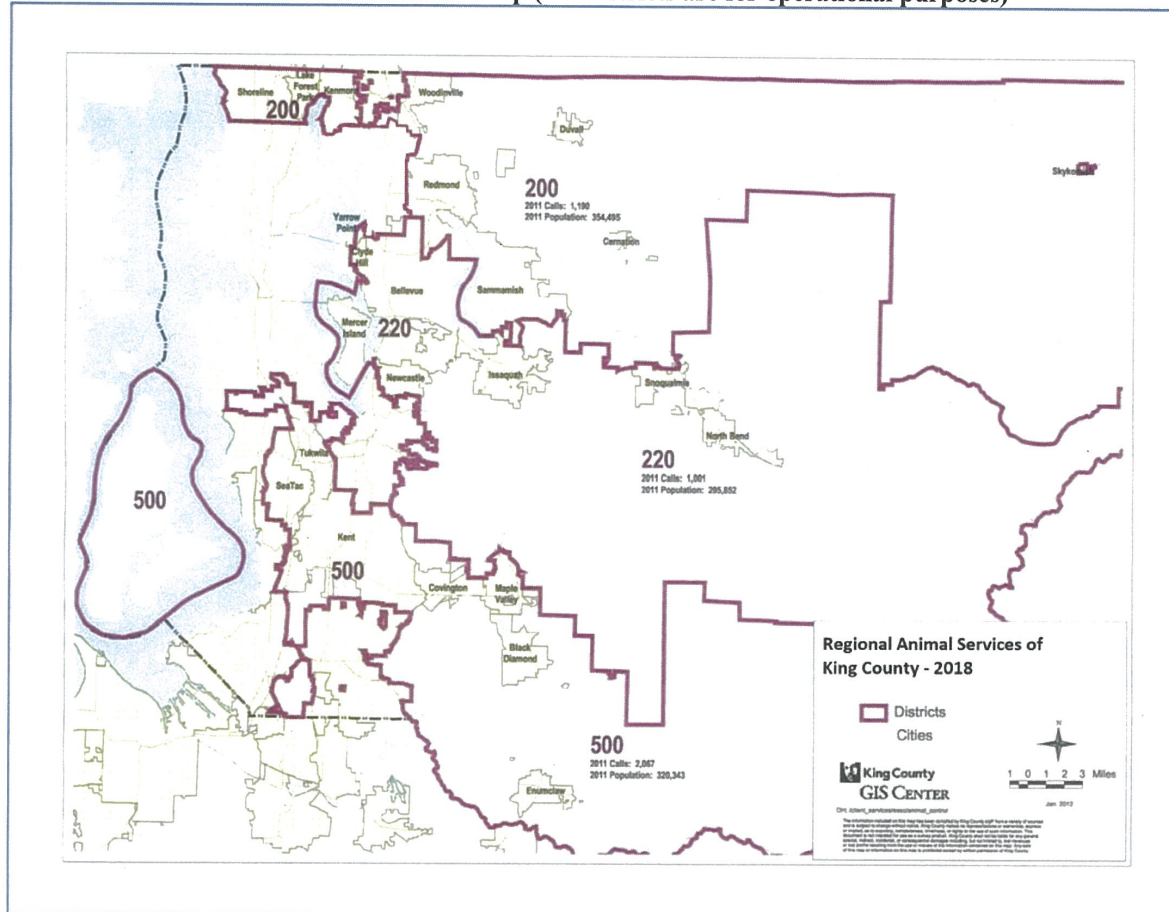
The attached map (**Exhibit B-1**) shows the boundaries of the 3 Control Service Districts.

The cities and towns included in each Control District are as follows:

<u>District 200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Woodinville Redmond Sammamish Duvall Carnation	<u>District 220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District 500 (Southern District)</u> Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on **Exhibit B-1**.

Exhibit B-1
RASKC Control District Map (* 3 Districts are for operational purposes)



***Note: 3 districts are for operational purposes; cost allocation is calculated combining all districts into one)**

Exhibit C

Calculation of Estimated Payments

The Estimated Payment is the amount, before reconciliation, owed by the City to the County (or owed by the County to the City if the amount calculated is less than \$0) for the provision of one (1) year of Animal Services, based on the formulas below.

In summary and subject to the more detailed descriptions below, an initial cost allocation is made for the Service Year (example 2018) based on the cost factors described in **Part 1** below; costs are offset by various revenues as described in **Part 2**. An annual reconciliation is completed as described in **Part 3**.

Based on the calculation process described in **Parts 1 and 2**, an “Estimated Payment” amount owed by each City for each Service Year is determined. Each Estimated Payment covers one (1) year of service. Payment for service is made by each City every August 15.

Part 1: Service Year Cost Allocation Process

- Control Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the number of calls for service attributable to each Contracting Party. Shelter Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the total shelter intake of animals attributable to each Contracting Party, except that cities contracting for shelter services with PAWS (or other animal service providers) will pay only a population-based charge.
- Licensing Services costs are to be allocated among all Contracting Parties, based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.

Part 2: Revenue and Other Adjustments to the Cost Allocation.

In 2018 and each Service Year thereafter, the costs allocable to each Contracting Party are reduced by various revenues and credits:

- Licensing revenue will be attributed to each Contracting Party based on the residency of the individual purchasing the license (see **Part 3** for reconciliation of Licensing Revenues). As Licensing Revenue and Non-Licensing Revenues change from year to year, the most recent historical actual data for these amounts will be incorporated to offset costs (See **Exhibit C-6** for calculation periods). Historical actual data shall be derived from the most recent complete

year, or the most recent December – November actual, whichever is more, unless otherwise approved by the Joint City County Collaboration Committee.

- Two credits are applicable to various Contracting Cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (fixed at 2013 level, payable annually through 2022) for cities with high per-capita costs and a Shelter Credit (for Contracting Cities with the highest per capita intakes (usage)) (adjusted annually as indicated in Exhibit C-4, payable annually through 2022,). The County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement. Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual Reconciliation calculation).
- All Contracting Cities may request Enhanced Licensing Support Services by executing a separate Enhanced Licensing Support Acknowledgement form with the County (**Exhibit F**). This support is subject to availability of County staff.
- In each Service Year subsequent to 2018, allocable costs are adjusted for each Contracting Party based on the actual increase or decrease in allocable costs from year to year for the whole Program. Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflation Cap. The Annual Budget Inflation Cap is the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities).
- In all Service Years, costs are also adjusted for annexations (in or out of the Program service area) of areas with a population of 2,500 or more and the shift in relative population shares among all Contracting Parties as a result of any Latecomer Cities.

Part 3: Reconciliation

- Estimated Payments are reconciled to reflect actual revenues as well as changes in population attributable to annexations of areas with a population of 2,500 or more (in or out of the Program) and the shifts in relative population among all Contracting Parties as a result of any Latecomer Cities. The Reconciliation occurs by June 30 of the following calendar year. The Reconciliation calculation and payment process is described in **Exhibit D**.

- The receipt of Transition Funding Credits or Shelter Credits can never result in the amount of the Estimated Reconciliation Adjustment Payment falling below \$0.
- If a jurisdiction's licensing revenues exceed its net costs payable under this Agreement, then in the annual reconciliation process, the excess licensing revenue is reallocated to offset the County's costs not included in the cost allocation model *provided that*, the determination of net costs shall be adjusted as follows: (1) for a Contracting City purchasing shelter services from PAWS (or other animal service provider); net costs includes consideration of the amounts paid by such City to PAWS (or other animal service provider); and (2) for a Contracting City purchasing Enhanced Control Services per Exhibit E, and/or purchasing Enhanced Licensing Support Services per Exhibit F, net costs includes consideration of the amounts paid for such services.

Part 4: Estimated Payment Calculation Formulas

For Each Service Year .

$$EP = [(EC + ES + EL) - (ELR + TC + SC)]$$

Where:

"EP" is the Estimated Payment. For Contracting Cities receiving a Transition Credit or Shelter Credit, the value of EP may not be less \$0.

"EC" or "Estimated Control Services Cost" is the City's estimated share of the Budgeted Net Allocable Control Services Cost for the Service Year. *See formula below for deriving "EC."*

"ES" or "Estimated Shelter Services Cost" is the City's estimated share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. *See formula below for deriving "ES."*

"EL" or "Estimated Licensing Services Cost" is the City's estimated share of the Budgeted Net Allocable Licensing Services Cost for the Service Year. *See formula below for deriving "EL."*

"ELR" is Estimated Licensing Revenue attributable to the City. For purposes of determining the Estimated Payment in Year 2018, ELR is based on the amount of revenue from each type of active license issued to City residents in 2016, or December 2015-November 2016, whichever is more (the "Calculation Period"). **Exhibit C-2** shows a preliminary estimate of 2016 Licensing Revenue; the numbers in this exhibit are subject to Reconciliation by June 30, 2019. Additional factors for Estimated Licensing Revenue:

For Contracting Cities that have executed an Enhanced Licensing Support Acknowledgement form per **Exhibit F**, ER is increased by adding the estimated net amount of revenue, if any, estimated to be derived as a result of enhanced licensing support provided to the City (the "Licensing Revenue Target" or "RT" less the estimated enhanced licensing support cost); this amount is shown in the column captioned "Estimated Revenue from Enhanced Licensing Support" on **Exhibit C-1**).

License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), which generally represents a very small fraction of overall revenue, is allocated amongst the Parties based on their respective percentages of ELR as compared to Total Licensing Revenue.

Notwithstanding the foregoing, "ELR" may be based on an *estimated* amount of licensing for the Service Year for the City if, in the reasonable judgment of the County, an estimated Licensing Revenue amount can be proposed that is likely to more closely approximate the actual Licensing Revenue for the Service Year than the data from the Calculation Period; *provided that* the use of any estimates shall be subject to the conditions of this paragraph. The County shall work with the Joint City-County Collaboration Committee to develop estimated Licensing Revenue amounts for all Contracting Cities for the upcoming Service Year. If the Joint City County Collaboration Committee develops a consensus proposal (agreement shall be based on the consensus of those Contracting Cities present at the Joint City-County Collaboration Committee meeting in which Licensing Revenue estimates are presented in preparation for the December 15 Estimated Payment Calculation notification), it shall be used in developing the December 15 Final Estimated Payment Calculation. If a consensus is *not* reached, the County shall apply the actual Licensing Revenue from the Calculation Period for the Service Year to determine the Preliminary Estimated Payment.

"TC" is the **Transition Funding Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

"SC" is the **Shelter Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“B” is the “**Budgeted Total Net Allocable Costs**” estimated for the Service Year for the provision of Animal Services which are allocated among all the Contracting Parties for the purposes of determining the Estimated Payment. The Budgeted Total Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue**. The Budgeted Total Allocable Costs *exclude* any amount expended by the County as Transition Funding Credits, or Shelter Credits (described in **Exhibit C-4**), or to provide Enhanced Licensing Support Services (described in **Section 7**). A preliminary calculation (by service area—Control, Shelter, Licensing) of Budgeted Total Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Pre-Commitment Estimated 2018 Payments is set forth in **Exhibit C-3**.

“**Total Licensing Revenue**” means all revenue received by the County’s Animal Services Program attributable to the sale of pet licenses excluding late fees, refunds and rebates. With respect to each Contracting Party, the amount of “**Licensing Revenue**” is the revenue generated by the sale of pet licenses to residents of the jurisdiction, excluding late fees, refunds and rebates. (With respect to the County, the jurisdiction is the unincorporated area of King County.)

“**Total Non-Licensing Revenue**” means all revenue from fines, forfeitures, and all other fees and charges imposed by the County’s Animal Services program in connection with the operation of the Program, *but excluding* **Total Licensing Revenue, Designated Donations, grants, or** entrepreneurial activities.

“**Designated Donations**” mean donations from individuals or other third parties to the County made for the purpose of supporting specific operations, programs or facilities within the Animal Services Program.

“**Enhanced Licensing Support Services**” means activities or funding to be undertaken in specific cities to enhance licensing revenues, per **Section 7** and **Exhibit F**.

“**Annual Budget Inflator Cap**” means the maximum amount by which the Budgeted Total Allocable Costs may be increased from one Service Year to the next Service Year, and year to year, which is calculated as the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities), as identified by comparing the two most recently published July OFM city and county population reports. The cost allocations to

individual services (e.g. Control Services, Shelter Services or Licensing Services) or specific items within those services may be increased or decreased from year to year in so long as the Budgeted Total Annual Allocable Costs do not exceed the Annual Budget Inflator Cap.

“Service Year” is the calendar year in which Animal Services are/were provided.

“Calculation Period” is the time period from which data is used to calculate the Estimated Payment. The Calculation Period differs by formula component and Service Year. **Exhibit C-6** sets forth in table form the Calculation Periods for all formula factors for the Service Years.

“Population” with respect to any Contracting Party for Service Year 2018 means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population used for purposes of allocating state shared revenues in the subsequent calendar year (typically published by OFM each July, reflecting final population estimates *as of April of the same calendar year*). For each Service Year, the OFM reported population will be adjusted for annexations of 2,500 or more residents known to be occurring after April, 2017 and before the end of the Service Year. *For example*, when the final Estimated Payment calculation for 2018 is provided on December 15, 2017, the population numbers used will be from the OFM report issued in July 2017 and will be adjusted for all annexations of 2,500 or more residents that occurred (or are known to be occurring) between April 1, 2017 and December 31, 2018. In any Service Year, if: (1) annexations of areas with a population of 2,500 or more people occurs to impact the population within the jurisdiction of a Contracting Party; or (2) a Latecomer City is brought under contract with the County, these changes shall be accounted for in the calculation of the Estimated Payment for such Service Year. Such adjustment shall be made at the next occurring possibility (e.g., at calculation of the Final Estimated Payment, or Reconciliation, whichever is soonest). The adjustment will be made on a *pro rata* basis to reflect the portion of the year in which the population change was in effect.

- The population of an annexed area will be as determined by the Boundary Review Board, in consultation with the annexing city. The population of the unincorporated area within any District will be determined by the County’s demographer.
- In the case of a Latecomer City, the population shall be similarly adjusted among all Contracting Parties in the manner described above for annexations, by considering the change in population between all Contracting Parties *attributable solely* to the Latecomer City becoming a Contracting Party.

Exhibit C-1 shows the calculation of Pre-Commitment EP for Service Year 2018 assuming that the County and all Cities that have expressed interest in signing this Agreement as of December 31, 2016, do in fact approve and sign the Agreement.

Component Calculation Formulas (used in each Service Year):

Estimated Control (EC) Services Costs is calculated as follows:

$$EC = ((C \times .8) \times ACFS) + ((C \times .2] \times Pop\%)$$

Where:

“C” is the **Budgeted Net Allocable Control Services Cost** for the Service Year, which equals the County’s Budgeted Total Allocable Costs for Control Services in the Service Year, *less* the Budgeted Total Non-Licensing Revenue attributable to Control Services in the Service Year (for example, fines issued in the field). For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Allocable Control Services Cost is \$1,979,509., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payment for 2018 and each Service Year.

“ACFS” is the total Average annual number of Calls for Service during the Calculation Period for the Service Year for Control Services originating within the City *expressed as a percentage* of the ACFS for all Contract Parties.. A Call for Service is defined as a request from an individual, business or jurisdiction for a control service response to a location within the City, or a response initiated by an Animal Control Officer in the field, which is entered into the County’s data system (at the Animal Services call center or the sheriff’s dispatch center acting as back-up to the call center) as a request for service. Calls for information, hang-ups and veterinary transfers are not included in the calculation of Calls for Service. A response by an Animal Control Officer pursuant to an Enhanced Control Services Contract will not be counted as a Call for Service. For purposes of determining the Estimated Payment for each Service Year, the Calculation Period for CFS is the rolling annual average based on the most recently completed three (3) calendar years actual usage. For example 2014-2016 for 2018 Service Year. **Exhibit C-2** shows a preliminary estimate of **CFS** for 2014-2016, used to determine the Pre-Commitment Estimated 2018 Payment; the numbers in this Exhibit C-2 are subject to Reconciliation by June 30, 2017.

“Pop%” is the Population of the City or unincorporated County, expressed as a percentage of the Population of all Contracting Parties.

Estimated Shelter (ES) cost for each Service Year is calculated as follows:

If, as of the effective date of this Agreement, the City has entered into a contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood, WA, (or other animal service provider), then, for so long as such contract remains in effect, the City will not pay a share of shelter costs associated with shelter usage ("A" as defined below) and instead the Estimated Payment will include a **population-based charge only**, reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .2 \times \text{Pop}\%)$$

If the City **does not** qualify for the population-based shelter charge only, ES is determined as follows:

$$ES = (S \times .2 \times \text{Pop}\%) + (S \times .8 \times \text{AA})$$

Where:

"S" is the Budgeted Net Allocable Shelter Services Cost for the Service Year, which equals the County's Budgeted Total Allocable Costs for Shelter Services *less* Budgeted Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties). For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Allocable Shelter Services Cost is \$2,960,088., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payments for 2018 and for each Service Year.

"Pop%" is the population of the City, or unincorporated County, expressed as a percentage of the Population of all Contracting Parties.

"AA" is the animal intakes that were: (1) picked up by County Animal Control Officers from within the City, (2) delivered by a City resident to the County shelter, or (3) delivered to the shelter that are owned by a resident of the City, averaged during the Calculation Period and *expressed as a percentage* of the total number of animals in the County Shelter during the Calculation Period. For purposes of calculating the Estimated Payment for each Service Year, the Calculation Period for "AA" is the rolling annual average based on the most recently completed three (3) calendar years (for example 2014-2016 for Service Year 2018)(actual usage). **Exhibit C-2** shows a preliminary estimate of "A" for 2014-2016 used to determine the Pre-Commitment Estimated 2018 Payments; the numbers in this exhibit are subject to Reconciliation by June 30, 2017.

Estimated Licensing (EL) cost for each Service Year is calculated as follows:

$$EL = (L \times .2 \times \text{Pop}\%) + (L \times .8 \times \text{ALI})$$

Where:

"L" is the Budgeted Net Licensing Services Cost for the Service Year, which equals the County's Budgeted Total Allocable Costs for License Services in the Service Year *less* Budgeted Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Licensing Cost is \$686,512., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payments for 2018 and each Service Year.

"Pop%" is the Population of the City expressed as a percentage of the population of all Contracting Parties.

"ALI" (Average Licenses Issued) is the number of active paid regular pet licenses (e.g., excluding 'buddy licenses' or temporary licenses) issued to City residents during the Calculation Period. For purposes of calculating the Estimated Payment for each Service Year, the Calculation Period for **"ALI"** is the rolling annual average based on the most recently completed three (3) calendar years actual usage. For example 2014-2016 for 2018 Service Year.. **Exhibit C-2** shows a preliminary estimate of **"ALI"** to be used for calculating the Pre-Commitment Estimated 2018 Payments; the numbers in this Exhibit are subject to reconciliation by June 30, 2017.

Regional Animal Services of King County -DRAFT C-1

2018 Estimated Payment Calculation (Draft)

Jurisdiction	Cost Allocation				Pet Licensing Revenue*	Estimated Net Cost	Credits	Enhanced Licensing Net Revenue (est'd)	Net Final Cost
	Field Cost	Shelter Cost	Licensing Cost	Total Cost					
	(a)	(b)	(c)	a+b+c = (d)	(e)	e - d = (f)	(g)	(h)	(f+g+h = (i))
Beaux Arts	\$ 447	\$ 388	\$ 281	\$ 917	\$ 1,271	\$ 354	\$ -		\$ 354
Bellevue	\$ 165,398	\$ 186,770	\$ 95,183	\$ 447,350	\$ 373,682	\$ (73,668)	\$ -		\$ (73,668)
Black Diamond	\$ 9,188	\$ 38,017	\$ 4,031	\$ 51,236	\$ 15,765	\$ (35,471)	\$ 5,816		\$ (9,655)
Carnation	\$ 4,628	\$ 4,837	\$ 1,743	\$ 11,207	\$ 7,999	\$ (3,208)	\$ 552		\$ (2,656)
Clyde Hill	\$ 3,210	\$ 2,534	\$ 1,996	\$ 7,741	\$ 7,448	\$ (293)	\$ -		\$ (293)
Covington	\$ 61,463	\$ 109,188	\$ 17,754	\$ 188,385	\$ 88,655	\$ (99,730)	\$ 52,621		\$ (47,109)
Duval	\$ 13,708	\$ 11,401	\$ 6,125	\$ 31,233	\$ 25,031	\$ (6,202)	\$ -		\$ (6,202)
Enumclaw	\$ 41,052	\$ 51,268	\$ 10,293	\$ 102,614	\$ 45,077	\$ (57,537)	\$ 26,546		\$ (30,991)
Issaquah	\$ 63,302	\$ 40,710	\$ 19,444	\$ 123,455	\$ 72,357	\$ (51,098)	\$ -		\$ (51,098)
Kenmore	\$ 47,880	\$ 14,016	\$ 19,017	\$ 80,913	\$ 80,879	\$ 34	\$ -		\$ 34
Kent	\$ 328,893	\$ 860,393	\$ 77,478	\$ 1,266,764	\$ 356,270	\$ (910,494)	\$ 547,583		\$ (362,911)
Lake Forest Park	\$ 24,688	\$ 8,126	\$ 11,372	\$ 44,185	\$ 44,144	\$ (41)	\$ -		\$ (41)
Maple Valley	\$ 61,112	\$ 71,308	\$ 21,307	\$ 153,727	\$ 94,772	\$ (58,955)	\$ 6,027		\$ (52,928)
Mercer Island	\$ 21,488	\$ 22,208	\$ 14,911	\$ 58,607	\$ 55,155	\$ (3,452)	\$ -		\$ (3,452)
Newcastle	\$ 20,060	\$ 14,315	\$ 7,770	\$ 42,144	\$ 34,419	\$ (7,725)	\$ -		\$ (7,725)
North Bend	\$ 13,348	\$ 15,151	\$ 6,363	\$ 34,863	\$ 24,262	\$ (10,601)	\$ 1,376		\$ (9,225)
Redmond	\$ 67,148	\$ 70,494	\$ 34,638	\$ 172,280	\$ 128,550	\$ (43,730)	\$ -		\$ (43,730)
Sammamish	\$ 648,70	\$ 58,289	\$ 40,364	\$ 747,353	\$ 156,757	\$ (590,596)	\$ -		\$ (590,596)
SeaTac	\$ 91,581	\$ 237,977	\$ 13,430	\$ 342,988	\$ 43,288	\$ (299,701)	\$ 146,076		\$ (153,625)
Shoreline	\$ 111,659	\$ 34,532	\$ 38,389	\$ 184,580	\$ 143,408	\$ (41,172)	\$ -		\$ (41,172)
Snoqualmie	\$ 18,983	\$ 20,483	\$ 8,319	\$ 47,786	\$ 32,462	\$ (15,324)	\$ -		\$ (15,324)
Tukwila	\$ 68,213	\$ 177,656	\$ 9,487	\$ 255,356	\$ 32,550	\$ (222,806)	\$ 112,017		\$ (110,789)
Woodinville	\$ 18,015	\$ 7,266	\$ 8,119	\$ 33,400	\$ 32,487	\$ (913)	\$ -		\$ (913)
Yarrow Pt	\$ 1,079	\$ 653	\$ 734	\$ 2,465	\$ 2,719	\$ 254	\$ -		\$ 254
Unincorp. King County	\$ 658,097	\$ 921,327	\$ 217,965	\$ 1,797,389	\$ 860,267	\$ (937,122)	\$ -		\$ (937,122)
Total	\$ 1,979,509	\$ 2,960,088	\$ 886,512	\$ 5,826,109	\$ 2,770,684	\$ (3,055,425)	\$ 898,614	\$ -	\$ (1,956,811)

Summary	Field Cost	Shelter Cost	Licensing Cost	Total Cost
Budgeted Total Allocable Cost	\$ 2,121,959	\$ 3,088,288	\$ 763,512	\$ 5,973,759
Budgeted Non-Licensing Revenue	\$ 142,450	\$ 128,200	\$ 77,000	\$ 347,650
Budgeted New Regional Revenue	\$ -	\$ -	\$ -	\$ -
Budgeted Net Allocable Cost	\$ 1,979,509	\$ 2,960,088	\$ 886,512	\$ 5,826,109

*Pet License assumption based on 2016 Actual (Preliminary)

Note: Estimated for Precommitment period based on most current data. 2018 Final Estimated Payment Calculation will be issued per the terms of the 2018 IIA

Regional Animal Services of King County
Draft 1-20-17

Exhibit C-2

Population, Calls for Service, Shelter Intakes, and Licenses Issued - Data by Jurisdiction -
Used to Derive the Precommitment 2018 Estimated Cost Allocation

Jurisdiction	2016 Population	Average Calls for Service 2014 - 2016	Average Intakes 2014 - 2016	Average Licenses Issued 2014 - 2016
Beaux Arts	300	1	-	40
Bellevue	139,400	333	162	12,605
Black Diamond	4,305	23	25	573
Carnation	1,850	12	6	248
Clyde Hill	3,060	6	1	261
Covington	18,750	167	159	2,529
Duvall	7,425	33	11	849
Enumclaw	11,410	113	72	1,453
Issaquah	34,590	152	31	2,425
Kenmore	22,320	120	-	2,654
Kent	124,500	862	1,277	9,990
King County (Uninc'd)*	245,920	1,729	1,252	30,662
Lake Forest Park	12,940	60	-	1,597
Maple Valley	24,790	158	91	2,979
Mercer Island	23,660	36	12	1,930
Newcastle	11,090	48	12	1,036
North Bend	6,570	33	18	910
Redmond	60,560	130	53	4,346
Sammamish*	61,250	122	34	5,293
SeaTac	27,810	249	360	1,579
Shoreline	54,990	276	-	5,114
Snoqualmie	13,110	42	20	1,079
Tukwila	19,540	187	270	1,118
Woodinville	11,570	41	-	1,083
Yarrow Pt	1,040	2	-	98
Grand Total	942,750	4,935	3,866	92,451

Notes: 3-Year Average is rounded to nearest whole number. (2016 Source data based on preliminary usage count)

Final usage data (2014-2016) and population data for 2017 will be used to update and determine the Final 2018 Payment Calculation

Source: WA ST Office of Financial Management (population), Regional Animal Services of King County (usage)

*Usage adjusted for 2016 Klahanie Annexation

Regional Animal Services of King County
1-20-2017

Exhibit C-3**Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

This Exhibit Shows the Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs to derive Pre-Commitment Estimated 2018 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2018 only and except as otherwise expressly provided in the Agreement may change from year to year as the County determines may be appropriate to achieve efficiencies, etc.

Control Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2018 Control Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$161,969
2	Direct Service Field Staff Costs	\$799,269
3	Call Center Direct Service Staff Costs	\$268,415
4	Overtime, Duty, Shift Differential and Temp Costs	68,340
5	Facilities Costs	8,055
6	Office and Other Operational Supplies and Equipment	\$17,500
7	Printing, Publications, and Postage	\$23,000
8	Medical Costs	\$50,000
9	Other Services	\$75,000
10	Transportation	\$200,981
11	Communications Costs	39,336
12	IT Costs and Services	\$126,625
13	Misc Direct Costs	\$90,536
14	General Fund Overhead Costs	47,140
15	Division Overhead Costs	\$121,798
16	Other Overhead Costs	23,995
	2018 Budgeted Total Allocable Control Services Cost	\$2,121,959
17	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$142,450
	2018 Budgeted Net Allocable Control Services Cost	\$1,979,509

NOTES:

- 4 These additional salary costs support complete response to calls at the end of the day, limited response to emergency calls after hours, and extra help during peak call times.
- 5 Facilities costs include maintenance and utilities for a portion (5%) of the Kent Shelter (which houses the call center staff operations and records retention as well as providing a base station for field officers).
- 6 This item includes the office supplies required for both the call center as well as a wide variety of non-computer equipment and supplies related to animal control field operations (e.g., uniforms, tranquilizer guns, boots, etc.).
- 7 This cost element consists of printing and publication costs for various materials used in the field for animal control.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services.
- 9 Services for animal control operations vary by year but consist primarily of consulting vets and laboratory costs associated with cruelty cases.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of the animal care and control vehicles and cabs, fuel, and reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 13 Miscellaneous direct costs consist of all animal control costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 15 Other overhead costs include IT, telecommunications, finance, and property services.
- 16 Non-licensing revenue attributable to field operations include animal control violation penalties, charges for field pickup of deceased/owner relinquished animals, and fines for failure to license.

Shelter Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2018 Shelter Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$242,954
2	Direct Service Shelter Staff Costs	\$1,349,896
3	Direct Service Clinic Staff Costs	\$311,401
4	Overtime, Duty, Shift Differential and Temp Costs	\$121,686
5	Facilities Costs	\$151,916
6	Office and Other Operational Supplies and Equipment	\$145,166
7	Printing, Publications, and Postage	\$11,000
8	Medical Costs	\$150,000
9	Other Services	122,500
10	Transportation	\$13,132
11	Communications Costs	\$1,200
12	IT Costs and Services	\$99,009
13	Misc Direct Costs	\$70,300
14	General Fund Overhead Costs	\$83,923
15	Division Overhead Costs	\$207,655
16	Other Overhead Costs	\$6,550
	2018 Budgeted Total Allocable Shelter Services Cost	\$3,088,288
17	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$128,200
8		
	2018 Budgeted Net Allocable Shelter Services Cost	\$2,960,088

NOTES:

- 5 Facilities costs include maintenance and utilities for the majority (95%) of the Kent Shelter (which also houses the call center staff operations and records retention as well as providing a base station for field officers).
- 6 This item includes the office supplies as well as a wide variety of non-computer equipment and supplies related to animal care (e.g., uniforms, food, litter, etc.).
- 7 This cost element consists of printing and publication costs for various materials used at the shelter.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services as well as the cost for consulting vets, laboratory costs, medicine, and vaccines.

- 9 Services for animal shelter operations vary by year but include costs such as shipping of food and sheltering of large animals.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of and fuel for the animal care and control vehicles used by the shelter to facilitate adoptions, as well as reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone and radio. Information technology direct costs include IT equipment replacement as well as direct services costs.
- 12 Miscellaneous direct costs consist of all animal care costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 13 General fund overhead costs included in this model include building occupancy charges and HR/personnel services.
- 14 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 15 Other overhead costs include IT, telecommunications, finance, and property services.
- 16 Non-licensing revenue attributable to sheltering operations include impound fees, microchip fees, adoption fees, and owner relinquished euthanasia fees.

Licensing Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2018 Licensing Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$52,291
2	Direct Service Licensing Staff Costs	\$404,377
3	Overtime, Duty, Shift Differential and Temp Costs	\$7,742
4	Facilities Costs	\$14,000
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$81,700
7	Other Services	\$37,109
8	Communications Costs	\$2,000
9	IT Costs and Services	\$76,424
10	Misc Direct Costs	\$1,966
11	General Fund Overhead Costs	\$19,160
12	Division Overhead Costs	\$42,280
13	Other Overhead Costs	\$21,163
	2018 Budgeted Total Allocable Licensing Services Cost	\$763,512
14	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$77,000
	8	
	2018 Budgeted Net Allocable Licensing Services Cost	\$686,512

NOTES:

- 4 Facilities costs include maintenance and utilities for the portion of the King County Administration building occupied by the pet licensing staff and associated records.
- 5 This item includes the office supplies required for the licensing call center.
- 6 This cost element consists of printing, publication, and distribution costs for various materials used to promote licensing of pets, including services to prepare materials for mailing.
- 7 Services for animal licensing operations include the purchase of tags and monthly fees for online pet licensing hosting.
- 8 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 9 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 10 Miscellaneous direct costs consist of all pet licensing costs not listed above including but not limited to training, certification, transportation, and bad checks.
- 11 General fund overhead costs included in this model include building occupancy charges and HR/personnel services.

- 12 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 13 Other overhead costs include IT, telecommunications, finance, and property services.
- 14 Non-licensing revenue attributable to licensing operations consists of licensing late fees.

Exhibit C-4**Calculation and Allocation of Transition Funding Credit ("TC"), and Shelter Credit ("SC")****A. Transition Funding Credit**

The Transition Funding Credit as originally calculated in the 2010 Agreement offset costs to certain Contracting Cities that would have otherwise paid the highest per capita costs for Animal Services in 2010. The credit was scheduled on a declining basis over four years (2010-2013). In this Agreement, the Contracting Cities qualifying for this credit are listed in Table 1 below; these cities will receive the credit at the level calculated for 2013 in the 2010 Agreement for each Service Year, provided that, application of the credit can never result in the Estimated Payment Amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment). The allocation of the Transition Funding Credit is shown in **Table 1** below.

Table 1: Transition Funding Credit – Annual Amount to be allocated each year

Jurisdiction	Transition Funding Credit
Carnation	\$552
North Bend	\$1,376
Kent	\$110,495
SeaTac	\$7,442
Tukwila	\$5,255
Black Diamond	\$1,209
Covington	\$5,070
Enumclaw	\$11,188
Maple Valley	\$6,027

Note: The Transitional Funding Credit is the same regardless of which cities sign the Agreement.

During Reconciliation, if a City receiving Transition Funding Credit is due a refund as a result of more revenue being collected than was anticipated in the Final Estimated Payment Calculation for the Service Year, the refund amount shall first be applied to reduce the Transition Funding Credit and Shelter Credit until reduced to zero, upon which any excess shall be used to adjust the City's net final cost until the Net Final Cost is zero.

B. Shelter Credit

The Shelter Credit is designed to offset costs for those Contracting Cities whose per capita average shelter intakes ("AA") exceed the average for all Contracting Parties. During the initial term of this Agreement, a total of \$750,000 will be applied as a credit in each Service Year to Contracting Cities whose per capita average shelter intakes ("AA") exceeds the average for all Contracting Parties; *provided that* application of the Shelter Credit can never

result in the Estimated Payment amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment.) The Shelter Credit shall be calculated annually as part of the Final Estimated Payment Calculation provided prior to the Service year. The Shelter Credit shall be determined based on the City's relative per capita three (3) year average of animal intakes ("AA") in excess of the three (3) year average for all contracting parties for the same period. The County will consider providing the Shelter Credit in the second term at the same level as for the initial term.

Table 3: Shelter Credit Allocation—2018

Regional Animal Services of King County

Proposed Credit Distribution (3Yr Average Intakes) (2016 Population)

Jurisdiction	District	2016 Pop	Average Intakes (2014-2016)	Intake per Capita	Difference between 3 Yr Avg and System Average per Capita	Intake over the Per capita System Avg.	Pro Rata % of Jurisdiction Intake over the average (Est. KC)	Pro Rata Allocation of Shelter Credit
Carnation	200	1,850	6.00	0.0032	(0.0005)	1		
Duwamish	200	7,425	11.00	0.0015	(0.0024)	18		
Kennore	200	22,320	-	-	(0.0005)	86		
Kirkland*	200	84,680	52.00	0.0011	(0.0002)	234		
Lake Forest Park	200	12,940	-	-	(0.0005)	50		
Redmond	200	60,560	53.00	0.0009	(0.0003)	180		
Sammamish	200	61,250	28.00	0.0005	(0.0004)	203		
Shoreline	200	54,550	-	-	(0.0005)	212		
Woodinville	200	11,570	-	-	(0.0005)	45		
Beaux Arts	220	300	-	-	(0.0005)	-		
Bellvue	220	139,400	162.00	0.0012	(0.0007)	375		
Clyde Hill	220	3,050	1.00	0.0003	(0.0005)	11		
Issaquah	220	34,550	31.00	0.0009	(0.0003)	102		
Mercer Island	220	23,650	12.00	0.0005	(0.0003)	79		
Newcastle	220	11,050	12.00	0.0011	(0.0002)	31		
North Bend	220	6,570	18.00	0.0027	(0.0011)	7		
Snoqualmie	220	13,110	20.00	0.0015	(0.0002)	30		
Yarrow Point	220	1,040	-	-	(0.0005)	4		
Kent	500	124,500	1,217.00	0.0103	0.0064	(785)	58.25%	\$ 437,095
SeaTac	500	27,810	350.00	0.0129	0.0091	(253)	18.48%	\$ 135,507
Tukwila	500	19,540	210.00	0.0138	0.0100	(185)	14.23%	\$ 105,736
Black Diamond	500	4,305	25.00	0.0058	0.0020	(50)	0.62%	\$ 4,515
Coungton	500	18,750	155.00	0.0065	0.0045	(87)	6.34%	\$ 47,556
Everett	500	11,410	72.00	0.0063	0.0025	(22)	2.05%	\$ 15,377
Maple Valley	500	24,750	91.00	0.0037	(0.0002)	4		\$ -
King County Unincorp*	All	245,500	1,257.00	0.0061	0.0013	(310)		
Total		1,027,430	8.67	0.0035		0	(1,350)	100% \$ 750,000
Average:	System Per Capita Average [Intakes/Population]		0.0035	Credit to be applied: 750,000				

Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway. System average is calculated by dividing the sum of each jurisdiction's annual average intakes over a rolling three year period divided by the total population.

*Unincorporated King County intakes include non-RAS intakes.

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1/25/2017

During Reconciliation, if a City receiving Shelter Funding Credit is due a refund as a result of more revenue being collected than was anticipated in the Final Estimated Payment Calculation for the Service Year, the refund amount shall first be applied to reduce the Transition Funding Credit and Shelter Credit until reduced to zero, upon which any excess shall be used to adjust the City's net final cost until the Net Final Cost is zero.

Exhibit C-5:

[Intentionally Omitted]

Exhibit C-6:**Summary of Calculation Periods for Use and Population Components**

This Exhibit restates in summary table form the Calculation Periods used for calculating the usage and population components in the formulas to derive Estimated Payments. *See Exhibit C* for complete formulas and definitions of the formula components.

ELR is Estimated Licensing Revenue attributable to the City

ACFS (Average Calls for Service) is the rolling three (3) year average number of Calls for Service originating in the City

AA (Average Animals) is the rolling three (3) year average number of animals in the shelter attributable to the City

ALI (Average Licenses Issued) is the Rolling three (3) year average number of active paid regular pet licenses issued to City residents

Pop is Population of the City expressed as a percentage of all Contracting Parties;

Calculation Periods -- Service Year 2018

Component		Estimated 2018 Payment (final) (published December 15 2017)	Reconciliation Payment Amount (determined by June 2019)
ELR (Estimated Revenue)		> of December 2016– November 2017 just prior to Service Year or 2016 Actual	Actual Licensing Revenue 2018
ACFS (Avg. Calls for Service)		Three (3) year rolling average (2014, 2015, 2016)	N/A
AA (Avg. Animal intakes)		Three (3) year rolling average (2014, 2015, 2016)	N/A
ALI (Avg. Licenses Issued)		Three (3) year rolling average (2014, 2015, 2016)	N/A

Pop, (Population)		OFM April 2017, adjusted for all annexations $\geq$ 2,500 occurring (and Latecomer Cities joining) after April 2017 and before the end of 2018	Same, adjusted for all annexations $\geq$ 2,500 occurring (and Latecomer Cities joining) after April 2017 and before the end of 2018
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Calculation Periods: Service Year 2019 and subsequent Service Years

Component		Estimated (Service Year) Payment (published December 15 prior to Service Year)	Reconciliation Payment Amount (determined by June 30 following each Service Year)
ELR		> of December- November just prior to Service Year or previous complete calendar year	Actual Licensing Revenue (Service Year)
ACFS		Three (3) year rolling average (2014, 2015, 2016)	N/A
AA		Three (3) year rolling average (2014, 2015, 2016)	N/A
ALI		Three (3) year rolling average (2014, 2015, 2016)	N/A
Pop,		OFM April prior to prior to Service Year, adjusted for all annexations $\geq$ 2,500 and/or Latecomer Cities joining that are known to take effect prior to or during the Service Year.	Same, adjusted for all annexations $\geq$ 2,500 and/or Latecomer Cities joining, occurring prior to or during the Service Year.

If the Agreement is extended for a second term, calculated cost and reconciliation shall be developed in a manner comparable to Service Year 2019 as shown above.

Exhibit C-7
Payment and Calculation Schedule

Service Year 2018

Item	Date
Final Estimated 2018 Payment calculation provided to City by County	December 15, 2017
2018 Estimated Payment due	August 15, 2018
2018 Reconciliation Adjustment Amount calculated	On or before June 30, 2019
2018 Reconciliation Adjustment Amount payable	On or before August 15, 2019

Service Year 2019 and subsequent years

Item	Date
Final Estimated 2019 Payment calculation provided to City by County	December 15, 2018 (December 15 prior to start of Service Year)
2019 Estimated Payment due	August 15, 2019 (August 15 of Service Year)
2019 Reconciliation Adjustment Amount calculated	On or before June 30, 2020 (by June 30 immediately following the Service Year)
2019 Reconciliation Adjustment Amount Payable	August 15, 2020 (by August 15 immediately following the Service Year)

The schedule is developed in the same manner as described above for all Service Years unless otherwise noted in the Agreement.

Additional timelines are in place to commence and complete negotiations for an extension of the Agreement:

Notice of Intent by one or more of the Parties to opt out of the automatic extension for an additional five (5) year term.	June 30, 2021
Deadline for written agreement to Contingent Extension (per section 4(b))	March 22, 2022

See Section 4 of Agreement for additional details on Extension of the Agreement Term for an additional five (5) year term.

Dates for remittal to County of pet license sales revenues processed by Contracting Cities (per section 3.c)	Not less than monthly, 15 days following the end of the calendar month.
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Requests for Enhanced **Licensing Revenue Support Services** in a Service Year may be made at any time on or before December 1, prior to the Service Year, unless mutually agreed to by the County and City.

Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual licensing and non-licensing revenue, and various credits, as compared to the estimates of such revenues and credits incorporated in the Estimated Payment calculations, and to adjust for population changes resulting from annexations of areas with a population of over 2,500 (if any) and the addition of Latecomer Cities. To accomplish this, an “**Adjusted Net Final Cost**” (“ANFC”) calculation is made each June for each Contracting Party as described below, and then adjusted for various factors as described in this **Exhibit D**.

As noted in **Section 7** of the Agreement, the Parties intend that receipt of Animal Services should not be a profit-making enterprise. When a City receives revenues in excess of its costs under this Agreement (including costs of PAWS or other animal service providers, if applicable), such excess will be reinvested to reduce costs incurred by the County. The cost allocation formulas of this Agreement are intended to achieve this outcome.

Terms not otherwise defined here have the meanings set forth in **Exhibit C** or the body of the Agreement.

Calculation of ANFC and Reconciliation Adjustment Amount

The following formula will be used to calculate the Reconciliation Adjustment Amount, which shall be payable by August 15. The factors in the formula are defined below. As described in paragraphs A and B, the subscript “0” denotes the initial calculation; subscript “1” denotes the final calculation.

ANFC ₀ =	Actual Revenue	+	Transition Credit	+	Shelter Credit	-	Cost Allocation	-	Other Services Charge	
	AR		TC		SC		CA		OSC	

$$\text{ANFC}_0 = \text{AR} + \text{TC} + \text{SC} - \text{CA} - \text{OSC}$$

- A. If $\text{ANFC}_0 \geq 0$, i.e., revenues and credits are greater than costs (adding the cost factor “OSC” in the formula for Contracting Cities purchasing shelter services from PAWS (or other animal service providers) and/or purchasing Enhanced Control Services and/or Enhanced Licensing Support Services), then:

$ANFC_1 = 0$, i.e., it is *reset to zero* and the difference between $ANFC_0$ and $ANFC_1$ is set aside by the County (or, if the revenues are not in the possession of the County, then the gap amount is payable by the City to the County by August 15) and **all such excess amounts from all Contracting Parties where $ANFC_0 \geq 0$ are allocated to the County to offset costs incurred by the County that are not included in the cost allocation model (excluding unincorporated area only costs)**. Contracting Parties for which $ANFC_0 \geq 0$ do not receive a reconciliation payment.

- B. If $ANFC_0 < 0$, i.e., costs are greater than revenues (*without* considering “W” for those Contracting Cities purchasing shelter services from PAWS, (or other animal service providers) Enhanced Control Services, and/or Enhanced Licensing Support Services), then the negative dollar amount is not “reset” and $ANFC_1$ is the same as $ANFC_0$.
- C. If, $ANFC_1 < \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the County to the City no later than August 15, except that if a City is receiving a Transition Credit and/or a Shelter Credit, the difference shall be used to offset the Credit (s) until the Credit (s) are reduced to zero, at which point the remaining difference shall be paid by the County to the City; if $ANFC_1 > \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the City to the County no later than August 15.

Where:

“AR” is **Actual Licensing Revenue, less refunds and rebates**, attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year. (License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), will be allocated amongst the Parties based on their respective percentages of total AR).

“TC” is the Transition Funding Credit, if any, for the Service Year.

“SC” is the Shelter Credit, if any, for the Service Year.

“OSC” Other Services Charge is the actual amount paid by a City receiving shelter services to PAWS (or other animal service providers) for such services during the Service Year, if any, plus the actual amount paid or owed by a City to the County for the purchase of Enhanced Control Services and/or Enhanced Licensing Support Services, during the Service Year, if any.

"CA" is the **"Cost Allocation"** as *estimated* for the Service Year for the provision of Animal Services allocated between all the Contracting Parties for the purposes of determining the Estimated Payment. The Cost Allocation is the sum of Estimated Control (EC) costs, Estimated Shelter (ES) costs, and Estimated Licensing (EL) costs calculated as described in **Exhibit C**.

Exhibit E

Enhanced Control Services Contract (Optional)

Between City of _____ ("City") and King County ("County")

The County will offer Enhanced Control Services to the City during the term of the Animal Services Interlocal Agreement, subject to the terms and conditions as described herein.

The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.

- A. The City may request services under two different options, summarized here and described in further detail below:

Option 1: for a period of *not less than one year*, the City may request service from an Animal Control Officer dedicated to the City ("Dedicated Officer"). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15, unless waived by the County, of the year prior to the Service Year in which the service is requested.

Option 2: for a period of *less than one year*, the City may request a specified number of over-time service hours on specified days and time. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term "Dedicated Officer" used in the context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

- B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City ("Dedicated Officer") as described in **Attachment A** and this Contract.
1. Costs identified in **Attachment A** for **Option 1** are for one (1) year of service beginning in 2018. Costs will be based on the budgeted annual cost for the service year for which the service is provided, and shall include the cost of the employee (salary, benefits), equipment (which shall not exceed 3,000 annually)

and animal control vehicle for the employee's use). Costs are subject to adjustment each year.

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.
 3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described in Exhibit D of the Agreement (see "Other Service Charges").
- C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).
- D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).
- E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.
- F. The County will provide the City with a general periodic calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. **For Services purchased under Option 1:** An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided. Similarly, a half-time FTE will provide not less than 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter, excepting that during the 4th quarter of each year during the term of this

Contract, an invoice shall be submitted to the City no later than December 15th. All invoiced amounts shall be payable by the City within 30 days of the invoice date. Alternatively, the City (s) and the County may agree to include the cost of the Enhanced Services into the Reconciliation process. Either way, if the costs are paid during the Service Year, they shall be credited as part of Reconciliation.

- H. **For Services purchased under Option 2:** The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date. Alternatively, the City (s) and the County may agree to include the cost of the Enhanced Services into the Reconciliation process. Either way, if the cost are paid during the Service Year, they shall be credited as part of Reconciliation.
- I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A. Option 1, a Contract may not be terminated if the term of service resulting is less than one year.
- J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this ____ day of _____, 201__.

King County

City of _____

By:

By:

Date

Date

Exhibit E: Attachment A

ENHANCED CONTROL SERVICES OPTION REQUEST

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City _____

Requested Enhanced Control Services Start Date: _____

Requested Enhanced Control Services End Date: _____ *

*term of service must be at least one year, except if purchasing services under Option 2.

Please indicate whether City is requesting services under Option 1 or Option 2:

_____ Option 1:

% of Full Time Equivalent Officer (FTE) requested: _____ (minimum request: 20%; requests must be in multiples of either 20% or 25%)

_____ Option 2:

Overtime Hours purchase from existing ACO staff: _____ hours per (week /month)

General Description of desired services (days, hours, nature of service):

_____.

For Option 1:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

_____.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and

variously scheduled service, including but not limited to adjusting allocations of service from increments of 20% to 25%, in order to develop workable employment and scheduling for the officers within then-existing work rules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A. Option 1. Service may not extend beyond the term of the Agreement.

City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.

City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.

Cities may propose a different allocation approach for County consideration.

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. *For example*, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all Contracting Cities sharing the services of that FTE.

Option 1 - Example 1: Aggregate of 50% of an FTE Requested by all Participating Cities	Option1 - Example 2: Aggregate of 1 FTE Requested by all Participating Cities
Cost to City: (% of Half-Time FTE requested) x \$69,182/year in 2018 <i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$17,295for Enhanced Control Services from July 1, 2018 through December 31, 2018 (6 months).	Cost to City: (% of FTE requested) x 118,152/year in 2018* <i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,769and City C would pay \$29,538 for Enhanced Control Services from July 1, 2018 through December 31, 2018 (6 months)
**(50% of a Half-Time FTE)	

* This example is based on 2018 budgeted costs. Costs will be based on actual Service Year budgeted costs.

For Option 2:

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this ____ day of _____, 201__.

City of _____

By: _____

Its _____

To be completed by King County:

____ **Option 1:** The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is:
\$_____.

____ **Option 2:** the County confirms its ability to provide control service overtime hours as follows (*insert description — days/hours*):

Such overtime hours shall be provided at a cost of \$_____, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

By: _____

Its _____

Date: _____

Exhibit F

Enhanced Licensing Support Services – Terms of Service (Optional)

The County is prepared to offer enhanced licensing support to the City subject to the terms and conditions described herein, between a City and the County having executed the Enhanced Licensing Support Services Acknowledgement (“Acknowledgement”). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement (the “Agreement”).

- A. **Service Requests, Submittal:** Requests for the County to provide Enhanced Licensing Support Services should be made by submitting the Enhanced Licensing Support Services Acknowledgment form (**Attachment A** to this **Exhibit F**) to the County between June 30 and December 1 of the calendar year prior to year in which such services are requested (“Service Year”). A separate Acknowledgment shall be submitted for each Service Year, unless specified otherwise in the Acknowledgement between the City and the County. The Acknowledgement form shall identify the Revenue Target (the amount of licensing revenue estimated to be gained through Enhanced Licensing Support Services) requested by the City.
- B. **County to Determine Service Availability:** The County will determine whether it has capacity to provide the requested service based on whether it has staff and other resources available, and consistent with the priorities stated in **Section 7.c** of the Agreement. The County may adjust the Licensing Revenue Target based on the capacity of the County to fulfill the requested service.
- C. **Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake to achieve the Licensing Revenue Target. Activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing **Attachment A** to confirm its ability to provide enhanced licensing support services to the City, the County shall identify the cost for such service for the applicable Service Year or years if more than one year is requested. If the City accepts the County’s proposed costs, it shall so signify by countersigning **Attachment A**.
- D. **Services Provided by City:** Active participation by the City is an important success factor in the overall pet licensing process. The City may, at the City’s additional cost, engage in the following activities to help enhance the overall effectiveness of the marketing effort:

1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City's cost. The County may provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.
2. Dedicate volunteer/staff hours to help follow up on pet licenses that are not renewed.
3. Provide representation at local public events to inform City residents about the Animal Services Program and promote pet licensing.
4. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city's website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
5. Appoint a representative to serve on the Joint City-County Collaboration Committee marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

E. Selection of Licensing Revenue Target (RT) and Payment for Enhanced Licensing Revenue Support:

1. For **all Contacting Cities**: The City will identify a proposed Licensing Revenue Target (RT) in **Attachment A**. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall identify its annual cost to provide service designed to achieve the target. County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services. At Reconciliation, the City shall be charged for licensing support service an amount not to exceed the cost specified and agreed to in **Attachment A** (the "**Licensing Revenue Charge**"), *regardless of the amount of Licensing Revenue received by the City during the Service Year* (see **Exhibit D** of the Agreement for additional detail).

F. Other Terms and Conditions:

1. Before January 31 of the Service Year, for each City contracting for Enhanced Licensing Support Services, the County shall submit an Enhanced Licensing Support Services Marketing Plan for the upcoming season. The Marketing Plan shall generally identify the various activities, scope, and scheduling to be performed. The City and County shall mutually agree on the Marketing Plan.

2. Each Party will provide the other with a periodic report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than a two (2) week advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

G. Execution of Licensing Revenue Support Services Agreement and Acknowledgment Form

Unless otherwise amended in writing, the Terms of Service noted above, if agreed, shall be documented and acknowledged by the City and County by mutually executing the Enhanced Licensing Support Services Acknowledgment form (Exhibit F, Attachment A)

Exhibit F: Attachment A

ENHANCED LICENSING SUPPORT SERVICES ACKNOWLEDGEMENT FORM

Final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the for Enhanced Licensing Support Services Terms of Service — **Exhibit F** of the *Animal Services Interlocal Agreement for 2018 Through 2022* (“the Agreement”) dated effective as of July 1, 2017.)

1. City _____ Date of Request: _____
2. Enhanced Licensing Support Services for Service Year: _____.
3. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): \$_____
4. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:
 Name:
 Title:
 Phone:
 Email:

To be completed by King County:

The County agrees to provide the City enhanced licensing support services in Service Year _____ intended to generate \$_____ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of \$_____, some or all of which cost may be charged to the City in calculating the Enhanced Licensing Support Services Charge, as further described in the Enhanced Licensing Support Services – Terms of Service and **Exhibit D** of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed, per the terms as specified in the Licensing Revenue Support Agreement – Terms of Service, effective as of this ____day of _____, 20__.

King County

City of _____

By:

By:

Date:_____

Date:_____



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

Subject/Topic: Authorize City Manager to execute Utility Service Providers (USP) Marketing Agreement Contract 17-CI680 Proposed Council Action/Motion: Authorize City Manager to execute Marketing Agreement Contract 17-CI680 with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA") and provide direction on use of \$.50 royalty payments	For Council Meeting Agenda of: May 8, 2017 Department: Finance and Administration Prepared by: Joanne Gregory <table style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: center;">Jmg 4-28-17</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">DR</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;">Jmg 4-28-17</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">RJK</td> </tr> </table> Exhibits/Attachments: Draft Marketing Agreement Letter from National League of Cities (NLC) dated August 12, 2013 NLC Service Line Warranty Program Powerpoint slides		<u>Initial & Date</u>	Approved by Department Head:	Jmg 4-28-17	Approved by City Attorney:	DR	Approved by Finance Director:	Jmg 4-28-17	Approved by City Manager:	RJK
	<u>Initial & Date</u>										
Approved by Department Head:	Jmg 4-28-17										
Approved by City Attorney:	DR										
Approved by Finance Director:	Jmg 4-28-17										
Approved by City Manager:	RJK										
<table style="width: 100%;"> <tr> <td style="width: 33%;">Expenditure Required N/A</td> <td style="width: 33%;">Amount Budgeted N/A</td> <td style="width: 33%;">Appropriation Required N/A</td> </tr> </table>		Expenditure Required N/A	Amount Budgeted N/A	Appropriation Required N/A							
Expenditure Required N/A	Amount Budgeted N/A	Appropriation Required N/A									
<u>INFORMATION/BACKGROUND:</u> The National League of Cities (NLC) has partnered with Utility Service Providers (USP) to make available a water/sewer service line warranty program for homeowners. This program is offered to residents at no cost to the City and could potentially save a resident the high cost of repairing broken or leaking water or sewer line. The City became aware of this program in 2013 but USP was unable to offer it in the State of Washington at that time. This has now been resolved and the program can be offered here in Washington. USP was selected by NLC based on the recommendations of an Evaluation Committee and review of its financial strength, experience in the marketplace, business plan, and the regulatory environment. More information about the organization can be found on the website at http://www.utilitysp.net Dawn Reitan of the City Attorney's office will complete a review of the agreement prior to execution.											
<u>FISCAL CONSIDERATION:</u> This program is offered at no cost to the City. An agreement between the provider and the City of Kenmore provides for a royalty payment to the City of Fifty Cents (\$.50) per subscription in consideration of the use of the City's name and logo. The royalty payment can be applied as a reduction of the homeowners cost if the Council wishes to forgo the payment to the City. Council direction is requested on the matter of the royalty payment.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> To provide effective and efficient services.											

i:\city clerk\agenda items\finance & administration\2017 council meetings\ab usp agreement.docx

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MARKETING AGREEMENT

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This MARKETING AGREEMENT ("Agreement") is entered into as of [_____, 20__] ("**Effective Date**"), by and between the City of Kenmore, Washington ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this

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Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. Consideration.

A. As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. Indemnification. Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnatee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Mayor David Baker
City of Kenmore
18120 68th Ave NE
P.O. Box 82607
Kenmore, WA 98028-0607
Phone: (425) 398-8900

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

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7. Modifications or Amendments/Entire Agreement. Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. Assignment. This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

9. Counterparts/Electronic Delivery; No Third Party Beneficiary. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. Choice of Law/Attorney Fees. The governing law shall be the laws of the State of Washington. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. Incorporation of Recitals and Exhibits. The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF KENMORE

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name:

Title:

Name:

Title:

Exhibit A
NLC Service Line Warranty Program
City of Kenmore
Term Sheet
April 7, 2017

DRAFT

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer line warranty (initially, \$8.49 per month; \$97.00 annually)
- b. External water line warranty (initially, \$6.49 per month; \$73.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the parties in writing.

IV. Scope of Coverage.

- a. External sewer line warranty: Scope is from the property line until line daylights inside home, which includes the service line under the concrete floor.
- b. External water line warranty: Scope is from the meter and/or curb box until line daylights inside home, which includes the service line under the concrete floor. Coverage also includes thawing of frozen external water lines.
- c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.



2013 Officers

President
Marie Lopez Rogers
Mayor
Avondale, Arizona

First Vice President
Chris Coleman
Mayor
Saint Paul, Minnesota

Second Vice President
Ralph E. Becker
Mayor
Salt Lake City, Utah

Immediate Past President
Ted Ellis
Mayor
Bluffton, Indiana

Executive Director
Clarence E. Anthony

August 12, 2013

Joanne M. Gregory, CPA
Director of Finance & Administration
City of Kenmore
Washington

Dear: Ms. Gregory

Thank you for your inquiry into the selection process for the NLC Service Line Warranty Program. Below you will find information about the program, including the selection process:

About the NLC Service Line Warranty Program

Many homeowners are unaware that they are responsible for the repair and replacement of water and sewer lines, until there is a problem. Residents often turn to the city or utility provider for assistance and are informed that the lines are the responsibility of the homeowner. NLC understood this challenge, confirmed with member groups the need for a warranty program for residents and began exploring options.

The NLC Service Line Warranty Program is an affordable home protection solution that helps city residents save thousands of dollars on the high cost of repairing broken or leaking water or sewer lines. The NLC Service Line Warranty Program provides residents access to a low cost warranty that will provide repairs without costly deductibles or service fees.

There is no cost to cities that elect to participate in the program, and some cities chose to receive a share of the revenues collected. Implementation is easy with no fees for all required services. There is a 24/7 staffed repair hotline for residents, 365 days a year. The repair work is performed by licensed, local plumbers who will call the customer within one hour of filing a claim.

Program Development

In 2009, Jim Hunt, councilmember of Clarksburg, West Virginia, and NLC past president, suggested that NLC explore the service line warranty program offered by the West Virginia Municipal League through Utility Service Providers (USP) that had been well received by member cities and city residents. Lisa Dooley, executive director, West Virginia Municipal League, shared the organization's satisfaction with the program, especially the ease of implementation, program affordability and quality customer service. In exploring the viability of the program on a national basis, NLC learned that USP had a similar sponsorship agreement with the Oklahoma Municipal League.

Simultaneous to NLC's exploration process, the North Central Texas Council of Governments (NCTCOG) selected USP as the provider of a service line warranty program in the Dallas/Fort



Worth area, which includes 230 cities with a population of 6.5 million. This selection process included a competitive bid process. NLC spoke with Mike Eastland, NCTCOG's Executive Director to confirm the evaluation process, which was comprised of several member cities and NCTCOG staff, and later reviewed the interlocal agreement that allows local governments to access the master contract held by NCTCOG. USP was unanimously selected by the Evaluation Committee over three competing service providers.

Several factors lead NLC to partner with USP to market and promote the NLC Service Line Warranty Program, including the partner's financial strength and experience in the marketplace. NLC staff reviewed the most recent financial audit, which had an unqualified opinion by the accounting firm PricewaterhouseCoopers LLP. A review of USP's business plan provided information about their business structure and relationship with the parent company; the proposed implementation strategy; and a review of the regulatory environment that prompts USP's entry into the market.

Additionally, USP had experience working with municipalities, including smaller municipalities that have populations of fewer than 50,000. It also had experience working with membership associations, like NLC and state leagues, and a willingness to share revenues with program participants.

Experience to Date

NLC is committed to the partnership with USP through September 2018. USP has rolled the program out to 46 of the 48 continental/contiguous states and is working hard to have coverage in all 48. As was the case prior to our partnership, USP has an exceptionally low denial rate and an A+ Better Business Bureau rating with zero complaints over the three year reporting period. There are more than 170 cities participating in the program as of May 2013.

I hope you will find this information helpful. Please do not hesitate to contact me if you have additional questions.

Sincerely,



Clarence Anthony
Executive Director



NATIONAL
LEAGUE
of **CITIES**



Service Line Warranty Program

Dennis Lyon
dlyon@utilitysp.net
724-749-0301

Administered by
**Utility
Service**
Partners, Inc.

Building Peace of Mind, One Community at a Time

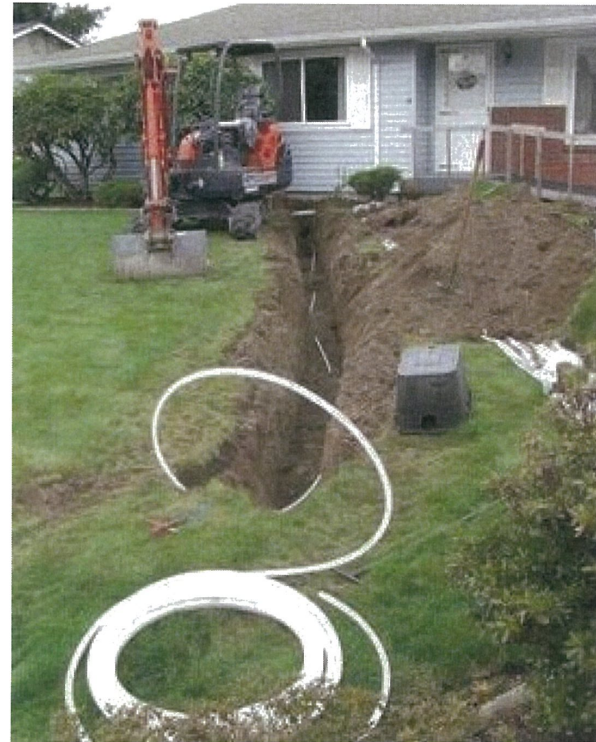


Service Line Warranty Program



Why you should partner with Utility Service Partners

- Partnership with the National League of Cities
- Offers Solution
- Experience
- Reputation





Service Line Warranty Program



National League of Cities (NLC)



“Our goal at the National League of Cities (NLC) is to be a resource and advocate for your city and its residents. NLC recognized the growing problem of aging infrastructure and the dire need to find a solution for not only cities, but for its residents.

As a result, NLC and Utility Service Partners created the NLC Service Line Warranty Program to help city residents save money, ease the frustration over utility line failures and introduce a new service offering to your community. The National League of Cities is proud to partner with Utility Service Partners because we’ve found it to be the most reputable and reliable program – one that will educate your residents on their water and sewer line responsibilities.”

– **Clarence E. Anthony**,
Executive Director, NLC



Service Line Warranty Program



National League of Cities (NLC)

- NLC is the nation's oldest and largest organization advocating for cities.
- After thorough vetting, NLC selected USP to administer the NLC Service Line Warranty Program.
- NLC endorsement adds another layer of oversight, which further protects the city brand.





Service Line Warranty Program



Infrastructure Challenges ... *a National Problem*

- ❑ American Society of Civil Engineers gave our national public infrastructure a **D+ rating** in 2013.
- ❑ **EPA** estimates over the next 20 years **\$77 billion** will be spent on repair/replacement of public water distribution systems, \$10 billion on wastewater collection system upgrades, **\$22 billion** for new sewer construction and **\$45 billion** for controlling combined sewer overflows.
- ❑ Municipalities will spend **\$7 billion** to control municipal storm water.
- ❑ More than **850** water main breaks occur **every day** across the country

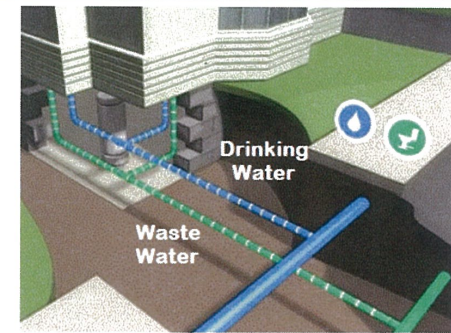


Service Line Warranty Program



Challenges for Homeowners

- ❑ Lateral lines are subjected to the same elements as public lines ... ground shifting, fluctuating temperatures, tree root penetration, corrosion and more.
- ❑ Out-of-sight, out-of-mind; water and sewer lines are located outside the home and usually underground.
- ❑ Failed lines waste thousands of gallons of water and present an environmental hazard.
- ❑ Many homeowners believe the city is responsible for maintenance of the water and sewer lines on their property OR that repairs are covered by their homeowner's policy.





Municipality Solution for Homeowners

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities.
- Up to \$4,000 coverage per repair incident.
- Additional allowance for public street (\$4,000) and public sidewalk (\$500) repair.
- No annual or lifetime limits.
- No deductibles, service fees, forms, or paperwork.
- 24/7/365 availability.
- Repairs made only by licensed, local contractors.
- Affordable rates and multiple payment methods.



Service Line Warranty Program



Municipality Solution for Homeowners

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits.
- 24/7/365 availability
- No deductibles, service fees, forms, or paperwork.
- Repairs made only by licensed, local contractors.
- Affordable rates and multiple payment methods.



Service Line Warranty Program



Experience

- **Utility Service Partners is the administrator for the National League of Cities Service Line Warranty Program**
 - ❖ Nearly 400 cities are participating in the program
 - ❖ Invested more than \$64 million in private infrastructure repairs
 - ❖ Returned nearly \$4 million to cities through revenue sharing component
- **Management team that has provided these types of services for over 15 years**
- **USP is a solution provider**
 - ❖ Educate homeowners about their responsibility
 - ❖ Provide an affordable repair solution
- **Keep our promise to your homeowners**
 - ❖ 97% claim approval rating
 - ❖ 95% customer satisfaction rating



Service Line Warranty Program



Nearly 400 Partners in 37 States

- 
- A light blue map of the United States is positioned in the background of the state list, showing the outlines of all 50 states.
- Alabama
 - Arkansas
 - Arizona
 - California
 - Colorado
 - Connecticut
 - Florida
 - Georgia
 - Iowa
 - Illinois
 - Indiana
 - Kansas
 - Kentucky
 - Maryland
 - Maine
 - Michigan
 - Minnesota
 - Missouri
 - North Carolina
 - Nebraska
 - New Jersey
 - New Mexico
 - Nevada
 - New York
 - Ohio
 - Oklahoma
 - Oregon
 - Pennsylvania
 - South Carolina
 - South Dakota
 - Texas
 - Utah
 - Virginia
 - Washington
 - West Virginia
 - Wisconsin
 - Wyoming



Service Line Warranty Program



Reputation

- Brand stewardship
 - ❖ 2013 BBB Torch Award for Marketplace Ethics
 - ❖ A+ Accredited BBB rating



BBB Torch Award for Marketplace Ethics
Trust • Performance • Integrity
2013 Winner
Western Pennsylvania Better Business Bureau®

- Commitment to local government
 - ❖ **Only** service line warranty provider that will never market to consumers without the consent and support of the City
- Respect for homeowner's privacy
 - ❖ Limited mailings to residents

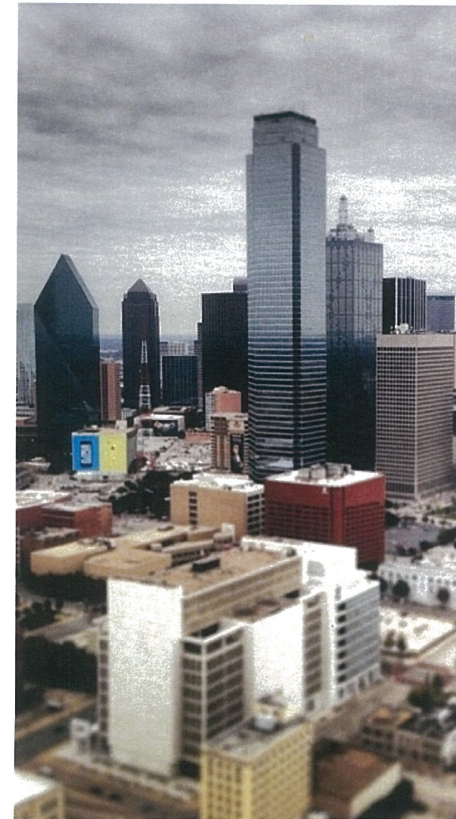


Service Line Warranty Program



Closing

- USP's Partnership with **NLC + Experience + Reputation = Trust** for you and your residents
- USP will keep its promise to our customers
- USP has proven that a company committed to providing exceptional service and a valuable product at a fair-market price can successfully partner with local government



NATIONAL
LEAGUE
of CITIES



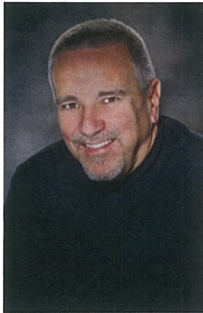
Service Line Warranty Program

**Utility
Service**
Partners, Inc.
Program Administrator

City Official Comments

"The program has already paid out over \$1 million in repairs and replacements for our homeowner's lateral service lines. My constituents are happy that we have provided this option for city homeowners. We use the revenue associated with the program to assist lower income homeowners with repairs to their service lines. I am sure your City will be pleased with the NLC Service Line Program."

- Felicia Moore, City Councilwoman - Atlanta GA



"This program has been available to Clarksburg's residents for nearly two years, and it's a real winner. Resident satisfaction is high and it's a lot easier to tell citizens about this great service rather than explain why they are on the hook for costly repairs."

- James C. Hunt, past NLC President and former Council Member -
Clarksburg, WV

"The Service Line Protection Program helps Phoenix residents and the city government. Revenue from the program goes to core city services like police, fire, parks, libraries and senior centers. The warranties give residents an affordable option for repairs to their sewer and water lines."

- Jon Brodsky, Public Information Officer - Phoenix, AZ





City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Land Use Streamlining project. Proposed Council Action/Motion: Consider the proposed changes to the land use descriptions used in the Zoning Code. Identify remaining issues and questions, in preparation for a public hearing and potential ordinance adoption.	For Council Meeting Agenda of: May 8, 2017 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>DS 4/20/17</u> Approved by City Attorney: Approved by Finance Director: <u>June 4/27/17</u> Approved by City Manager: <u>RJK</u> Exhibits/Attachments: 1. Policy Summary 2. Full set of proposed code amendments 3. Existing land use charts 4. Land use definitions
Expenditure Required \$0 Amount Budgeted: \$0 Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> The goal of your second meeting on the Land Use Streamlining project is to address any questions related to policy recommendations (Attachment 1) and proposed code amendments (see Attachment 2). As you recall, the purpose of these amendments is to provide more flexibility in land use interpretations and to simplify the code for applicants and permit review staff. Rather than review all of the amendments at the meeting, staff recommends that Councilmembers identify specific amendments for discussion. For the sake of efficiency, it would be especially helpful if questions or concerns could be provided to staff prior to May 8. At your last meeting on this topic (April 17), staff reviewed the process used to streamline the Zoning Code land use definitions--discussing the land use conversions, the use of footnotes, and some of the policy issues. As you know, the project goal is to consolidate more than 200 existing use definitions down to about 50 and to use these definitions consistently throughout the Code with as little change to the policy direction or intent of each zone as possible. Attachment 1 includes a summary of the most significant policy recommendations resulting from the conversion. The existing "use allowance charts" for the nine zoning districts affected by the amendments can be found in Attachment 3. The new set of land use definitions being used for the project is provided in Attachment 4. Following completion of City Council consideration, a public hearing will be scheduled, prior to ordinance adoption. If Council review is completed and all questions are addressed on May 8, then a public hearing has tentatively been identified for June 12th.	
<u>FISCAL CONSIDERATION:</u> None at this time.	
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> • Comprehensive Plan Objective 2.2: "Prepare clear development regulations consistent with the Comprehensive Plan." • Policy LU-2.2.3: "Kenmore's regulation of land use should...be expeditious, predictable, clear, straightforward, and internally consistent..."	

I:/City Clerk/Agenda Items/Templates

Attachment 1

Policy Summary**1. Intent**

The intent of the land use streamlining project is to make land use definitions consistent between all zoning districts. A new, more streamlined, set of Zoning Code land use definitions was adopted by the City Council in 2014 for three of the City's twelve zoning districts. The land use definitions were reduced from more than 200 to about 50. For example, the terms "department and variety store," "drug store," "book, stationery, video and art supply store," "hobby, toy, game shop," "photographic and electronic shop," "fabric shop," "florist shop," "jewelry store," "sporting goods store," and "pet shop" were eliminated and replaced with a single new term, "retail sales." The purpose of the change was to provide more flexibility to applicants and permit review staff. Using the "retail sales" example above, under the old, highly specific definitions, a standalone shoe retailer would not be a permitted use in Kenmore, even though the land use impacts of that use would be identical to those of the other retailers.

Staff now is recommending that the abbreviated list of land use definitions be adopted for the remaining nine zoning districts. The changes are not meant to change the intent of each zone, but to provide consistency between all zones. Staff has tried to translate the old terms as closely as possible into the new terms. Given that this translation required some code interpretation, staff has outlined below some of the more significant policy changes that are proposed. Section 3 addresses changes to land use review processes; Section 4 addresses changes applicable to more than one zoning district; and Section 5 addresses the most significant changes for individual zoning districts.

2. Land Use Terminology

The new land use terms (adopted in 2014 with the Commercial Zoning project) are:

- | | |
|--|---------------------------------------|
| o "Adult entertainment business" | o "Educational service" |
| o "Air transportation service" | o "Family child-care home" |
| o "Ambulatory surgery center" | o "Fire or police facility" |
| o "Animal kennel/shelter" | o "Funeral home/crematory" |
| o "Arts, entertainment, indoor" | o "Health care and social assistance" |
| o "Arts, entertainment, outdoor" | o "Hospital" |
| o "Auction house" | o "Laboratory" |
| o "Automotive sales and service, marine" | o "Manufacturing, heavy" |
| o "Automotive sales and service, non-marine" | o "Manufacturing, light" |
| o "Business service, intensive" | o "Marijuana business" |
| o "Business service, standard" | o "Marijuana cooperative" |
| o "Cemetery, columbarium or mausoleum" | o "Mobile food service" |
| o "College/university" | o "Mobile home park" |
| o "Community residential facility" | o "Multiple family dwelling" |
| o "Construction and trade" | o "Office" |
| o "Day-care" | o "Park" |
| o "Eating and drinking place" | o "Personal service" |
| | o "Recreational facility, indoor" |
| | o "Recreational facility, outdoor" |

Attachment 1

- o *“Regional land use”*
- o *“Religious institution”*
- o *“Resource land use”*
- o *“Retail sales”*
- o *“Retail sales, bulk”*
- o *“Secure facility”*
- o *“Single detached dwelling unit”*
- o *“Standalone parking”*
- o *“Supportive living facility”*
- o *“Temporary lodging”*
- o *“Transportation”*
- o *“Utility facility”*
- o *“Vehicle or equipment rental”*
- o *“Vehicle refueling station”*
- o *“Warehousing”*
- o *“Wholesale trade”*

All of these terms are defined in Chapter 18.20 of the Municipal Code and there is a reference provided for each to the NAICS (North American Industry Classification System) to provide additional guidance.

3. Review Process

The Residential and Neighborhood Business zones have been updated to classify land uses within three categories (permitted, conditionally permitted and prohibited) rather than four. This change already has been completed for all other zones. With the change, the “special use” process has been eliminated and those uses have been moved to “conditional use.” A conditional use permit is a Type 2 permit (decision by the Development Services Director; appealable to the Hearing Examiner). A special use permit is a Type 3 decision (hearing and decision by the Hearing Examiner; appealable to court). The criteria are very similar:

Conditional Use Criteria	Special Use Criteria
The conditional use is designed in a manner which is compatible with the character and appearance of an existing or proposed development in the vicinity of the subject property;	The characteristics of the special use will not be unreasonably incompatible with the types of uses permitted in surrounding areas;
The location, size and height of buildings, structures, walls and fences, and screening vegetation for the conditional use shall not hinder neighborhood circulation or discourage the permitted development or use of neighboring properties;	The location, size and height of buildings, structures, walls and fences, and screening vegetation for the special use shall not hinder or discourage the appropriate development or use of neighboring properties; and
The conditional use is designed in a manner that is compatible with the physical characteristics of the subject property;	
Requested modifications to standards are limited to those which will mitigate impacts in a manner equal to or greater than the standards of this title;	
The conditional use is not in conflict with the health and safety of the community;	The special use will not materially endanger the health, safety and welfare of the community;
The conditional use is such that pedestrian and vehicular traffic associated with the use will not	The special use is such that pedestrian and vehicular traffic associated with the use will not

Attachment 1

be hazardous or conflict with existing and anticipated traffic in the neighborhood; and The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts on such facilities.	be hazardous or conflict with existing and anticipated traffic in the neighborhood; The special use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts;
	The special use is not in conflict with the policies of the comprehensive plan or the basic purposes of this title.

4. Specific issues (applicable to more than one zoning district)Accessory uses

References to accessory uses have been eliminated from the charts, although they are found in some footnotes. This allows accessory uses to be assessed consistently between all zones, using the following existing definition:

18.20.035 “Accessory use” means a *use* typically subordinate in size to the principal *use*; that would not contribute significantly to traffic generation, noise, or nuisance; and that supports the primary *use* operation without displacing it. An accessory use may appear as an otherwise permitted, conditional or prohibited use in the use allowances for a given zone. Accessory uses are typically located upon the same *lot* occupied by a principal *use*. Examples of accessory uses include: equipment rental (bikes or skis) at a retail bike and ski shop, a secure facility required at an airport, and boat parking at a marina.

A new code section for each zoning district will further define accessory use treatment:

18.____ Accessory uses.

Accessory uses, when consistent with the definition in Chapter 18.20 KMC, are allowed as determined by the *city manager*.

Drive-through service

In the Neighborhood Business zone where the Code is silent on the topic, a new code section has been added to permit drive-through service as follows:

18.____ Drive-through service. *Drive-through service* is permitted as an *accessory use*. *Drive-through service* shall be oriented to the side and/or rear of the *building*, and integrated into the exterior wall. Drive-through lanes shall not be located between the *street* and the main pedestrian access to the *buildings*. Modifications to these requirements may be reviewed through the site plan or building permit review process when meeting the intent of pedestrian orientation pursuant to Chapter 18.52 KMC, Downtown Design Standards.

Attachment 1

Where drive-through service is either explicitly prohibited (Community Business zone) or proposed to be prohibited (Residential and Downtown Residential zones), a new code section so states:

18.____ Drive through service. *Drive-through service* is prohibited in this zoning district.

In the Downtown Commercial zone, the following special standard related to drive-through service is taken from an existing footnote:

18.____ Drive through service. Properties having frontage on SR-522 and taking primary access from SR-522 as of May 8, 2003 shall be permitted *drive-through service*. Where allowed, *drive-through service* is permitted as an *accessory use*. *Drive-through service* shall be oriented to the side and/or rear of the *building*, and integrated into the exterior wall. Drive-through lanes shall not be located between the *street* and the main pedestrian access to the *buildings*. Modifications to these requirements may be reviewed through the site plan or building permit review process when meeting the intent of pedestrian orientation pursuant to Chapter 18.52 KMC, Downtown Design Standards.

Outdoor storage

Outdoor storage is defined as:

18.20.2887 Storage, outdoor.

“Outdoor storage” means the storage of materials outside of a completely enclosed building for more than 24 hours, including items for sale, lease, shipment, processing, maintenance or repair (including vehicles and equipment), and items used in business operations.

In several zones (Community Business, Neighborhood Business, Downtown Residential, and Downtown Commercial zones), outdoor storage specifically is prohibited. Staff recommends that it also be prohibited in the Residential zone. To address this issue, the following code section would be added to those zones:

18.____ *Outdoor storage* is prohibited in this zoning district.

Specialized instruction school

Under the current code, specialized instruction school is defined as:

18.20.2820 Specialized instruction school.

“Specialized instruction school” means establishments engaged in providing specialized instruction in a designated field of study, rather than a full range of courses in unrelated areas; including, but not limited to:

- A. Art;
- B. Dance;
- C. Music;
- D. Cooking;
- E. Driving; and

Attachment 1

F. Pet obedience training.

With the amendments, specialized instruction school now is considered an “educational service” and is grouped with such uses as public/private schools, arts and crafts schools, etc. However, the residential zones contain standards specifically relating to specialized instruction schools as accessory to residential uses. These standards address the maximum number of students, location of the instruction (inside an enclosed structure) and distance from property lines adjoining residential zones. These standards have been relocated to the code section addressing home occupations.

Health care and social assistance

The definition of “health care and social assistance” includes veterinary services, and several footnotes address this topic. Social assistance includes both *social services*, *correctional* and *social services, noncorrectional*, terms also used in footnotes.

Home industry

The current standards for home industry are found in KMC 18.73.120. Although the review process chart in Chapter 19 of the Municipal Code states that a home industry approval is a Type 2 permit (decision by the Development Services Director, appealable to the Hearing Examiner), this is not clear in KMC 18.73.120. Previously, the home industry permit requirement was part of the use charts. Now, a cross-reference to the permit requirement will be added to the home industry code section.

Too, in some zones (Residential, R-12 through R-24) home industry is prohibited. This, too, will be noted in the home industry code section.

Existing legal uses

Existing legal uses are defined as follows:

18.20.965 Existing legal uses. Where the term “existing” or “existing legal” follows a listed use type, then those uses that can document their legal conforming status prior to April 28, 2003, are considered to be permitted uses and given all the rights of other permitted uses within the district, until such time as there is a change of use or abandonment as set forth in KMC 18.100.085. In addition, these uses may be rebuilt within the same footprint and floor area should they suffer damage; provided, that no new nonconformances with standards are created (e.g., setbacks), if any. These uses may be remodeled without limitation on value and may be enlarged subject to current code requirements (e.g., height limits, lot coverage, density limits, setbacks, parking, etc.), unless otherwise specifically conditioned.

In some cases, “existing legal” continues to be identified in the charts. In other cases, references to specific “existing legal” uses have been moved into the footnotes.

Attachment 1

5. Specific issues (from individual zoning districts)

R-1 through R-6, Single-Family Residential zone significant changes

- *Some uses are now prohibited:*
Noncommercial aircraft on individual lots, except seaplanes (formerly permitted)
Golf course facility (formerly permitted)
Secure facility (formerly special use)
- *Some uses are now conditionally permitted:*
Arboretum (formerly permitted; now same as other arts, entertainment, outdoor)
Ambulatory surgery center in surplus nonresidential facility or former school facility (not formerly addressed; now same as hospital)
All retail sales, with existing limitations (formerly some retail uses such as jewelry sales, fabric shops, etc., were prohibited)
Vocational school (educational service) and college/university (formerly allowed only in reuse of a surplus nonresidential facility or reuse of a school)
- *Some uses have become permitted outright:*
Theater in an historic building, as a re-use of a surplus non-residential facility, or as a joint use of an existing public school facility (formerly prohibited; now same as other arts, entertainment, indoor)
Supportive living facility permitted in National Register building; otherwise conditionally permitted (formerly senior citizen assisted living was permitted, but nursing and personal care facility was prohibited)

R-12 through R-24, Multifamily Residential zone significant changes

- *Some uses are now prohibited:*
Noncommercial aircraft on individual lots, except seaplanes (formerly permitted)
Secure facility (formerly special use)
- *Some uses are now conditionally permitted:*
Ambulatory surgery center (previously unaddressed; now same as hospital)
Arboretum (formerly permitted; all other arts, entertainment outdoor uses are prohibited)
All retail sales, with existing limitations (formerly some retail uses such as jewelry sales, fabric shops, etc., were prohibited)
- *Some uses have become permitted outright:*
Supportive living facility (currently nursing and personal care facility is a conditional use, but senior citizen assisted living is permitted outright)

NB, Neighborhood Business zone significant changes

- *Some uses are now prohibited:*
Noncommercial aircraft on individual lots (formerly permitted)
Oil and gas extraction (formerly a conditional use; now joins other resource land uses)
- *Some uses are now conditionally permitted:*
Mobile food service (previously unaddressed)
College/university (previously permitted as reuse of a public school facility, although there are no public school facilities in this area). Eliminated reuse of surplus nonresidential facility requirement.

Attachment 1

- Regional land use (formerly special use)
- Secure facility (formerly special use)
- Bowling center, amusement arcade (formerly prohibited; now with other recreational facility, indoor uses)
- *Some uses are now permitted outright:*
 - Department/variety stores not limited in size (currently limited to 2000 sq.ft. although other retail sales uses are not size-limited)
 - Supportive living facility (formerly senior citizen assisted living was permitted while nursing and personal care facility was prohibited)
 - All retail sales, with existing limitations (formerly some retail uses such as jewelry sales, fabric shops, etc., were prohibited)

CB, Community Business zone significant changes

- *Some uses are now prohibited:*
 - Air transportation service (previously only helistop prohibited)
 - Animal kennel/shelter (previously unaddressed)
 - Auction house (previously unaddressed)
 - Business service, intensive (previously unaddressed)
 - Cemetery, columbarium, or mausoleum (previously unaddressed)
 - Funeral home/crematory (previously unaddressed)
 - Resource land use (previously unaddressed)
 - Vehicle refueling station (previously unaddressed)
- *Some uses are now conditionally permitted:*
 - Ambulatory surgery center (previously unaddressed; hospital is prohibited)
 - Regional land use (previously unaddressed)
- *Some uses are now permitted outright:*
 - Arts, entertainment, indoor, except theater (previously unaddressed; although theater was prohibited)
 - All offices (including public agency or utility offices that formerly were conditionally permitted)
 - Standalone parking for commuters (previously unaddressed)

DR, Downtown Residential zone significant changes

- *Some uses are now prohibited:*
 - Social card game (previously unaddressed)
 - Adult entertainment business (previously unaddressed)
 - Air transportation service (previously unaddressed)
 - Ambulatory surgery center (previously unaddressed)
 - Animal kennel/shelter (previously unaddressed)
 - Arts, entertainment, outdoor (previously unaddressed)
 - Automotive sales and service, marine and non-marine (previously addressed as an accessory use)
 - Business service, intensive (previously unaddressed)
 - Cemetery, columbarium or mausoleum (previously unaddressed)
 - College/university (previously unaddressed)
 - Construction and trade (previously unaddressed)
 - Fire or police facility (previously unaddressed)

Attachment 1

- Funeral home/crematory (previously unaddressed)
- Hospital (previously unaddressed)
- Laboratory (previously unaddressed)
- Manufacturing, heavy and light (previously unaddressed)
- Mobile food service (previously unaddressed)
- Recreational facility, outdoor (previously unaddressed)
- Regional land use (previously unaddressed)
- Resource land use (previously unaddressed)
- Retail sales, bulk (previously unaddressed)
- Secure facility (previously unaddressed)
- Standalone parking (previously unaddressed)
- Transportation (previously unaddressed)
- Vehicle or equipment rental (previously unaddressed)
- Vehicle refueling station (previously unaddressed)
- Warehousing (previously unaddressed)
- Wholesale trade (previously unaddressed)
- *Some uses are now conditionally permitted:*
 - Educational service, with size limitations (previously unaddressed)
- *Some uses are now permitted outright:*
 - Public agency or utility office, non-city (formerly prohibited; now the same as other offices)
 - Recreational facility, indoor (expanded to include more than sports club)

DC, Downtown Commercial zone significant changes

- *Some uses are now prohibited:*
 - Animal kennel/shelter (previously unaddressed)
 - Business service, intensive (previously unaddressed)
 - Cemetery, columbarium, or mausoleum (previously unaddressed)
 - Family child care home (previously unaddressed)
 - Funeral home/crematory (previously unaddressed)
 - Mobile home park (previously unaddressed)
 - Single detached dwelling unit (previously unaddressed)
 - Regional land use, except transit center (previously unaddressed)
 - Resource land use (previously unaddressed)
 - Secure facility (previously unaddressed)
- *Some uses are now permitted outright:*
 - Personal service and business service are no longer prohibited on the ground floor on certain streets (formerly off-site services had this requirement)
 - Motel (formerly prohibited; now same as hotel)

Removed automotive sales and services accessory use language

PSP, Public/Semi-Public zone significant changes

- *Some uses are now permitted outright:*
 - Arts, entertainment, outdoor (broader than current arboretum listing)

Removed prohibition on sports clubs

Attachment 1

Took different approach to uses (not all listed) because of exception process in this zone.

P, Parks zone significant changes

- *Some uses are now permitted outright:*
Mobile food service now a standalone use (not just accessory)
Arts, entertainment, outdoor (broader than current arboretum listing)

Removed prohibition on sports clubs

Took different approach to uses (not all listed) because of exception process in this zone.

GC, Golf Course zone significant changes

- *Some uses are now conditionally permitted:*
Arts, entertainment, outdoor (broader than current outdoor performance center listing)

Took different approach to uses (not all listed) because of exception process in this zone

Removed all accessory use references because now addressed elsewhere

Attachment 2

PROPOSED CODE AMENDMENTS

Residential zones R-1, R-4 and R-6**18.21.020 Residential zones R-1, R-4 and R-6 – Use allowances.**

The following *uses* listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited uses* in residential zones R-1, R-4 and R-6:

Table A. R-1, R-4 and R-6 Zones Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Air transportation service</i> ¹	<i>Ambulatory surgery center</i> ²⁵	<i>Adult entertainment business</i>
<i>Arts, entertainment, indoor</i> ^{2,3}	<i>Arts, entertainment, outdoor</i> ²⁶	<i>Animal kennel/shelter</i>
<i>Day-care</i> ⁴	<i>Cemetery, columbarium or mausoleum</i> ²⁷	<i>Auction house</i>
<i>Educational service</i> ⁵	<i>College/university</i> ²⁵	<i>Automotive sales and service, marine</i>
<i>Family child-care home</i> ⁶	<i>Community residential facility</i> ²⁸	<i>Automotive sales and service, non-marine</i>
<i>Fire or police facility</i> ^{7,8}	<i>Eating and drinking place</i> ^{3,29}	<i>Business service, intensive</i>
<i>Health care and social assistance</i> ^{9,10}	<i>Hospital</i> ²⁵	<i>Business service, standard</i>
<i>Multiple family dwelling</i> ¹¹	<i>Mobile home park</i> ³⁰	<i>Construction and trade</i>
<i>Office</i> ¹²	<i>Personal service</i> ³¹	<i>Funeral home/crematory</i>
<i>Park</i> ¹³	<i>Recreational facility, indoor</i> ^{3,16,32}	<i>Laboratory</i>
<i>Recreational facility, outdoor</i> ^{14,15,16}	<i>Regional land use</i> ^{33, 34,35}	<i>Manufacturing, heavy</i>
<i>Religious institution</i> ¹⁷	<i>Retail sales</i> ^{31, 36}	<i>Manufacturing, light</i>
<i>Resource land use</i> ¹⁸	<i>Temporary lodging</i> ³⁷	<i>Marijuana business</i>
<i>Single detached dwelling unit</i> ^{19,20}		<i>Marijuana cooperative</i>
<i>Standalone parking</i> ²¹		<i>Mobile food service</i>
<i>Supportive living facility</i> ²²		<i>Retail sales, bulk</i>
<i>Utility facility</i> ^{23,24}		<i>Secure facility</i>
		<i>Transportation</i>
		<i>Vehicle or equipment rental</i>
		<i>Vehicle refueling station</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

Attachment 2

1. One single engine, noncommercial seaplane shall be permitted only on *lots* that abut a waterbody, provided there are 1) no aircraft sales, service, repair, charter, or rental; and 2) no storage of aviation fuel except that contained in the tank or tanks of the aircraft. A *helistop* at an *emergency* medical evacuation site in conjunction with a police, fire or health service facility is a *conditional use*. All other *air transportation service uses* are prohibited.
 2. Only (1) in a *building* listed on the National register as a historic site or designated as a *City* landmark; (2) as a re-use of a surplus non-residential facility; or (3) as a joint use of an existing public school facility. All subject to Chapter 18.50 KMC. Otherwise, a *conditional use*.
 3. *Social card games* are prohibited.
 4. Permitted only as a re-use of a public school facility subject to Chapter 18.50 KMC, or an *accessory use* to a school, *religious institution*, *park*, *sports club* or public housing administered by a *public agency*, and:
 - a. Outdoor play areas shall be completely enclosed by a solid wall or *fence*, with no openings except for gates and have a minimum height of six feet;
 - b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - c. Direct access to a developed arterial *street* shall be required in any residential zone; and
 - d. Hours of operation may be restricted to assure compatibility with surrounding development.
- All other *day-care uses* require a *conditional use permit*.
5. K-12 facilities only. All other *educational service uses* require a *conditional use permit*.
 6. A *family child-care home* is subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title 170. The *family child-care home* shall meet the following requirements:
 - a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
 - b. A safe passenger loading area shall be provided;
 - c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
 - d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
 - e. All signage shall conform to the applicable requirements of Chapter 18.42 KMC;
 - f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility; and
 - g. Prior to receiving State licensing, the family child-care provider shall provide the *City* with proof of written notification informing immediately adjoining property owners of the intent to locate and maintain the *family child-care home*. The notification shall inform the notified parties that comments may be submitted to the DEL and provide contact information for submitting such comments to the DEL. The proof of notification

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shall be in the form of a written affidavit containing (1) the date and means of notification; (2) a copy of the notification; and (3) a list of the parties to whom the notification was distributed.

7. Limited to “storefront” police offices. Such offices shall not have:
- Holding cells;
 - Suspect interview rooms; or
 - Long-term storage of stolen properties

All other *fire or police facility uses* require a *conditional use permit*, except police or fire training facilities, such as shooting ranges, auto test tracks, and fire suppression simulations, which are prohibited.

8. For conditionally permitted fire facilities:
- All *buildings* and *structures* shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - Any *buildings* from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such *street*; and
 - No *outdoor storage*.

9. Only as a re-use of a public school facility. May be permitted as a *conditional use* if proposed as re-use of a surplus non-residential facility. All subject to Chapter 18.50 KMC.

10. Veterinary clinics are prohibited.

11. *Townhouse* units only permitted and only on *lots* in a subdivision or short subdivision designed for *townhouse* units. Other *townhouse* units require a *conditional use permit*. *Apartments* are prohibited.

12. *Public agency or utility office* permitted only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter 18.50 KMC. Otherwise, *public agency or utility office* is a *conditional use*. All other office *uses* are prohibited.

13. The following conditions and limitations shall apply, where appropriate:
- Lighting for *structures* and fields shall be directed away from residential areas;
 - Structures* or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones, except for *structures* in on-site recreation areas required in KMC 18.30.130 and 20.47.155. Setback requirements for *structures* in these on-site required recreation areas shall be maintained in accordance with the zoning standards for the underlying residential zone.

14. Limited to *stable* and covered riding arena. All other *outdoor recreational facility uses* require a *conditional use permit* except campground, RV park, and shooting range which are prohibited.

15. Covered riding arenas are subject to KMC 18.70.030 and shall not exceed 20,000 square feet unless a *conditional use permit* is obtained. Stabling areas, whether attached or detached, shall not be counted in this calculation.

16. Conditionally permitted recreational facilities are subject to the following conditions and limitations:

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- a. The bulk and scale shall be compatible with residential character of the area;
- b. The gross floor area shall not exceed 10,000 square feet unless the *building* is on the same *site* or adjacent to a *site* where a public facility is located or unless the *building* is a nonprofit facility; and
- c. Use is limited to residents of a specified residential *development* or to *sports clubs* providing supervised instructional or athletic programs.

17. Only as a re-use of a public school facility subject to Chapter 18.50 KMC. Otherwise, a *conditional use permit* is required.

18. Farming is permitted. All other *resource land uses* require a *conditional use permit*, except mineral extraction, which is prohibited.

19. More than one *single detached dwelling unit* may be allowed on an individual *lot* through the *conditional use permit* process. A *conditional use permit* is not required for *lots* in subdivisions, short subdivisions or binding site plans approved as multiple unit *lots* or for *accessory dwelling units*.

20. *Manufactured homes* and *mobile homes* are allowed only in *mobile home parks*. *Designated manufactured homes* are not restricted to *mobile home parks*.

21. Limited to *commuter parking lots* for users of transit, carpools or ride-share programs, provided:
- a. They are located on existing parking lots for *religious institutions*, schools, or other permitted nonresidential *uses* which have excess capacity available during commuting hours; and
 - b. The *site* is adjacent to a designated arterial that has been improved to a standard acceptable to the *department*.

Other *commuter parking lots* require a *conditional use permit*. All other *standalone parking uses* are prohibited.

22. Only in a *building* listed on the National Register as an historic site or designated as a King County landmark subject to the provisions of Chapter 2.20 KMC. Otherwise, a *conditional use permit* is required.

23. Excluding utilities using *bulk gas storage tanks*, which are a conditional use. Liquefied natural gas storage tanks are prohibited.

24. *Private stormwater management facilities* permitted except when participating in an approved shared facility drainage plan. *Private stormwater management facilities* shall be located on the same *lot* that they are designed to serve except in subdivisions or short subdivisions that set aside a separate tract for such facilities. For shared facilities, such facilities which are not located on the *lot* they are designed to serve shall be located on a *lot* with the same or more intensive zoning designation.

25. Only as a re-use of a public school facility or a surplus nonresidential facility subject to Chapter 18.50 KMC.

26. Outdoor performance center and drive-in theater are prohibited.

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27. *Structures* shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

28. *Community residential facility I* only. *Community residential facility II* is prohibited.

29. Not permitted in R-1 and excluding drinking places, and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC 18.21.070.

30. *Mobile home parks* are not permitted in the R-1 zone.

31. Not permitted in R-1 and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC 18.21.070.

32. Bowling center and shooting range are prohibited.

33. *Hydroelectric generation facilities* limited to those that comply with the following:

- a. Any new diversion structure shall not: (1) Exceed a height of eight feet as measured from the streambed; or (2) Impound more than three surface acres of water at the normal maximum surface level;
- b. There shall be no active storage;
- c. The maximum water surface area at any existing dam or diversion shall not be increased;
- d. An exceedance flow of no greater than 50 percent in mainstream reach shall be maintained;
- e. Any transmission line shall be limited to a: (1) Right-of-way of five miles or less; and (2) Capacity of 230 kV or less;
- f. Any new, permanent access road shall be limited to five miles or less; and
- g. The facility shall only be located above any portion of the *stream* used by *anadromous fish*.

34. *Nonhydroelectric generation facilities* limited to *cogeneration* facilities for on-site use only.

35. Fairground, amusement park, and stadium/arena are prohibited.

36. Pet shops and auto supply stores are prohibited.

37. Bed and breakfast guesthouse only, subject to the following conditions:

- a. The guesthouse shall be owner-occupied;
- b. Meals shall be served to paying guests only (no restaurant *use* permitted);
- c. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;
- d. Parking shall be provided as required by this title; and
- e. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.

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Residential zones R-12, R-18 and R-24**18.21.040 Residential zones R-12, R-18 and R-24 – Use allowances.**

The following *uses* listed in Table C are identified as *permitted*, conditionally permitted, or *prohibited uses* in residential zones R-12, R-18 and R-24:

Table C. R-12, R-18, and R-24 Zones Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Air transportation service</i> ¹	<i>Ambulatory surgery center</i> ²⁵	<i>Adult entertainment business</i>
<i>Arts, entertainment, indoor</i> ^{2,3}	<i>Arts, entertainment, outdoor</i> ²⁶	<i>Animal kennel/shelter</i>
<i>College/university</i> ^{4,5}	<i>Cemetery, columbarium or mausoleum</i> ²⁷	<i>Auction house</i>
<i>Community residential facility</i>	<i>Eating and drinking place</i> ^{3,28}	<i>Automotive sales and service, marine</i>
<i>Construction and trade</i> ⁶	<i>Hospital</i> ⁵	<i>Automotive sales and service, non-marine</i>
<i>Day-care</i> ⁷	<i>Personal service</i> ²⁹	<i>Business service, intensive</i>
<i>Educational service</i> ⁸	<i>Recreational facility, indoor</i> ^{3,30,31}	<i>Business service, standard</i>
<i>Family child-care home</i> ⁹	<i>Regional land use</i> ³²	<i>Funeral home/crematory</i>
<i>Fire or police facility</i> ^{10,11,12}	<i>Retail sales</i> ^{29,33}	<i>Laboratory</i>
<i>Health care and social assistance</i> ^{4,5,13}	<i>Temporary lodging</i> ³⁴	<i>Manufacturing, heavy</i>
<i>Mobile home park</i>	<i>Warehousing</i> ³⁵	<i>Manufacturing, light</i>
<i>Multiple family dwelling</i>		<i>Marijuana business</i>
<i>Office</i> ¹⁴		<i>Marijuana cooperative</i>
<i>Park</i> ¹⁵		<i>Mobile food service</i>
<i>Recreational facility, outdoor</i> ^{16,17}		<i>Resource land use</i>
<i>Religious institution</i> ¹⁸		<i>Retail sales, bulk</i>
<i>Single detached dwelling unit</i> ^{19,20}		<i>Secure facility</i>
<i>Standalone parking</i> ²¹		<i>Transportation</i>
<i>Supportive living facility</i>		<i>Vehicle or equipment rental</i>
<i>Utility facility</i> ^{22,23,24}		<i>Vehicle refueling station</i>
		<i>Wholesale trade</i>

1. One single engine, noncommercial seaplane shall be permitted only on *lots* that abut a waterbody, provided there are 1) no aircraft sales, service, repair, charter, or rental; and 2) no storage of aviation fuel except that contained in the tank or tanks of the aircraft. A *helistop* at an *emergency* medical evacuation site in conjunction with a police, fire or health service facility is a conditional use. All other *air transportation service uses* are prohibited.

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2. Museums and libraries permitted only as accessory to a *park* or in a *building* listed on the National Register as an historic site or designated as a *City* landmark subject to Chapter 18.50 KMC; otherwise a *conditional use permit* is required. Artist studios permitted only as a re-use of a surplus nonresidential facility subject to Chapter 18.50 KMC or as a joint use of an existing public school facility; otherwise a *conditional use permit* is required. For all other *arts, entertainment, indoor uses*, a *conditional use permit* is required, except theater, which is prohibited.

3. *Social card games* are prohibited.

4. Permitted only as a re-use of a public school facility subject to Chapter 18.50 KMC.

5. Conditionally permitted only as a re-use of a surplus nonresidential facility subject to Chapter 18.50 KMC.

6. Permitted when:

- a. Located in the R-24 zone; and
- b. On a *site in office or construction and trade office uses* as of May 8, 2003; and
- c. Part of a *mixed use development*; and
- d. Limited to 15,000 square feet; and
- e. No *outdoor storage* of equipment occurs.

Otherwise, prohibited.

7. *Day-care II* permitted only as a re-use of a public school facility subject to Chapter 18.50 KMC, or an *accessory use* to a school, *religious institution, park, sports club* or public housing administered by a *public agency*, and:

- a. Outdoor play areas shall be completely enclosed by a solid wall or *fence*, with no openings except for gates and have a minimum height of six feet;
- b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
- c. Direct access to a developed arterial *street* shall be required in any residential zone; and
- d. Hours of operation may be restricted to assure compatibility with surrounding development.

Otherwise, *day-care II* requires a *conditional use permit*.

8. K-12 facilities only, except vocational school which is permitted only as a re-use of a surplus nonresidential facility subject to Chapter 18.50 KMC unless a *conditional use permit* is obtained. All other *educational service uses* require a *conditional use permit*.

9. A *family child-care home* is subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title 170. The *family child-care home* shall meet the following requirements:

- a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
- b. A safe passenger loading area shall be provided;
- c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;

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- d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
 - e. All signage shall conform to the applicable requirements of Chapter 18.42 KMC; and
 - f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility.
10. Limited to “storefront” police offices. Such offices shall not have:
- a. Holding cells;
 - b. Suspect interview rooms; or
 - c. Long-term storage of stolen properties.
- All other police facilities require a *conditional use permit*.
11. Fire facilities require a *conditional use permit*, subject to the following:
- a. All *buildings* and *structures* shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - b. Any *buildings* from which fire-fighting equipment emerges onto a *street* shall maintain a distance of 35 feet from such *street*; and
 - c. No *outdoor storage*.
12. Fire or police training facilities such as shooting ranges, auto test tracks, and fire suppression simulations are prohibited.
13. Veterinary clinics are prohibited.
14. *Public agency or utility office* is permitted only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter [18.50](#) KMC. All other *office uses* require a *conditional use permit*.
15. The following conditions and limitations shall apply, where appropriate:
- a. Lighting for *structures* and fields shall be directed away from residential areas;
 - b. *Structures* or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones, except for *structures* in on-site recreation areas required in KMC 18.30.130 and 20.47.155. Setback requirements for *structures* in these on-site required recreation areas shall be maintained in accordance with the zoning standards for the underlying residential zone.
16. Golf course facility only permitted. Clubhouses, maintenance *buildings*, equipment storage areas and driving range tees shall be at least 50 feet from residential property lines. Lighting for practice greens and driving range ball impact areas shall be directed away from adjoining residential zones. Applications shall comply with adopted best management practices for golf course development. All other *outdoor recreational facility uses* are *conditional uses*, except *stable*, RV park, and shooting range, which are prohibited.
17. *Conditional uses* are subject to the following conditions and limitations:
- a. The bulk and scale shall be compatible with residential character of the area;
 - b. Use is limited to residents of a specified residential *development* or to *sports clubs* providing supervised instructional or athletic programs.

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18. Permitted only as a re-use of a public school facility subject to Chapter 18.50 KMC. Other *religious institutions* require a *conditional use permit*.

19. More than one *single detached dwelling unit* may be allowed on an individual *lot* through the *conditional use permit* process. A *conditional use permit* is not required for *lots* in subdivisions, short subdivisions or binding site plans approved as multiple unit *lots* or for *accessory dwelling units*.

20. *Manufactured homes* and *mobile homes* are allowed only in *mobile home parks*. *Designated manufactured homes* are not restricted to *mobile home parks*.

21. Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

- a. They are located on existing parking lots for *religious institutions*, schools, or other permitted nonresidential *uses* which have excess capacity available during commuting hours; and
- b. The *site* is adjacent to a designated arterial that has been improved to a standard acceptable to the *department*.

Otherwise a *conditional use permit* is required.

22. *Bulk gas storage tanks* which pipe to individual residences require a *conditional use permit*. All other *bulk gas storage tanks*, including liquefied natural gas storage tanks, are prohibited.

23. *Private stormwater management facilities* permitted except when participating in an approved shared facility drainage plan. *Private stormwater management facilities* shall be located on the same *lot* that they are designed to serve except in subdivisions or short subdivisions that set aside a separate tract for such facilities. For shared facilities, such facilities which are not located on the *lot* they are designed to serve shall be located on a *lot* with the same or more intensive zoning designation.

24. *Hydroelectric generation facilities* are prohibited. A *nonhydroelectric generation facility* may be conditionally permitted as a *cogeneration* facility for on-site use only.

25. Conditionally permitted only as a re-use of a surplus nonresidential facility subject to Chapter 18.50 KMC.

26. Arboretum only.

27. *Structures* shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

28. Excluding drinking places, and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC 18.21.070.

29. Limited to a maximum of 5,000 square feet of gross floor area and subject to the additional requirements in KMC 18.21.070.

30. Conditional *uses* are subject to the following conditions and limitations:

- a. The bulk and scale shall be compatible with residential character of the area;

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- b. For *sports clubs*, the gross floor area shall not exceed 10,000 square feet unless the *building* is on the same *site* or adjacent to a *site* where a public facility is located or unless the *building* is a nonprofit facility; and
 - c. Use is limited to residents of a specified residential *development* or to *sports clubs* providing supervised instructional or athletic programs.
- 31. Bowling center and shooting range are prohibited.
- 32. Amusement park, fairground, and stadium/arena are prohibited.
- 33. Auto supply stores and pet shops are prohibited.
- 34. Bed and breakfast guesthouse only, subject to the following conditions:
 - a. The guesthouse shall be owner-occupied;
 - b. Meals shall be served to paying guests only (no restaurant *use* permitted);
 - c. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;
 - d. Parking shall be provided as required by this title; and
 - e. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.
- 35. *Self-service storage* only permitted and only if accessory to an *apartment development* of at least 12 units, provided:
 - a. The gross floor area in *self-service storage* shall not exceed the total gross floor area of the *apartment* dwellings on the *site*;
 - b. All outdoor lights shall be deflected, shaded and focused away from all adjoining property;
 - c. The use of the facility shall be limited to dead storage of household goods;
 - d. No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;
 - e. No *outdoor storage* or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;
 - f. No residential occupancy of the storage units;
 - g. No business activity other than the rental of storage units; and
 - h. A resident director shall be required on the *site* and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

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Neighborhood Business Zone**18.22.010 Neighborhood business zone – Use allowances.**

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

Table A. Neighborhood Business Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor^{1,2}</i>	<i>Air transportation service²¹</i>	<i>Adult entertainment business</i>
<i>Arts, entertainment, outdoor³</i>	<i>College/university</i>	<i>Ambulatory surgery center</i>
<i>Automotive sales and service, marine^{4,5}</i>	<i>Mobile food service</i>	<i>Animal kennel/shelter</i>
<i>Automotive sales and service, non-marine^{4,5,6,7}</i>	<i>Recreational facility, indoor^{2,22}</i>	<i>Auction house</i>
<i>Business service, standard</i>	<i>Regional land use^{23,24}</i>	<i>Business service, intensive</i>
<i>Cemetery, columbarium or mausoleum⁸</i>	<i>Secure facility²⁵</i>	<i>Construction and trade</i>
<i>Community residential facility⁹</i>	<i>Transportation²⁶</i>	<i>Family child-care home</i>
<i>Day-care</i>		<i>Funeral home/crematory</i>
<i>Eating and drinking place^{2,10}</i>		<i>Hospital</i>
<i>Educational service¹¹</i>		<i>Laboratory</i>
<i>Fire or police facility¹²</i>		<i>Manufacturing, heavy</i>
<i>Health care and social assistance^{13,14}</i>		<i>Manufacturing, light</i>
<i>Multiple family dwelling¹⁵</i>		<i>Marijuana business</i>
<i>Office</i>		<i>Marijuana cooperative</i>
<i>Park</i>		<i>Mobile home park</i>
<i>Personal service</i>		<i>Recreational facility, outdoor</i>
<i>Religious institution</i>		<i>Resource land use</i>
<i>Retail sales¹⁶</i>		<i>Retail sales, bulk</i>
<i>Standalone parking¹⁷</i>		<i>Single detached dwelling unit</i>
<i>Supportive living facility⁹</i>		<i>Vehicle or equipment rental</i>
<i>Temporary lodging^{18,19}</i>		<i>Warehousing</i>
<i>Utility facility²⁰</i>		<i>Wholesale trade</i>
<i>Vehicle refueling station</i>		

1. Theaters are prohibited.

2. *Social card games* are prohibited.

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3. Outdoor performance facilities and drive-in theaters are prohibited.
4. Repair or service shall only be performed in an enclosed *building*, with no outdoor storage of materials. Top, body, and upholstery repair shops and paint shops are prohibited.
5. Automotive sales are prohibited.
6. *Heavy equipment and truck repair* is prohibited.
7. Tire retreading is prohibited.
8. Limited to columbariums accessory to a *religious institution*, but required *landscaping* and parking shall not be reduced.
9. Only as part of a *mixed use development* subject to the conditions of Chapter 18.50 KMC.
10. Drinking places are prohibited.
11. Educational institutions (public or private), K – 12, are prohibited.
12. *Police facility* limited to “storefront” police offices. Such offices shall not have:
 - a. Holding cells; or
 - b. Long-term storage of stolen properties.
13. Veterinary clinics permitted subject to the following:
 - a. No burning of refuse or dead animals is allowed;
 - b. The portion of the *building or structure* in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and
 - c. The provisions of Chapter 18.70 KMC relative to animal keeping are met.
14. Social assistance permitted only as a re-use of a surplus nonresidential facility subject to Chapter 18.50 KMC.
15. Only as part of a *mixed use development* subject to the conditions of Chapter 18.50 KMC, except that stand-alone *townhouse developments* are permitted subject to KMC 17.20.125, 18.22.020, 18.30.130 and 18.50.050.
16. Building material stores, auto supply stores and used goods shops are prohibited.
17. Tow-in lots for damaged, abandoned or otherwise impounded vehicles are prohibited.
18. Bed and breakfast guesthouse only. All other *temporary lodging* is prohibited.
19. Bed and breakfast guesthouse shall be subject to the following conditions:
 - a. The guesthouse shall be owner-occupied;
 - b. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;

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- c. Parking shall be provided as required by this title; and
- d. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.

20. *Nonhydroelectric generation facility* requires a *conditional use permit*. *Hydroelectric generation facilities* are prohibited.

21. *Helistops* limited to *emergency* medical evacuation sites in conjunction with police, fire or health service facility.

22. Shooting ranges are prohibited.

23. Racetracks for motorized vehicles are prohibited.

24. Fairgrounds and stadiums/arenas are prohibited.

25. *SCTF Siting*. *Secure community transition facilities* as defined in RCW 71.09.020 are permitted by *conditional use permit* in the neighborhood business zone, subject to the following restrictions:

- a. Maximum Number of Residents. No *SCTF* shall house more than three persons, excluding resident staff.
- b. Siting Criteria.
 - (1) *SCTFs* should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.
 - (2) No *SCTF* shall be allowed within the following distances from the following specified *uses*, areas or zones, whether such *uses*, areas or zones are located within or outside the *City* limits:
 - A. In or within 250 feet of any residential zone district, or any residentially zoned property;
 - B. Adjacent to, immediately across a *street* or parking lot from, or within the line of sight of a “risk potential activity” as defined in RCW 71.09.020, as amended, including, but not limited to, public and private schools; school bus stops; licensed *day care* and licensed preschool facilities; public *parks*, publicly dedicated *trails* and sports fields; recreational and community centers; playgrounds; *religious institutions*; and public libraries;
 - C. One mile from any existing *SCTF*, work release, prerelease, or similar facility.
 - (3) The distances specified in footnote 24(b)(2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the *SCTF* is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.
- c. On-Site Facilities Required. Each *SCTF* shall provide on-site dining, on-site laundry or laundry service, and on-site recreational facilities to serve the residents.
- d. *Conditional Use Permit Application Process*. A *conditional use permit* application for an *SCTF* shall be accompanied by the following:
 - (1) The siting process used for the *SCTF*, including alternative locations considered. At least three alternative locations must be considered.

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

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

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Community Business Zone**18.23.020 Community business zone – Use allowances.**

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

Table A. Community Business Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor¹</i>	<i>Ambulatory surgery center</i>	<i>Adult entertainment business</i>
<i>Business service, standard</i>	<i>College/university</i>	<i>Air transportation service</i>
<i>Day-care</i>	<i>Community residential facility</i>	<i>Animal kennel/shelter</i>
<i>Eating and drinking place²</i>	<i>Fire or police facility</i>	<i>Arts, entertainment, outdoor</i>
<i>Educational service³</i>	<i>Laboratory</i>	<i>Auction house</i>
<i>Family child-care home⁴</i>	<i>Recreational facility, indoor</i>	<i>Automotive sales and service, marine</i>
<i>Health care and social assistance⁵</i>	<i>Regional land use</i>	<i>Automotive sales and service, non-marine</i>
<i>Multiple family dwelling</i>	<i>Religious institution</i>	<i>Business service, intensive</i>
<i>Office</i>	<i>Supportive living facility</i>	<i>Cemetery, columbarium, or mausoleum</i>
<i>Park</i>		<i>Construction and trade</i>
<i>Personal service²</i>		<i>Funeral home/crematory</i>
<i>Retail sales^{2,6}</i>		<i>Hospital</i>
<i>Single detached dwelling unit, existing legal⁷</i>		<i>Manufacturing, heavy</i>
<i>Standalone parking¹⁰</i>		<i>Manufacturing, light</i>
<i>Temporary lodging⁸</i>		<i>Marijuana business</i>
<i>Utility facility⁹</i>		<i>Marijuana cooperative</i>
		<i>Mobile food service</i>
		<i>Mobile home park</i>
		<i>Recreational facility, outdoor</i>
		<i>Resource land use</i>
		<i>Retail sales, bulk</i>
		<i>Secure facility</i>
		<i>Transportation</i>
		<i>Vehicle or equipment rental</i>
		<i>Vehicle refueling station</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

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1. Artist studios permitted. All other *indoor arts, entertainment uses* require a *conditional use permit*, except theaters which are prohibited.
2. Permitted only as part of a *mixed use development* and must occupy 50 percent of the *ground floor* at *street frontage*. Each *use* is limited to maximum 5,000 square feet per *use* and 15,000 square feet total contiguous.
3. Arts and craft schools are a permitted use; all other *educational service uses* require a *conditional use permit*.
4. A *family child-care home* is permitted in an *existing legal single detached dwelling unit* subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title 170. The *family child-care home* shall meet the following requirements:
 - a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
 - b. A safe passenger loading area shall be provided;
 - c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
 - d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
 - e. All signage shall conform to the applicable requirements of Chapter [18.42](#) KMC; and
 - f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility.
5. Social assistance *uses* and veterinary offices/clinics are conditionally permitted.
6. *Outdoor retail display/sidewalk sales* and auto supply stores are prohibited.
7. Other *single detached dwelling units* are prohibited.
8. Bed and breakfast guesthouse only. Hotels and motels are prohibited.
9. *Private stormwater management facility* is a *permitted use*. Sewer lift stations and pipes/electrical wires and associated structure supports may be conditionally permitted. All other *utility facility uses* are prohibited.
10. Limited to *commuter parking lots* for users of transit, carpools or ride-share programs, provided the facilities are located on existing parking lots for *religious institutions*, schools, or other permitted nonresidential *uses* which have excess capacity available during commuting hours. All other *standalone parking uses* require a *conditional use permit*.

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Downtown Residential Zone**18.24.020 Downtown residential zone - Use allowances.**

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

Table A. Downtown Residential Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor¹</i>	<i>Eating and drinking place¹</i>	<i>Adult entertainment business</i>
<i>Auction house, existing²</i>	<i>Educational service³</i>	<i>Air transportation service</i>
<i>Business service, standard³</i>	<i>Health care and social assistance¹⁰</i>	<i>Ambulatory surgery center</i>
<i>Community residential facility</i>	<i>Religious institution</i>	<i>Animal kennel/shelter</i>
<i>Day-care⁴</i>	<i>Supportive living facility</i>	<i>Arts, entertainment, outdoor</i>
<i>Family child-care home⁵</i>	<i>Utility facility¹¹</i>	<i>Automotive sales and service, marine</i>
<i>Multiple family dwelling⁶</i>		<i>Automotive sales and service, non-marine</i>
<i>Office³</i>		<i>Business service, intensive</i>
<i>Park</i>		<i>Cemetery, columbarium or mausoleum</i>
<i>Personal service³</i>		<i>College/university</i>
<i>Recreational facility, indoor</i>		<i>Construction and trade</i>
<i>Retail sales^{3, 7}</i>		<i>Fire or police facility</i>
<i>Single detached dwelling unit, existing legal⁸</i>		<i>Funeral home/crematory</i>
<i>Temporary lodging⁹</i>		<i>Hospital</i>
		<i>Laboratory</i>
		<i>Manufacturing, heavy</i>
		<i>Manufacturing, light</i>
		<i>Marijuana business</i>
		<i>Marijuana cooperative</i>
		<i>Mobile food service</i>
		<i>Mobile home park</i>
		<i>Recreational facility, outdoor</i>
		<i>Regional land use</i>
		<i>Resource land use</i>
		<i>Retail sales, bulk</i>
		<i>Secure facility</i>
		<i>Standalone parking</i>
		<i>Transportation</i>

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		<i>Vehicle or equipment rental</i>
		<i>Vehicle refueling station</i>
		<i>Warehousing</i>
		<i>Wholesale trade</i>

1. *Social card games* are prohibited.
2. Except for animal auction *uses* which are prohibited. Existing *auction houses*, excluding vehicle auctions, are permitted on properties currently used for *auction house* activity as of January 12, 2007. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of the property. The *auction house use* may not expand *buildings* or storage beyond the *use's* existing footprint. The *auction house* may expand accessory on-site parking associated with existing *auction house use* to adjoining or nearby parcels of land, subject to the *City's* approval of a site improvement plan that addresses the following issues:
 - a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
 - b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
 - c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC [18.52.180](#);
 - d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
 - e. Ensures that expanded accessory parking area is not used for storage.

Vehicle auctions in existence as of January 12, 2007, are permitted on site area and within *buildings* in the downtown residential zone located east of 68th Avenue NE and north of NE 182nd Street that are being used as a vehicle auction *use* as of that date. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of property. With the exception of accessory parking as outlined below, existing vehicle auction *uses* may not expand beyond their existing building footprint plus abutting easements, loading, or parking areas used for vehicle auction as of January 12, 2007. Renovations or alterations within the existing building footprint are permitted. However, expansion of existing *buildings* for vehicle auction *use* is prohibited. Expansion of accessory on-site parking associated with existing vehicle auction *use* to adjoining or nearby parcels of land is allowed, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
- b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
- c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC [18.52.180](#);
- d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
- e. Ensures that expanded accessory parking area is not used for storage.

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3. Permitted only as part of a *mixed use development*, and must occupy 50 percent of the *ground floor* at *street frontage*. Each *use* is limited to maximum 5,000 square feet per *use* and 15,000 square feet total contiguous. These standards do not apply to city government *offices*.
4. *Day care* II permitted only when accessory to a school, *religious institution*, *park*, *sports club* or public housing administered by a *public agency*.
5. A *family child-care home* is permitted in an existing legal *single detached dwelling unit* subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title [170](#). The *family child-care home* shall meet the following requirements:
 - a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
 - b. A safe passenger loading area shall be provided;
 - c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
 - d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
 - e. All signage shall conform to the applicable requirements of Chapter [18.42](#) KMC; and
 - f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility.
6. *Townhouses* are required to have four units minimum in a cluster. Enclosed under building parking is required per Chapter [18.52](#) KMC, Downtown Design Standards.
7. Except outdoor *retail sales* which is prohibited.
8. Other *single detached dwelling units* are prohibited.
9. Bed and breakfast guesthouse only. All other *temporary lodging uses* are prohibited.
10. Except *social services*, *correctional* which is prohibited.
11. Limited to sewer lift stations and pipes/electrical wires and associated structural supports.

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Downtown Commercial Zone**18.25.020 Downtown commercial zone - Use allowances.**

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

Table A. Downtown Commercial Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult entertainment business¹</i>	<i>Air transportation service</i>	<i>Animal kennel/shelter</i>
<i>Arts, entertainment, indoor</i>	<i>Ambulatory surgery center</i>	<i>Business service, intensive</i>
<i>Arts, entertainment, outdoor²</i>	<i>College/university</i>	<i>Cemetery, columbarium or mausoleum</i>
<i>Auction house, existing³</i>	<i>Community residential facility</i>	<i>Construction and trade</i>
<i>Automotive sales and service, marine, existing legal⁴</i>	<i>Fire or police facility</i>	<i>Family child-care home</i>
<i>Automotive sales and service, non-marine, existing legal⁴</i>	<i>Hospital</i>	<i>Funeral home/crematory</i>
<i>Business service, standard</i>	<i>Laboratory</i>	<i>Manufacturing, heavy</i>
<i>Day-care</i>	<i>Religious institution</i>	<i>Manufacturing, light</i>
<i>Eating and drinking place</i>	<i>Utility facility¹⁶</i>	<i>Marijuana business</i>
<i>Educational service⁵</i>		<i>Marijuana cooperative</i>
<i>Health care and social assistance^{6,7}</i>		<i>Mobile home park</i>
<i>Mobile food service⁸</i>		<i>Recreational facility, outdoor</i>
<i>Multiple family dwelling⁹</i>		<i>Resource land use</i>
<i>Office</i>		<i>Retail sales, bulk</i>
<i>Park</i>		<i>Secure facility</i>
<i>Personal service</i>		<i>Single detached dwelling unit</i>
<i>Recreational facility, indoor</i>		<i>Supportive living facility</i>
<i>Regional land use¹⁰</i>		<i>Transportation</i>
<i>Retail sales¹¹</i>		<i>Warehousing</i>
<i>Standalone parking¹²</i>		<i>Wholesale trade</i>
<i>Temporary lodging¹³</i>		
<i>Vehicle or equipment rental¹⁴</i>		
<i>Vehicle refueling station¹⁵</i>		

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1. It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this section, without regard to intervening *structures* or objects, if any:
 - a. Residentially zoned property;
 - b. Public or private school for general education of any grade K through 12;
 - c. School bus stop;
 - d. Licensed *day care* or licensed preschool facility;
 - e. Public *park*;
 - f. Publicly dedicated *trail*; provided, however, that the setback distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no setback on the north side of that trail due to the separation provided by SR-522;
 - g. Sports fields or playgrounds;
 - h. Recreation or community center;
 - i. *Religious institution*;
 - j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

2. Outdoor performance center permitted when located west of 68th Avenue NE and associated with a plaza open to the public, and space is made available for general public passive or active use during non-performance hours.
3. Except for animal auction *uses* which are prohibited. Existing *auction houses*, excluding vehicle auctions, are permitted on properties currently used for *auction house* activity as of January 12, 2007. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of the property. The *auction house use* may not expand *buildings* or storage beyond the *use's* existing footprint. The *auction house* may expand accessory on-site parking associated with existing *auction house use* to adjoining or nearby parcels of land, subject to the *City's* approval of a site improvement plan that addresses the following issues:
 - a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
 - b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
 - c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC 18.52.180;
 - d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
 - e. Ensures that expanded accessory parking area is not used for storage.

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Vehicle auctions in existence as of January 12, 2007, are permitted on site area and within *buildings* in the downtown commercial zone located east of 68th Avenue NE and north of NE 182nd Street that are being used as a vehicle auction *use* as of that date. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of property. With the exception of accessory parking as outlined below, existing vehicle auction *uses* may not expand beyond their existing building footprint plus abutting easements, loading, or parking areas used for vehicle auction as of January 12, 2007. Renovations or alterations within the existing building footprint are permitted. However, expansion of existing *buildings* for vehicle auction *use* is prohibited. Expansion of accessory on-site parking associated with existing vehicle auction *use* to adjoining or nearby parcels of land is allowed, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
 - b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
 - c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC 18.52.180;
 - d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
 - e. Ensures that expanded accessory parking area is not used for storage.
4. In the downtown commercial zone, properties (a) fronting SR-522 or taking primary access from SR-522, and (b) located on a property where the extent of use is no deeper than 260 feet from SR-522, and (c) containing automotive repair or automotive service *uses* as of April 28, 2003, shall be considered *existing legal uses*. Otherwise, automotive service *uses* are prohibited unless accessory to and contained within a structured parking garage.

Automotive sales are prohibited unless accessory to an *existing legal* automotive repair or service *use* and consistent with the following: (a) motor vehicles for sale or lease shall not be arranged in a display lot fashion along the primary *street frontage*, and (b) shall be a subordinate and incidental part of the automotive repair or service *use*, and (c) shall be subject to Chapter 18.52 KMC, Downtown Design Standards, regarding screening, location and other relevant standards.

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

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7. *Social services, noncorrectional* is a permitted use. *Social services, correctional* is a conditionally permitted use.
8. *Mobile food service* is permitted subject to the following requirements:
 - a. No permanent fencing, walls, or other *structures* shall be installed which hinder removal of the *structure* from the *site*;
 - b. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor;
 - c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
 - d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits;
 - e. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.
 - f. If a stand:
 - 1) The stand shall be located on a sidewalk or near a storefront consistent with barrier-free regulations;
 - 2) The stand location on the sidewalk or near a storefront shall provide for at least four feet of unobstructed sidewalk between the stand and the sidewalk edge for pedestrian movement.
9. When located on property fronting on SR-522, 73rd Avenue NE, NE 181st Street west of 68th Avenue NE, 65th Avenue NE, 67th Avenue NE, or 68th Avenue NE, such *uses* shall be subject to the following conditions:
 - a. A minimum of 80 percent of a *structure's* street front facade at street level shall be occupied by nonresidential (e.g., retail, office or service) *uses*. If the nonresidential and residential *uses* are located in separate structures, the 80 percent requirement shall apply to the lot's lineal *street frontage* at street level. Where the *lot* fronts on two or more *streets* and abuts a *lot* which is not zoned commercial, the street front facade requirement shall apply to the *structure's* facade along the *street* with the greatest continuous lineal feet of commercially zoned frontage.
 - b. The required nonresidential *use* shall extend at least 30 feet in depth at street level from the street front facade of the *structure*; provided, that the minimum required depth may be averaged, with no depth less than 15 feet.
 - c. Where a *lot* fronts on two or more *streets* and only abuts *lots* which are zoned commercial, the street front facade requirement shall be calculated by totaling the combined street front facades of the *structure* containing the required nonresidential *use*.
10. *Transit center* only permitted. All other *regional land uses* are prohibited. *Transit centers* shall be located a maximum distance of 1200 lineal feet measured from the center line of SR-522 to the furthestmost point of the *transit center*.
11. *Outdoor retail displays/sidewalk sales* also are permitted subject to:
 - a. The *outdoor retail display/sidewalk sale* shall be accessory to a permitted permanent commercial *use*;

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- b. Fire lanes shall remain fully open and accessible at all times;
 - c. The location on sidewalk or near storefront is barrier-free;
 - d. No required parking stall shall be blocked or unusable as a result of the *outdoor retail display/sidewalk sale*;
 - e. Safe ingress and egress to the *site* shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
 - f. Such display and activity is removed daily at the time of or prior to the close of business hours;
 - g. A sign permit is required for exterior signage in accordance with the sign code, Chapter 18.42 KMC.

- 12.
 - a. Within the zone north of SR-522 and west of 68th Avenue NE, commuter parking facilities shall be in structured *buildings* when the number of stalls exceeds 20. *Commuter parking lots* shall be located a maximum distance of 1,200 lineal feet measured from the center line of SR-522 to the furthestmost point of the *commuter parking lot*.
 - b. All parking structures shall provide retail usages for at least 50% of the *ground floor street frontages*, consistent with Chapter 18.52 KMC, Downtown Design Standards.
 - c. All parking structures shall be designed consistent with Chapter 18.52 KMC, Downtown Design Standards; interior design considerations shall include integration of parking with any transit bays, provision of indoor access to shops, and covered walkways to adjacent shopping, civic, residential, or other *developments* that patrons will access. Crime prevention through environmental design (CPTED) principles shall be integrated, such as, but not limited to, full spectrum lighting and maximization of visibility in publicly used areas.

- 13. Bed and breakfast guesthouse permitted only if part of a *mixed use development*.

- 14. Equipment rental is prohibited. Vehicle rental is permitted only when accessory to and contained within a structured parking garage. Automotive rental and leasing *uses* may also be permitted when accessory to an *existing legal* automotive service or *existing legal* automotive repair *use* and consistent with the following:
 - a. Motor vehicles for lease or rental shall not be arranged in a display lot fashion along the *primary street frontage*, and
 - b. Shall be a subordinate and incidental part of the automotive repair or automotive service business, and
 - c. Shall be subject to Chapter 18.52 KMC, Downtown Design Standards, regarding screening, location and other relevant standards. Otherwise prohibited.

- 15. *Existing legal* gasoline service stations are permitted. Other gasoline service stations are prohibited.

- 16. Limited to sewer lift stations and pipes/electrical wires and associated structural supports.

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Public and Semi-Public Zone**18.27.020 Public and semi-public zone – Use allowances.**

A. The following *uses* listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited* uses in the public and semi-public zone.

Table A. Public and Semi-Public Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor</i>	<i>College/university</i>	<i>Marijuana business</i>
<i>Arts, entertainment, outdoor¹</i>	<i>Construction and trade⁴</i>	<i>Marijuana cooperative</i>
<i>Educational service</i>		<i>Regional land use⁵</i>
<i>Fire or police facility</i>		<i>Secure facility</i>
<i>Office²</i>		
<i>Park</i>		
<i>Recreational facility, indoor</i>		
<i>Recreational facility, outdoor</i>		
<i>Standalone parking³</i>		
<i>Utility facility</i>		

1. Except outdoor performance center which is conditionally permitted.
2. Limited to *public agency offices*.
3. Limited to commuter parking facilities for users of transit, carpools or ride-share programs.
4. Limited to *public agency* maintenance yards or facilities.
5. Landfill and transfer station are specifically prohibited. Consideration of all other *regional land uses* shall follow the process outlined in KMC Section 18.27.060.

B. Classified land *uses* not listed or prohibited in Table A may be allowed through completion of a site plan review process pursuant to KMC [18.27.060](#) and Chapter [18.105](#) KMC.

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Parks Zone**18.28.020 Parks zone – Use allowances.**

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

Table A. Parks Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor</i>		<i>Marijuana business</i>
<i>Arts, entertainment, outdoor</i>		<i>Marijuana cooperative</i>
<i>Construction and trade</i> ¹		
<i>Mobile food service</i> ²		
<i>Office</i> ³		
<i>Park</i>		
<i>Recreational facility, indoor</i>		
<i>Recreational facility, outdoor</i>		
<i>Single detached dwelling unit</i> ⁴		
<i>Utility facility</i>		

1. *City maintenance facility* only.

2. *Mobile food service* requirements:

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

3. *City office* only.

4. One *dwelling unit* allowed per existing legal *lot* as of December 11, 2006.

B. Classified land *uses* not listed or prohibited in Table A may be allowed through completion of a site plan review process pursuant to KMC [18.28.060](#) and Chapter [18.105](#) KMC. Proponents of projects that include land *uses* of different sizes or dimensions than those allowed in Table A may also request allowance of such *uses* pursuant to KMC 18.28.060 and Chapter 18.105 KMC.

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Golf Course Zone**18.28A.020 Golf course zone – Use allowances.**

A. The following *uses* listed in Table A are identified as *permitted*, conditionally permitted, or *prohibited* uses in the golf course zone:

Table A. Golf Course Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Arts, entertainment, indoor</i>	<i>Arts, entertainment, outdoor</i>	<i>Marijuana business</i>
<i>Park</i>		<i>Marijuana cooperative</i>
<i>Recreational facility, indoor</i>		<i>Multiple family dwelling</i>
<i>Recreational facility, outdoor</i>		<i>Single detached dwelling unit</i>
<i>Utility Facility</i>		

B. Classified land *uses* not listed or prohibited in Table A may be allowed through completion of a site plan review process pursuant to KMC [18.28A.060](#) and Chapter [18.105](#) KMC.

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LANDSCAPING AND PARKING CHANGES**New definitions for land use groupings****18.10.078 Interpretation of land use groupings.**

Several land use groupings have been devised for purposes of KMC Chapters 18.35 and 18.40: KMC 18.20.1203, General services land uses; 18.20.1233 Government/business services land uses; 18.20.1678, Manufacturing land uses; 18.20.2232, Recreational/cultural land uses; 18.20.2275, Regional land uses; 18.20.2325 Residential land uses; 18.20.2327, Resource land uses; and 18.20.2362 Retail land uses. Within these groupings, both the general classified land use terms and more specific terms for uses that fall under the general classified land use terms may appear. For example, the general classified land use term *recreational facility, outdoor* is included in the *recreational/cultural land uses* land use grouping, but *stable*, which is a more specific type of outdoor recreational facility, is included in the *general services land uses* land use grouping. In cases where both the general classified land use term and a more specific term are used in the land use groupings, the general classified land use term should be assumed to not include the more specific term.

18.20.1203 General services land uses.

For purposes of KMC Chapters 18.35 and 18.40, "General services land uses" means *ambulatory surgery center; animal kennel/shelter; automotive service (except tire retreading); business service, intensive; cemetery, columbarium or mausoleum; day care; educational service; funeral home/crematory; health care and social assistance; hospital; laboratory; personal service; religious institution; and stable.*

18.20.1233 Government/business services land uses.

For purposes of KMC Chapters 18.35 and 18.40, "Government/business services land uses" means *air transportation service; business service, standard; construction and trade; fire or police facility; heavy equipment and truck repair; office; private stormwater management facility; public agency archive; public agency or utility yard; standalone parking; transportation; utility facility; vehicle or equipment rental; warehousing; and wholesale trade.*

18.20.1678 Manufacturing land uses.

For purposes of KMC Chapters 18.35 and 18.40, "Manufacturing land uses" means *manufacturing, heavy; manufacturing, light; marijuana processor; and tire retreading.*

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18.20.2232 Recreational/cultural land uses.

For purposes of KMC Chapters 18.35 and 18.40, "Recreational/cultural land uses" means *adult entertainment business; arts, entertainment, indoor; arts, entertainment, outdoor; park; recreational facility, indoor; recreational facility, outdoor; and trail.*

18.20.2275 Regional land uses.

For purposes of KMC Chapter 18.40, "Regional land uses" means *college/university; conference center; hydroelectric generation facility; nonhydroelectric generation facility; regional land use; resource land use; secure facility; transit bus base; school bus base; and wireless communication facility.*

18.20.2325 Residential land uses.

For purposes of KMC Chapters 18.35 and 18.40, "Residential land uses" means *community residential facility; family child-care home; manufactured home, mobile home; mobile home park; multiple family dwelling; single detached dwelling unit; supportive living facility; and temporary lodging.*

18.20.2327 Resource land uses.

For purposes of KMC Chapter 18.40, "Resource land uses" means *resource land use and marijuana producer.*

18.20.2362 Retail land uses.

For purposes of KMC Chapters 18.35 and 18.40, "Retail land uses" means *auction house; automotive sales; eating and drinking place; marijuana retailer; mobile food service; retail sales; retail sales, bulk; and vehicle refueling station.*

Code sections to be changed

18.35.030 Land use grouping.

To facilitate the application of this chapter, land uses have been grouped in the following manner:

A. "Residential development" refers to *residential land uses (except residential accessory uses, home occupation, and home industry), multiple-family dwelling, supportive living facility, and temporary lodging.*

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B. "Attached/group residences" refers to:

1. Multiple-family dwellings, including:
 - a. Townhouses, except as provided in subsection (C)(1) of this section;
 - b. Apartments;
2. Single detached dwelling units developed on common property at a density of 12 or more units per acre;
3. Senior citizen assisted living and supportive living facilities;
4. Temporary lodging;
5. Group residences other than Type I community residential facilities, adult family homes; and
6. Mobile home parks.

C. "Single-family development" refers to:

1. Residential subdivisions and short subdivisions, including attached and detached dwelling units on individually platted or short platted lots;
2. Any detached dwelling units located on a lot;
3. Family child-care homes; and
4. Type I community residential facilities.

D. "Commercial development" refers to:

1. Adult entertainment business; theater; theater, drive-in; bowling center; amusement and recreation services; shooting range; amusement arcades; amusement park; outdoor performance center; arts, entertainment; and recreational facility; Recreational/cultural land uses, except library, museum, park and trail;
2. General services land uses, (except recycling centers, health care and social assistance, hospital, laboratory, and educational services, day care I, and church, synagogue, mosque, temple, religious institution), personal service, and animal kennel/shelter; and

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3. ~~"Retail land uses" and retail sales (except forest product sales and agricultural crop sales); automotive sales, and vehicle refueling stations; and~~

4. ~~Car washes.~~

E. "Industrial development" refers to:

1. ~~Interim recycling facility;~~

2. ~~"Government/business services land uses" (, except public agency or utility office; public agency or utility yard; public agency archives; court; fire or police facility; fire facility; utility facility; commuter parking lot; private stormwater management facility; and vector waste receiving facility); standard business service, office, warehousing, wholesale trade, and air transportation service;~~

32. ~~"Manufacturing land uses"; and~~

43. Mineral extraction and processing.

F. "Institutional development" refers to:

1. Library, museum and conference center;

2. ~~Religious institution; medical/dental office/outpatient clinics, nursing facilities, hospital, medical/dental lab, miscellaneous health services, health care and social assistance, ambulatory surgery center, and laboratory; and educational service, elementary schools, middle/junior high schools, secondary or high schools, vocational schools, school district support facilities, and specialized instruction schools except specialized instruction schools permitted as an accessory use; and~~

3. ~~Public agency or utility office; public agency or utility yard; public agency archives; court; fire or police facility; fire facility; utility facility; commuter parking lot; standalone parking; private stormwater management facility; and vector waste receiving facility.~~

G. "Utility development" refers to utility facilities, except ~~private stormwater management facility and vector waste receiving facility.~~

H. Uses that are not listed in this section shall not be subject to landscaping requirements except as specified in any applicable review of a conditional use or special use permit.

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18.40.030 Computation of required off-street parking spaces.

A. Except as modified in KMC [18.40.040](#), [18.40.050](#) or [18.40.090](#), off-street parking areas shall contain at a minimum the number of *parking spaces* as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square feet means the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets, restrooms and exterior walls. If the formula for determining the number of off-street *parking spaces* results in a fraction, the number of off-street *parking spaces* shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
RESIDENTIAL: (removed italics)		
<i>Single detached dwelling unit</i> (added italics)	2.0 per dwelling unit	2.0 per dwelling unit; tandem stalls permitted
<i>Townhouse</i>	2.0 per dwelling unit	1.5 per dwelling unit; tandem stalls permitted
Guest parking	1 space for every 5 units	1 space for every 5 units
<i>Apartment:</i>		
<i>Microhousing dwelling units</i> (added italics)	Within 1/4 mile of SR-522: 0.75 per dwelling unit. Otherwise, 1.2 per dwelling unit	Within 1/4 mile of SR-522: 0.75:du. Otherwise, 1.0:du. Tandem stalls permitted
Studio units	1.2 per dwelling unit	1.0:du; tandem stalls permitted
One bedroom units	1.5 per dwelling unit	1.0:du; tandem stalls permitted
Two bedroom units	1.7 per dwelling unit	1.5:du; tandem stalls permitted
Three bedroom units or larger	2.0 per dwelling unit	1.7:du; tandem stalls permitted
Guest parking	1 space for every 5 units	1 space for every 5 units

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LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
<i>Mobile home park</i>	2.0 per dwelling unit	2.0 per dwelling unit
<i>Senior citizen assisted living</i>	1 per 2 dwelling or sleeping units	1 per 2 dwelling or sleeping units
<i>Community residential facilities</i>	1 per 2 bedrooms	1 per 2 bedrooms
Dormitory (removed italics), including religious	1 per 2 bedrooms	1 per 2 bedrooms
Hotel/motel including organizational hotel/lodging	1 per bedroom	1 per bedroom
Bed and breakfast guesthouse (removed italics)	1 per guest room, plus 2 per facility	1 per guest room, plus 2 per facility
<i>Other residential land use</i>	(city manager)	(city manager)
RECREATIONAL/CULTURAL: (removed italics)		
<i>Recreational/cultural land uses, arts/entertainment and recreational facility:</i>	1 per 300 square feet	1 per 300 square feet
Exceptions:		
Bowling center	5 per lane	5 per lane
Golf course	3 per hole, plus 1 per 300 square feet of clubhouse facilities	—
Tennis club	4 per tennis court, plus 1 per 300 square feet of clubhouse facility	—
Golf driving range	1 per tee	—
Park/playfield	(city manager)	(city manager)
Theater (remove italics)	1 per 3 fixed seats	1 per 3 fixed seats

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LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
<i>Conference center</i>	1 per 3 fixed seats, plus 1 per 50 square feet used for assembly purposes without fixed seats, or 1 per bedroom, whichever results in the greater number of spaces	1 per 3 fixed seats, plus 1 per 50 square feet used for assembly purposes without fixed seats, or 1 per bedroom, whichever results in the greater number of spaces
Artist studios (moved from General Services and removed italics)	0.9 per 1,000 square feet of area used for studios	0.9 per 1,000 square feet of area used for studios
GENERAL SERVICES: (removed italics)		
<i>General services land uses, personal service, and animal kennel/shelter:</i>	1 per 300 square feet	1 per 300 square feet
Exceptions:		
<i>Funeral home/crematory</i> (added italics)	1 per 50 square feet of chapel area	—
<i>Day care I</i>	2 per facility	2 per facility
<i>Day care II</i>	2 per facility, plus 1 space for each 20 children	2 per facility, plus 1 space for each 20 children
<i>Church, synagogue, mosque, temple</i> Religious institution	1 per 5 fixed seats, plus 1 per 50 square feet of gross floor area without fixed seats used for assembly purposes	1 per 5 fixed seats, plus 1 per 50 square feet of gross floor area without fixed seats used for assembly purposes
Outpatient and veterinary clinic offices	1 per 300 square feet of office, labs and examination rooms	1 per 300 square feet of office, labs and examination rooms
Nursing and personal care facilities	1 per 4 beds	—
<i>Hospital</i> (added italics)	1 per bed	1 per bed

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LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
Elementary schools (removed italics)	1 per <i>school classroom</i> , plus 1 per 50 students	1 per <i>school classroom</i> , plus 1 per 50 students
Secondary schools: (removed italics)		
Middle/junior high schools (removed italics)	1 per <i>school classroom</i> , plus 1 per 50 students	1 per <i>school classroom</i> , plus 1 per 50 students
High schools (removed italics)	1 per <i>school classroom</i> , plus 1 per 10 students	1 per <i>school classroom</i> , plus 1 per 10 students
High schools with stadiums (removed italics)	Greater of 1 per <i>school classroom</i> , plus 1 per 10 students, or 1 per 3 fixed seats in stadium	Greater of 1 per <i>school classroom</i> , plus 1 per 10 students, or 1 per 3 fixed seats in stadium
Vocational schools	1 per <i>school classroom</i> , plus 1 per 5 students	1 per <i>school classroom</i> , plus 1 per 5 students
Specialized instruction schools	1 per <i>school classroom</i> , plus 1 per 2 students	1 per <i>school classroom</i> , plus 1 per 2 students
Colleges/universities (added italics)	1 per 2 commuting students, faculty and staff	—
GOVERNMENT/BUSINESS SERVICES: (removed italics)		
Government/business services land uses, standard business service, office, warehousing, and air transportation service.	1 per 300 square feet	1 per 300 square feet
Exceptions:		

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LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
<i>Public agency yard</i> (added italics)	1 per 300 square feet of offices, plus 0.9 per 1,000 square feet of indoor storage (remove italics) or repair areas	—
<i>Public agency archives</i>	0.9 per 1,000 square feet of storage area, plus 1 per 50 square feet of waiting/reviewing areas	—
Courts	3 per courtroom, plus 1 per 50 square feet of fixed seat or assembly areas	3 per courtroom, plus 1 per 50 square feet of fixed seat or assembly areas
Fire or Police facility	(city manager)	(city manager)
Fire facility	(city manager)	(city manager)
<i>Construction and trade</i>	1 per 300 square feet of office, plus 1 per 3,000 square feet of storage area	1 per 300 square feet of office, plus 1 per 3,000 square feet of storage area
<i>Warehousing</i> (added italics) and storage	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of storage area	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of storage area
<i>Self-service storage</i>	1 per 3,500 square feet of storage area, plus 2 for any resident director's unit	1 per 3,500 square feet of storage area, plus 2 for any resident director's unit
Outdoor advertising services	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of storage area	—

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LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
Heavy equipment repair	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of indoor repair areas	—
Office	1 per 300 square feet	1 per 300 square feet
RETAIL/WHOLESALE: (removed italics)		
Retail land uses, retail sales, automotive sales, and vehicle refueling stations;	1 per 300 square feet	1 per 300 square feet
Exceptions:		
Food stores, less than 15,000 square feet	3 plus 1 per 350 square feet	3 plus 1 per 350 square feet
Gasoline service stations and Vehicle refueling stations w/o grocery	3 per facility, plus 1 per service bay	3 per facility, plus 1 per service bay
Gasoline service stations and Vehicle refueling stations w/grocery, no service bays	1 per facility, plus 1 per 300 square feet of store	1 per facility, plus 1 per 300 square feet of store
Restaurants	1 per 75 square feet in dining or lounge areas	1 per 75 square feet in dining or lounge areas
Wholesale trade (added italics) uses	0.9 per 1,000 square feet	0.9 per 1,000 square feet
Retail sales and wholesale trade (added italics) mixed use	1 per 300 square feet	1 per 300 square feet
MANUFACTURING: (removed italics)		
Manufacturing land uses	0.9 per 1,000 square feet	—

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LAND USE	MINIMUM PARKING SPACES REQUIRED Citywide, Except in Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE	MINIMUM PARKING SPACES REQUIRED Downtown Commercial and Downtown Residential Zones West of 68th Avenue NE
Exceptions:	–	–
Winery/brewery	0.9 per 1,000 square feet, plus 1 per 50 square feet of tasting area	–
RESOURCES:		
<i>Resource land uses</i>	<i>(city manager)</i>	–
REGIONAL:		
<i>Regional land uses</i>	<i>(city manager)</i>	<i>(city manager)</i>

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18.40.090 Transit and rideshare provisions.

A. Government/business services *land uses* and manufacturing land uses, *standard business service, office, warehousing, wholesale trade, air transportation service, ambulatory surgery center, hospitals, high schools, vocational schools, educational service and college/universities, and specialized instruction schools* shall be required to reserve one *parking space* of every 20 required spaces for rideshare parking as follows:

1. The *parking spaces* shall be located closer to the primary employee entrance than any other employee parking except disabled;
2. Reserved areas shall have markings and *signs* indicating that the space is reserved; and
3. Parking in reserved areas shall be limited to vanpools and carpools established through rideshare programs by public agencies and to vehicles meeting minimum rideshare qualifications set by the employer;

B. The *city manager* may reduce the number of required off-street *parking spaces* when one or more scheduled transit routes provide service within one-quarter mile (1,320 feet) of the *site* as measured linearly along *streets* or other pedestrian pathways. The amount of reduction shall be based on the

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number of scheduled transit runs between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. each business day up to a maximum reduction as follows:

1. Four percent for each run serving *government/business service land uses, standard business service, office, warehousing, wholesale trade, air transportation service, and manufacturing land uses*, up to a maximum of 40 percent; and
2. Two percent for each run serving *recreational/cultural land uses, arts, entertainment, recreational facility, general services land uses, personal services, animal kennel/shelter, educational service, ambulatory surgery center, health care and social assistance, and retail/retail sales/wholesale land uses, and wholesale trade/automotive sales, and vehicle refueling station*, up to a maximum of 20 percent; and

C. All *uses* which are located on an existing transit route and are required under the computation for required off-street *parking spaces* in KMC [18.40.030](#)(A) to provide more than 200 *parking spaces* may be required to provide transit shelters, bus turnout lanes or other transit improvements as a condition of permit approval. *Uses* which reduce required parking under subsection B of this section shall provide transit shelters if transit routes adjoin the *site*.

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OTHER AMENDED CODE SECTIONS**18.21.073 Accessory uses.**

Accessory uses, when consistent with the definition in Chapter 18.20 KMC, are allowed as determined by the *city manager*.

18.22.015 Accessory uses.

Accessory uses, when consistent with the definition in Chapter 18.20 KMC, are allowed as determined by the *city manager*.

18.23.030 Accessory uses.

Accessory uses, when consistent with the definitions and criteria in Chapters 18.10 and 18.20 KMC, are allowed as determined by the *city manager*.

18.24.030 Accessory uses.

Accessory uses, when consistent with the definitions and criteria in Chapters 18.10 and 18.20 KMC, are allowed as determined by the *city manager*.

18.25.030 Accessory uses.

Accessory uses, when consistent with the definitions and criteria in Chapters 18.10 and 18.20 KMC, are allowed as determined by the *city manager*.

18.27.030 ~~Public and semi-public zone~~ Accessory uses.

Accessory uses, when consistent with the definitions and criteria in Chapters 18.10 and 18.20 KMC, are allowed as determined by the *city manager*.

18.28.030 ~~Parks zone~~ Accessory uses.

Accessory uses, when consistent with the definitions and criteria in Chapters 18.10 and 18.20 KMC, are allowed as determined by the *city manager*.

18.28A.030 ~~Golf course zone~~ Accessory uses.

Accessory uses, when consistent with the definitions and criteria in Chapters 18.10 and 18.20 KMC, are allowed as determined by the *city manager*.

18.22.025 Drive-through service.

Drive-through service is permitted as an *accessory use*. *Drive-through service* shall be oriented to the side and/or rear of the *building*, and integrated into the exterior wall. Drive-through lanes shall not be located between the *street* and the main pedestrian access to the *buildings*. Modifications to these requirements may be reviewed through the site plan or building permit review process

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when meeting the intent of pedestrian orientation pursuant to Chapter 18.52 KMC, Downtown Design Standards.

18.21.075 Drive-through service.

Drive-through service is prohibited in this zoning district.

18.23.045 Drive-through service.

Drive-through service is prohibited in this zoning district.

18.24.042 Drive-through service.

Drive-through service is prohibited in this zoning district.

18.25.042 Drive-through service.

Properties having frontage on SR-522 and taking primary access from SR-522 as of May 8, 2003 shall be permitted *drive-through service*. Where allowed, *drive-through service* is permitted as an *accessory use*. *Drive-through service* shall be oriented to the side and/or rear of the *building*, and integrated into the exterior wall. Drive-through lanes shall not be located between the *street* and the main pedestrian access to the *buildings*. Modifications to these requirements may be reviewed through the site plan or building permit review process when meeting the intent of pedestrian orientation pursuant to Chapter 18.52 KMC, Downtown Design Standards.

18.21.078 Outdoor storage.

Outdoor storage is prohibited in this zoning district.

18.22.028 Outdoor storage.

Outdoor storage is prohibited in this zoning district.

18.23.048 Outdoor storage.

Outdoor storage is prohibited in this zoning district.

18.24.044 Outdoor storage.

Outdoor storage is prohibited in this zoning district.

18.25.044 Outdoor storage.

Outdoor storage is prohibited in this zoning district.

18.26.040 Use allowances – Regional business east subarea.

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¹⁷ Jails and jail farm/camp are prohibited. *Secure community transition facilities* as defined in RCW [71.09.020](#) are subject to the following restrictions:

- a. Maximum Number of Residents. No SCTF shall house more than three persons, excluding resident staff.
- b. Siting Criteria.
 - (1) SCTFs should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.
 - (2) No SCTF shall be allowed within the following distances from the following specified uses, areas or zones, whether such uses, areas or zones are located within or outside the City limits:
 - (A) In or within 250 feet of any residential zone district, or any residentially zoned property.
 - (B) Adjacent to, immediately across a street or parking lot from, or within the line of sight of a “risk potential activity” as defined in RCW [71.09.020](#), as amended, including, but not limited to, public and private schools; school bus stops; licensed *day care* (italics added) and licensed preschool facilities; public *parks* (italics added), publicly dedicated *trails* (italics added) and sports fields; recreational and community centers; playgrounds; ~~church, synagogue, mosque, temple~~ *religious institutions*; and public libraries.
 - (C) One mile from any existing SCTF, work release, prerelease, or similar facility.
 - (3) The distances specified in footnote (17)(b)(2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the SCTF is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.
- c. On-Site Facilities Required. Each SCTF shall provide on-site dining, on-site laundry or laundry service, and on-site recreational facilities to serve the residents.
- d. Conditional Use Permit Application Process. A *conditional use permit* application for an SCTF shall be accompanied by the following:
 - (1) The siting process used for the SCTF, including alternative locations considered. At least three alternative locations must be considered.

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

18.29.040 Use allowances.

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- ⁴ *Mobile food vendors are* service is permitted subject to the following requirements:
 - a. For a stand, location shall be on a sidewalk or near a storefront consistent with barrier-free regulations;
 - b. For a stand, location on the sidewalk or near a storefront shall provide for at least four feet of unobstructed sidewalk between the stand and the sidewalk edge for pedestrian movement;
 - c. No permanent fencing, walls, or other structures are installed which hinder removal of the structure from the site;
 - d. No required parking stall shall be blocked or rendered unusable as a result of the mobile vendor food service;
 - e. Safe ingress and egress to the site shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
 - f. The limited duration of the *mobile* vendor food service shall be established as a condition of approval of any applicable permits; if accessory to a use, such operation is removed daily at the time of or prior to the close of business hours;

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g. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.

⁵ No *outdoor storage* (*italics added*) of materials shall be permitted.

18.30.230 Setbacks – Projections and structures allowed.

Provided that the required *setbacks* from *regional utility corridors* of KMC [18.30.200](#), the adjoining half-street or designated arterial *setbacks* of KMC [18.30.220](#) and the sight distance requirements of KMC [18.30.240](#) are maintained, *structures* may extend into or be located in required *setbacks*, including *setbacks* as required by KMC [18.21.060](#)(B), as follows:

A. Fireplace *structures*, bay or garden windows, enclosed stair landings, closets, or similar *structures* may project into any *setback*, provided such projections are:

1. Limited to two per facade;
2. Not wider than 10 feet; and
3. Not more than 24 inches into an interior *setback* or 30 inches into a *street setback*;

B. Uncovered porches and decks which exceed 18 inches above the finished grade may project:

1. Eighteen inches into interior *setbacks* in the NB, CB, DR, DC, UC, ~~DWVC~~, RB, PSP, P, and GC zones;
2. Eighteen inches into side *setbacks* in the R zones;
3. Eighteen inches into rear *setbacks* in the R-12 through R-~~4824~~ zones;
4. Five feet into rear *setbacks* in the R-1 through R-6 zones; and
5. Five feet into *street setbacks*;

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18.73.110 Home occupation.

Residents of a *dwelling unit* may conduct one or more *home occupations* as accessory activities, provided:

A. The total area devoted to all *home occupation(s)* shall not exceed 20 percent of the floor area of the *dwelling unit*. Areas with attached garages and storage *buildings* shall not be considered part of the

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dwelling unit for purposes of calculating allowable *home occupation* area but may be used for storage of goods associated with the *home occupation*;

B. In residential zones, all the activities of the *home occupation(s)* shall be conducted indoors, except for those related to growing or storing of plants used by the *home occupation(s)*;

C. No more than one nonresident shall be employed by the *home occupation(s)*;

D. The following activities shall be prohibited in residential zones only:

1. Automobile, truck and *heavy equipment* repair;
2. Autobody work or painting;
3. Parking and storage of *heavy equipment*; and
4. Storage of building materials for use on other properties;

E. In addition to required parking for the *dwelling unit*, on-site parking shall be provided as follows:

1. One stall for a nonresident employed by the *home occupation(s)*; and
2. One stall for patrons when services are rendered on-site;

3. For *specialized instruction schools*, the number of stalls shall be as required by Chapter 18.40 KMC.

F. Sales shall be limited to:

1. Mail order sales; and
2. Telephone sales with off-site delivery;

G. *Specialized instruction schools* shall be limited to:

a. 12 students per one-hour session;

b. Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

GH. Services to patrons shall be arranged by appointment or provided off-site;

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HJ. The *home occupation(s)* may use or store a vehicle for pickup of materials used by the *home occupation(s)* or the distribution of products from the *site*, provided:

1. No more than one such vehicle shall be allowed;
2. Such vehicle shall not park within any required *setback* areas of the *lot* or on adjacent *streets*; and
3. Such vehicle shall not exceed a weight capacity of one ton;

IJ. The *home occupation(s)* shall not use electrical or mechanical equipment that results in:

1. A change to the occupancy type of the *structure(s)* used for the *home occupation(s)*;
2. Visual or audible interference in radio or television receivers, or electronic equipment located off-premises; or
3. Fluctuations in line voltage off-premises; and

JK. Uses not allowed as *home occupations* may be allowed as a *home industry* pursuant to this chapter.

18.73.120 Home industry.

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

A. In the R-1, R-4 and R-6 zones, a *conditional use permit* is obtained.

AB. The *site area* shall be no less than one acre;

BC. The area of the *home industry* shall not exceed 50 percent of the floor area of the *dwelling unit*. Areas within attached garages and storage *buildings* shall not be considered part of the *dwelling unit* for purposes of calculating allowable *home industry* area but may be used for storage of goods associated with the *home occupation*;

CD. No more than four nonresidents shall be employed in a *home industry*;

DE. In addition to required parking for the *dwelling unit*, on-site parking shall be provided as follows:

1. One stall for each nonresident employee of the *home industry*; and

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2. One stall for customer parking;

EF. Additional customer parking shall be calculated for areas devoted to the *home industry* at the rate of one stall per:

1. One thousand square feet of *building* floor area; and
2. Two thousand square feet of outdoor work or storage area;

FG. Sales shall be limited to items produced on-site, except for items collected, traded and occasionally sold by hobbyists, such as coins, stamps, and antiques;

GH. Ten feet of Type I *landscaping* shall be provided around portions of parking and outside storage areas which are otherwise visible from adjacent properties or public rights-of-way; and

HI. The *city manager* shall ensure compatibility of the *home industry* by:

1. Limiting the type and size of equipment used by the *home industry* to those which are compatible with the surrounding neighborhood;
2. Providing for *setbacks* or screening as needed to protect adjacent residential properties;
3. Specifying hours of operation;
4. Determining acceptable levels of outdoor lighting; and
5. Requiring sound level tests for activities determined to produce sound levels which may be excessive.

18.21.070 Personal services, eating and drinking place, and retail sales uses in R-4 through R-4824 zones.

General p Personal service uses, eating and drinking place uses except drycleaning plants other than rug cleaning and industrial launderers, and retail sales land uses, except agricultural crop sales, which are located in the R-4 through R-4824 zones shall be subject to the following requirements:

- A. Each individual establishment shall not exceed 5,000 square feet of gross floor area and the combined total of all contiguous commercial establishments shall not exceed 15,000 square feet of gross floor area;

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B. Establishments shall not be located less than one mile from another commercial establishment, unless located with other establishments meeting the criteria in subsection A of this section;

C. Establishment *sites* shall abut an intersection of two public *streets*, each of which is designated as a neighborhood collector or arterial and which has improved pedestrian facilities for at least one-fourth mile from the *site*;

D. The maximum on-site parking ratios for establishments and *sites* shall be two per 1,000 square feet and required parking shall not be located between the *building(s)* and the *street*; and

E. *Buildings* shall comply with the *building facade modulation* and roofline variation requirements in KMC [18.50.080](#) and at least one facade of the *building* shall be located within five feet of the sidewalk;

F. If the *personal service*, eating and drinking place, or *retail* (added italics) sales use is located in a *building* with multifamily *uses*, then the commercial *use* shall be on the *ground floor* and shall not exceed 25 percent of the total floor area of the *building*;

G. *Sign* and *landscaping* standards for the *use* apply.

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CHANGES TO LAND USE DEFINITIONS

Existing Land Use Definitions to be Eliminated

18.20.040 Accessory use, commercial/industrial.

"Commercial/industrial accessory use" means:

A. A use that is subordinate and incidental to a commercial or industrial use, including but not limited to the following uses:

1. Administrative offices;
2. Employee exercise facilities;
3. Employee food service facilities;
4. Incidental storage of raw materials and finished products sold or manufactured on-site;
5. Business owner or caretaker residence;
6. Cogeneration facilities; and
7. Ground maintenance facilities.

B. Some accessory uses within the scope of this section may be defined separately to enable the code to apply different conditions of approval. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.045 Accessory use, parks.

"Parks accessory use" means a use or activity which is subordinate and incidental to a park including, but not limited to, the following uses:

A. Environmental education, arts, dance, music, and other community-based and limited-term instruction.

B. Recreational and social activities, such as hiking, biking, boating and other similar recreational activities.

C. Meetings of nonprofit, social, community, and/or volunteer organizations. [Ord. 11-0329 § 3 (Exh. 1).]

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18.20.050 Accessory use, residential.

"Residential accessory use" means:

A. A *use, structure*, or activity which is subordinate and incidental to a residence including, but not limited to, the following *uses*:

1. *Accessory living quarters* and dwellings;
2. *Fallout/bomb shelters*;
3. *Keeping household pets*;
4. *On-site rental office*;
5. *Pools, private docks, piers*;
6. *Antennas for private telecommunication services*;
7. *Storage of yard maintenance equipment*;
8. *Storage of private vehicles, e.g., motor vehicles, boats, trailers or planes*; or
9. *Greenhouses*.

B. Some accessory uses within the scope of this section may be defined separately to enable the code to apply different conditions of approval. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.060 Accessory use, resource.

"Resource accessory use" means:

A. A *use, structure*, or part of a *structure* which is customarily subordinate and incidental to a resource *use* including, but not limited to, the following *uses*:

1. *Housing of agricultural workers*; or
2. *Storage of agricultural products or equipment used on-site*.

B. Some accessory uses within the scope of this section may be defined separately to enable the code to apply different conditions of approval. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.100 Agricultural product sales.

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"Agricultural product sales" means the retail sale of items resulting from the practice of agriculture, including crops such as fruits, vegetables, grains, seed, feed, and plants, or animal products such as eggs, milk, and meat. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.120 Aircraft, ship and boat building.

"Aircraft, ship and boat building" means the fabrication and/or assembling of aircraft, ships or boats. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.130 Airport/heliport.

"Airport/heliport" means any runway, landing area or other facility, excluding facilities for the primary use of the individual property owner which are classified as helistops, designed or used by public carriers or private aircraft for the landing and taking off of aircraft, including the following associated facilities:

A. Taxiways;

B. Aircraft storage and tie-down areas;

C. Hangars;

D. Servicing; and

E. Passenger and air freight terminals. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.155 Amusement and recreation services.

"Amusement and recreation services" includes ticket agencies, travel arrangement and reservation services, scenic and sightseeing transportation services, performing arts companies, sports instruction, nonathletic recreational instruction, and sports equipment rental. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.160 Amusement arcade.

"Amusement arcade" means a building or part of a building in which five or more pinball machines, video games, or other such player-operator amusement devices (excluding jukeboxes or gambling-related machines) are operated. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.210 Artist studio.

"Artist studio" means an establishment providing a place solely for the practice or rehearsal of various performing or creative arts, including, but not limited to, acting, dancing, singing, drawing, painting and sculpting. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.212 Arts and crafts schools/studios.

"Arts and crafts schools/studios" means schools and studios for education in various arts and crafts, including, but not limited to, photography, dance, music, and language skills. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.250 Bed and breakfast guesthouse.

"Bed and breakfast guesthouse" means a dwelling unit or accessory building within which bedrooms are available for paying guests. [Ord. 11-0329 § 3 (Exh. 1).]

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18.20.305 Boat launch.

"Boat launch" is an area where ramps continue down into bodies of water so that boats on trailers can be backed into the water and launched, or where operators of hand-carried watercraft may enter the water. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.310 Book, stationery, video and art supply store.

"Book, stationery, video and art supply store" means an establishment engaged in the retail sale of books and magazines, stationery, records, tapes and CDs, videos and DVDs, architectural and art supplies, and musical instruments. This use also includes DVD rental establishments. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.370 Building, hardware and garden materials store.

"Building, hardware and garden materials store" means an establishment engaged in selling lumber and other building materials, feed, or lawn and garden supplies. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.400 Campground.

"Campground" means an area of land developed for recreational use in temporary occupancy, such as tents or recreational vehicles without hookup facilities. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.422 Car wash.

"Car wash" means a structure with machine-operated or hand-operated facilities used principally for the cleaning, washing, polishing, or waxing of motor vehicles. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.460 Church, synagogue, mosque, temple.

"Church, synagogue, mosque, temple" means a place where religious services are conducted, including accessory uses in the primary or accessory buildings such as religious education, reading rooms, assembly rooms, and residences for nuns and clergy. This definition does not include facilities for training of religious orders. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.500 Communication facility, major.

"Major communication facility" means a communication facility for transmission and reception of:

- A. UHF and VHF television signals; or
- B. FM or AM radio signals. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.510 Communication facility, minor.

"Minor communication facility" means a communication facility for transmission and reception of:

- A. Two-way and/or citizen band (CB) radio signals;
- B. Point-to-point microwave signals;
- C. Cellular radio signals;
- D. Signals through FM radio translators; or

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E. Signals through FM radio boosters under 10 watts *effective radiated power* (ERP). [Ord. 11-0329 § 3 (Exh. 1).]

18.20.635 Cultural facilities.

“Cultural facilities” means facilities which offer passive entertainment and enjoyment activities to the general public. This definition includes, but is not limited to, museums and libraries. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.690 Department and variety store.

“Department and variety store” means an establishment engaged in the retail sale of a variety of lines of merchandise, such as dry goods, apparel and accessories, gifts, novelties and souvenirs, luggage and leather goods, home furnishings, and housewares. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.700 Destination resort.

“Destination resort” means an establishment for resource-based recreation and intended to utilize outdoor recreational opportunities, including related services, such as food, overnight lodging, equipment rentals, entertainment and other conveniences for guests of the resort. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.772 Dock.

A “dock” is a platform built out from the shore into the water providing access to boats or other watercraft or for public viewing of the water. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.780 Dormitory.

“Dormitory” means a residential *building* that provides sleeping quarters, but not separate *dwelling units*, and may include common dining, cooking and recreation or bathing facilities. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.790 Drop box facility.

“Drop box facility” means a facility used for receiving solid waste and recyclables from off-site sources into detachable solid waste containers, including the adjacent areas necessary for entrance and exit roads, unloading and vehicle turnaround areas. Drop box facilities normally service the general public with loose loads and may also include containers for separated recyclables. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.800 Drug store.

“Drug store” means an establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics and related supplies, and tobacco stores and stands. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.865 Educational institutions (public or private), K – 12.

“Educational institutions (public or private), K – 12” means a public or private school encompassing grades K through 12. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.900 Energy resource recovery facility.

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"Energy resource recovery facility" means an establishment for recovery of energy in a usable form from mass burning or refuse-derived fuel incineration, pyrolysis or any other means of using the heat of combustion of solid waste. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.970 Fabric shop.

"Fabric shop" means an establishment engaged in the retail sale of sewing or needlework supplies and accessories, or awnings, banners or flags. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1000 Fairground.

"Fairground" means a site permanently designated and improved for holding a fair, as provided in Chapters 15.76 and 36.37 RCW, or for holding similar events, including, but not limited to:

A. Carnivals;

B. Circuses;

C. Expositions;

D. Animal shows; and

E. Exhibitions and/or demonstrations of farm and home products with accompanying entertainment and amusements. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1140 Florist shop.

"Florist shop" means an establishment engaged in the retail sale of flowers and plants. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1160 Forest product sales.

"Forest product sales" means the sale of goods produced, extracted, consumed, gathered or harvested from a forest including, but not limited to:

A. Trees;

B. Wood chips;

C. Logs;

D. Fuelwood;

E. Cones;

F. Christmas trees;

G. Berries;

H. Herbs; or

I. Mushrooms. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1170 Forest research.

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"Forest research" means the performance of scientific studies relating to botany, hydrology, silviculture, biology and other branches of science in relation to management of forest lands. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1190 Furniture and home furnishings store.

"Furniture and home furnishings store" means an establishment engaged in the retail sale of household furniture and furnishings for the home. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1200 General business service.

"General business service" means an establishment engaged in providing services to businesses or individuals, with no outdoor storage or fabrication, including banks, brokerages, insurance offices, real estate offices, and membership organizations. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1202 General personal service use.

"General personal service use" means drycleaning and laundry services, linen suppliers, diaper services, carpet and upholstery cleaning services, portrait studios, clothing alteration and repair services, beauty and barber shops, shoe repair shops, tax return preparation services, and other miscellaneous personal services. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1230 Golf course facility.

"Golf course facility" means a recreational facility, under public or private ownership, designed and developed for golf activities with accessory uses including, but not limited to:

- A. A driving range;
- B. Miniature golf;
- C. Pro shops;
- D. Caddyshack buildings;
- E. Swimming pools, tennis courts and other related recreational facilities;
- F. Restaurants;
- G. Office and meeting rooms; and
- H. Related storage facilities. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1235 Government facilities, City.

"Government facilities, City" means facilities of any unit of City government. Types of facilities include municipal offices, community centers, courts of law, public works maintenance facilities, and other types of municipal facilities. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1305 Health services, miscellaneous.

"Health services, miscellaneous" includes home health care services, kidney dialysis centers, special outpatient facilities, such as family planning centers and outpatient mental health facilities, blood and

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organ banks, medical photography, and childbirth preparation classes, as well as other miscellaneous ambulatory health care services. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1350 Hobby, toy, game shop.

“Hobby, toy, game shop” means an establishment engaged in the retail sale of toys, games, hobby and craft kits, including coin shops and stamp sales. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1420 Individual transportation and taxi.

“Individual transportation and taxi” means an establishment engaged in furnishing individual or small group transportation by motor vehicle. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1440 Interim recycling facility.

“Interim recycling facility” means a site or establishment engaged in collection or treatment of recyclable materials, which is not the final disposal site, and including:

A. Drop boxes;

B. Source-separated, organic waste processing facilities; and

C. Collection, separation and shipment of glass, metal, paper or other recyclables. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1470 Jail.

“Jail” means a facility operated by a governmental agency, designed, staffed and used for the incarceration of persons for the purposes of punishment, correction and rehabilitation following conviction of an offense. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1480 Jail farm.

“Jail farm” means a farm or camp on which persons convicted of minor law violations are confined and participate in agriculture and other work activities of the facility. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1490 Jewelry store.

“Jewelry store” means an establishment engaged in the retail sale of a variety of jewelry products, including gemstones and rock specimens. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1530 Landfill.

“Landfill” means a disposal site or part of a site at which refuse is deposited. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1630 Livestock sales.

“Livestock sales” means the sale of livestock but not including auctions. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1650 Log storage.

“Log storage” means a facility for the open or enclosed storage of logs which may include repair facilities for equipment used on site or operations offices. [Ord. 11-0329 § 3 (Exh. 1).]

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18.20.1695 Medical/dental office/outpatient clinic.

"Medical/dental office/outpatient clinic" means establishments of licensed practitioners having the appropriate degree to practice medicine, dentistry, osteopathy, chiropractics, podiatry, optometry, and other health practitioners. This definition also includes the indoor retail sale of personal medical supplies as an ancillary operation. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1705 Miscellaneous repair.

"Miscellaneous repair" means repair of nonpersonal/nonhousehold items, except nonmotorized vehicle repair. This definition excludes on-site services. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1745 Mobile food vendor.

"Mobile food vendor" means retail sale of food or beverages from a cart on a nonfixed foundation which is typically removed daily at the close of business, and is located on a sidewalk or near a storefront. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1790 Motor vehicle and boat dealers.

"Motor vehicle and boat dealers" means establishments engaged in the retail sale of new and/or used automobiles, motor homes, motorcycles, trailers, or boats. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1800 Motor vehicle and bicycle manufacturing.

"Motor vehicle and bicycle manufacturing" means fabricating or assembling complete passenger automobiles, trucks, commercial cars and buses, motorcycles, and bicycles. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1820 Municipal water production.

"Municipal water production" means the collection and processing of surface water through means of dams or other methods of impoundment for municipal water systems. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1900 Off-street required parking lot.

"Off-street required parking lot" means parking facilities constructed to meet the off-street parking requirements of Chapter 18.40 KMC for land uses located on a lot separate from the parking facilities. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.1940 Outdoor performance center.

"Outdoor performance center" means an establishment for the performing arts with open-air seating for audiences. Such establishments may include related services such as food and beverage sales and other concessions. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2050 Personal medical supply store.

"Personal medical supply store" means an establishment engaged in the retail sale of eyeglasses, contact lenses, hearing aids, and artificial limbs. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2060 Pet shop.

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"Pet shop" means an establishment engaged in the retail sale of household pets, small animals, or their supplies or grooming. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2070 Photographic and electronic shop.

"Photographic and electronic shop" means an establishment engaged in the retail sale of cameras and photographic supplies, and a variety of household electronic equipment, including radio, television and consumer electronic stores, and computer and computer software stores. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2135 Pro shop.

A "pro shop" is a building or room where the retail operation of a golf course takes place. The functions of a pro shop may include, but are not limited to, tee time reservations, club fitting, handicap posting area, and sales of golf equipment, clothing, accessories, and similar items. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2150 Public agency animal control facility.

"Public agency animal control facility" means a facility for the impoundment and disposal of stray or abandoned household pets or small animals. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2190 Public agency training facility.

"Public agency training facility" means an establishment or school for training State and local law enforcement, fire safety, national guard or transit personnel and facilities including but not limited to:

A. Dining and overnight accommodations;

B. Classrooms;

C. Shooting ranges;

D. Auto test tracks; and

E. Fire suppression simulations. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2250 Recreational vehicle parks.

"Recreational vehicle parks" means the use of land upon which two or more recreational vehicle sites, including hook up facilities, are located for occupancy by the general public of recreational vehicles as temporary living quarters for recreation or vacation purposes. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2280 Regional stormwater management facility.

"Regional stormwater management facility" means a surface water control structure installed in or adjacent to a stream or wetland of a basin or sub-basin by the department or a project proponent. Such facilities protect downstream areas identified by the department as having previously existing or predicted significant regional basin flooding or erosion problems. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2367 Retail sales, outdoor.

"Retail sales, outdoor" means the display and sale of products and services primarily outside of a building or structure, including but not limited to garden supplies, tires and motor oil, manufactured homes, burial monuments, building and landscape materials, and lumber yards. This definition excludes

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motor vehicle and boat dealers, outdoor retail display/sidewalk sales, mobile food vendors, City-authorized temporary uses, or City-authorized uses allowed in public plazas or outdoor performance spaces on a temporary but regular basis. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2440 School district support facility.

“School district support facility” means uses (excluding schools and bus bases) that are required for the operation of a school district. This term includes school district administrative offices, centralized kitchens, and maintenance or storage facilities. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2450 Schools, elementary and middle/junior high.

“Schools, elementary and middle/junior high” means institutions of learning offering instruction in the several branches of learning and study required by the Education Code of the State of Washington in grades kindergarten through nine, including associated meeting rooms, auditoriums and athletic facilities. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2460 Schools, secondary or high school.

“Schools, secondary or high school” means institutions of learning offering instruction in the several branches of learning and study required by the Education Code of the State of Washington in grades nine through 12, including associated meeting rooms, auditoriums and athletic facilities. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2524 Services, off-site.

“Services, off-site” means establishments primarily engaged in providing individual or professional services at the customer’s home or place of business. Examples of off-site services include but are not limited to temporary employment services, janitorial services, and professional maid services. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2527 Services, on-site.

“Services, on-site” means establishments primarily engaged in providing individual or professional services within the place of business, such as beauty and barber shops, retail laundry and drycleaning including coin-operated, garment alterations and repair, photo studios, shoe repair, pet grooming, photography and photo reproduction, personal accountants, entertainment media rental or other indoor rental services, repair of personal items or household items, and nonmotorized vehicle repair. This definition excludes automotive repair or automotive service and miscellaneous repair. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2550 Shooting range.

“Shooting range” means a facility designed to provide a confined space for safe target practice with firearms, archery equipment, or other weapons. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2790 Soil recycling facility.

“Soil recycling facility” means an establishment engaged in the collection, storage and treatment of contaminated soils to remove and re-use organic contaminants. [Ord. 11-0329 § 3 (Exh. 1).]

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18.20.2840 Sporting goods store.

"Sporting goods store" means an establishment engaged in the retail sale of sporting goods and equipment. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2884 Storage, indoor.

"Storage, indoor" means a use engaged in the storage of goods and/or materials characterized by infrequent pick-up and delivery, and located within a building. Indoor storage uses typically are enclosed and provide supervised access to the storage areas within the building. The definition excludes self-service storage, warehousing and distribution. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2965 Taxi stand.

"Taxi stand" means a facility for pick-up and drop-off of taxi patrons, typically characterized by an area for queuing passengers and taxis. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2970 Theater.

"Theater" means an establishment primarily engaged in the indoor exhibition of motion pictures or of live theatrical presentations. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.2980 Theatrical production services.

"Theatrical production services" means an establishment engaged in theatrical production (except motion picture), bands, orchestras, and entertainers, except establishments primarily engaged in providing live theatrical presentations, such as road companies and summer theaters. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.3010 Transfer station.

"Transfer station" means a staffed collection and transportation facility used by private individuals and route collection vehicles to deposit solid waste collected off-site into larger transfer vehicles for transport to permanent disposal sites, and may also include recycling facilities involving collection or processing for shipment. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.3155 Variety store.

"Variety store" means an establishment engaged in retailing a variety of new general merchandise goods. Variety store does not include department store, but is a subcategory of "department and variety store." [Ord. 11-0329 § 3 (Exh. 1).]

18.20.3190 Warehousing and wholesale trade.

"Warehousing and wholesale trade" means establishments involved in the storage and/or sale of bulk goods for resale or assembly, excluding establishments offering the sale of bulk goods to the general public which are classified as a retail land use. [Ord. 11-0329 § 3 (Exh. 1).]

18.20.3200 Wastewater treatment facility.

"Wastewater treatment facility" means a plant for collection, decontamination and disposal of sewage, including residential, industrial and agricultural liquid wastes, and including any physical improvement

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within the scope of the definition of “water pollution control facility” set forth in WAC 173-90-015(4) as amended. [Ord. 11-0329 § 3 (Exh. 1).]

~~18.20.3300 Wildlife shelter.~~

“Wildlife shelter” means a facility for the temporary housing of sick, wounded or displaced wildlife. [Ord. 11-0329 § 3 (Exh. 1).]

~~18.20.3310 Work release facility.~~

“Work release facility” means a facility which allows the opportunity for convicted persons to be employed outside of the facility, but requires confinement within the facility when not in the place of employment. [Ord. 11-0329 § 3 (Exh. 1).]

~~18.20.3330 Yard or organic waste processing.~~

“Yard or organic waste processing” means processing yard and garden wastes, including wood and land clearing debris, into new products such as soil amendments and wood chips. [Ord. 11-0329 § 3 (Exh. 1).]

Existing land use definitions to be modified

18.20.168 Animal kennel/shelter.

“Animal kennel/shelter” means any outdoor or indoor facility which houses four or more small domestic animals (that number not including one unweaned litter) for periods longer than 24 hours as a commercial venture, as a nonprofit organization, or for a governmental purpose. The facility may either be a separate business or an accessory use. [Ord. 14-0391 § 2 (Exh. 1).]

18.20.520 Community residential facility (CRF).

“Community residential facility (CRF)” means living quarters meeting applicable federal and State standards that function as a single housekeeping unit and provide supportive services, including but not limited to counseling, rehabilitation and medical supervision, excluding drug and alcohol detoxification, which is classified as health services, a hospital (added italics) or an ambulatory surgery center. CRFs are further classified as follows:

A. CRF-I means nine to 10 residents and staff;

B. CRF-II means 11 or more residents and staff. If staffed by nonresident staff, each 24 staff hours per day equals one full-time residing staff member for purposes of subclassifying CRFs.

Provided, however, that this definition shall not apply to *secure community transition facilities* as defined in KMC [18.20.2465](#) or to *adult family homes* as defined in KMC [18.20.095](#).

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May include NAICS 623210 (Residential Intellectual and Developmental Disability Facilities) and 623220 (Residential Mental Health and Substance Abuse Facilities). [Ord. 14-0391 § 2 (Exh. 1); Ord. 11-0329 § 3 (Exh. 1).]

18.20.2364 Retail sales.

"Retail sales" means an establishment within a permanent *structure* of less than 65,000 square feet engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. This definition excludes *auction houses*, *automotive sales and service*, sales of automotive parts if service, repair or installation are provided on site, *bulk retail sales*, ~~motor vehicle and boat dealers~~, and *eating and drinking places*. (added italics)

May include NAICS Sectors 44 – 45 (Retail Trade), except the following: 4411 (Automobile Dealers), 4412 (Other Motor Vehicle Dealers), 44132 (Tire Dealers), 447 (Gasoline Stations), 45291 (Warehouse Clubs and Superstores), 45393 (Manufactured/Mobile Home Dealers), and 45431 (Fuel Dealers). [Ord. 14-0391 § 2 (Exh. 1); Ord. 11-0329 § 3 (Exh. 1).]

18.20.3075 Transportation.

"Transportation" means establishments providing transportation of passengers or cargo, such as taxi and limousine services, scenic and sightseeing transportation businesses, motor vehicle towing, trucking, shipping, or freight hauling businesses. This use includes related support activities, such as cargo handling and packing and crating of cargo. Transportation does not include ~~airport/heliport~~, *air transportation service*, (added italics) or airport (classified as a *regional land use* (added italics)).

May include NAICS Sector 48 (Transportation and Warehousing), except the following: 481 (Air Transportation), 486 (Pipeline Transportation), 4881 (Support Activities for Air Transportation), and 493 (Warehousing and Storage). May include 62191 (Ambulance Services). [Ord. 14-0391 § 2 (Exh. 1).]

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EXISTING LAND USE ALLOWANCE CHARTS

Residential zones R-1, R-4 and R-6**18.21.020 Residential zones R-1, R-4 and R-6 – Use allowances.**

The following *uses* in Table A are permitted, conditionally permitted, special uses, or *prohibited uses* in residential zones R-1, R-4 and R-6.

Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Single Detached Dwelling Unit¹</i>	<i>Single Detached Dwelling Unit¹</i>	<i>Jail</i>	<i>Community Residential Facility II</i>
<i>Townhouse²</i>	<i>Townhouse²</i>	<i>Work Release Facility</i>	<i>Hotel/Motel³</i>
<i>Designated Manufactured Home¹</i>	<i>Designated Manufactured Home¹</i>	<i>Hydroelectric Generation Facility</i>	<i>Organization Hotel/Lodging Houses</i>
<i>Mobile Home and Manufactured Home⁵</i>	<i>Mobile Home Park⁶</i>	<i>Nonhydroelectric Generation Facility</i>	<i>Campgrounds</i>
<i>Senior Citizen Assisted Living⁴</i>	<i>Community Residential Facility I</i>	<i>Oil and Gas Extraction</i>	<i>Destination Resorts</i>
<i>Residential Accessory Uses⁸</i>	<i>Dormitory⁷</i>	<i>Energy Resource Recovery Facility</i>	<i>Recreational Vehicle Park</i>
<i>Home Occupation</i>	<i>Home Industry</i>	<i>Landfill</i>	<i>Adult Entertainment Business</i>
<i>Park¹²</i>	<i>Bed and Breakfast Guesthouse¹⁰</i>	<i>Transfer Station</i>	<i>Theater</i>
<i>Trails</i>	<i>Marina¹³</i>	<i>Wastewater Treatment Facility</i>	<i>Theater, Drive-in</i>
<i>Golf Course Facility¹⁵</i>	<i>Sports Club^{13,14}</i>	<i>Municipal Water Production</i>	<i>Bowling Center</i>
<i>Amusement and Recreation Services^{16,17,18}</i>	<i>Amusement and Recreation Services^{16,17,19}</i>	<i>Airport/Heliport</i>	<i>Shooting Range</i>
<i>Library²⁰</i>	<i>Library</i>	<i>Transit Bus Base</i>	<i>Amusement Arcades</i>
	<i>Museum</i>	<i>School Bus Base</i>	<i>Amusement Park</i>
			<i>Outdoor Performance Center</i>
			<i>Drycleaning Plants</i>

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Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
Museum ²⁰ Arboretum Conference Center ²⁰ Cemetery, Columbarium or Mausoleum ²³ Family Child-Care Home ²⁵ Day Care I ²⁶ Day Care II ²⁶ Church, Synagogue, Mosque, Temple ²⁷ Social Services ^{27,28} Stable ³⁰	Conference Center General Personal Service ²¹ Funeral Home/Crematory ²² Cemetery, Columbarium or Mausoleum ²⁴ Day Care I Day Care II Church, Synagogue, Mosque, Temple Social Services ^{28,29} Stable	Racetrack ⁶² Zoo/Wildlife Exhibit ⁶³ College/University ⁶⁴	Industrial Launderers Veterinary Clinic Automotive Repair Automotive Service Miscellaneous Repair Kennel or Cattery Theatrical Production Services Nursing and Personal Care Facilities Medical/Dental Lab Miscellaneous Health Services Public Agency Archives Court Construction and Trade
Artist Studios ³¹ Interim Recycling Facility ³² Medical/Dental Office/Outpatient Clinic ²⁷ Elementary School Middle/Junior High School Secondary or High School ³³	Medical/Dental Office/Outpatient Clinic ²⁹ Hospital ²⁹ Secondary or High School ³³ Vocational School Specialized Instruction School ³⁵		Individual Transportation and Taxi Trucking and Courier Service Warehousing and Wholesale Trade ⁴⁵ Self-Service Storage Farm Product Warehousing, Refrigeration and Storage

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Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Vocational School²⁹</i>	<i>School District Support Facility</i>		<i>Log Storage</i>
<i>Specialized Instruction School³⁴</i>	<i>Public Agency or Utility Office</i>		<i>Transportation Service</i>
<i>School District Support Facility³⁶</i>	<i>Fire Facility⁴⁰</i>		<i>Freight and Cargo Service</i>
<i>Public Agency or Utility Office³⁷</i>	<i>Utility Facility⁴²</i>		<i>Passenger Transportation Service</i>
<i>Public Agency or Utility Yard³⁸</i>	<i>Commuter Parking Lot</i>		<i>Communication Offices</i>
<i>Police Facility³⁹</i>	<i>Helistop⁴⁷</i>		<i>Telegraph and Other Communications</i>
<i>Utility Facility⁴¹</i>	<i>Department and Variety Stores⁴⁸</i>		<i>General Business Service</i>
<i>Commuter Parking Lot⁴³</i>	<i>Food Stores⁴⁹</i>		<i>Professional Office</i>
<i>Private Stormwater Management Facility⁴⁴</i>	<i>Eating and Drinking Places^{51, 52}</i>		<i>Outdoor Advertising Service</i>
<i>Vector Waste Receiving Facility⁴⁵</i>	<i>Drug Stores⁴⁹</i>		<i>Miscellaneous Equipment Rental</i>
<i>Automotive Parking⁴³</i>	<i>Book, Stationery, Video and Art Supply Stores⁴⁹</i>		<i>Automotive Rental and Leasing</i>
<i>Agricultural Product Sales⁵⁰</i>	<i>Florist Shops⁴⁹</i>		<i>Professional Sports Teams/Promoters</i>
<i>Livestock Sales^{53, 54}</i>	<i>Hatchery/Fish Preserve⁵⁶</i>		<i>Research, Development and Testing</i>
<i>Growing and Harvesting Crops</i>	<i>Aquaculture⁵⁶</i>		<i>Heavy Equipment and Truck Repair</i>
<i>Raising Livestock and Small Animals⁵⁵</i>	<i>Hydroelectric Generation Facility⁵⁷</i>		<i>Commercial/Industrial Accessory Uses</i>
	<i>Nonhydroelectric Generation Facility⁵⁸</i>		
	<i>School Bus Base</i>		

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Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
Growing and Harvesting Forest Products <i>School Bus Base</i> ⁶¹ College/University ^{64,65}	College/University ^{64,66}		<i>Building, Hardware and Garden Materials Stores</i> <i>Forest Product Sales</i> <i>Motor Vehicle and Boat Dealers</i> Auto Supply Stores Gasoline Service Stations Apparel and Accessory Stores <i>Furniture and Home Furnishings Stores</i> Liquor Stores Used Goods: Antiques/Secondhand Shops
			<i>Sporting Goods and Related Stores</i> <i>Jewelry Stores</i> Monuments, Tombstones and Gravestones Sales <i>Hobby, Toy, Game Shops</i> <i>Photographic and Electronic Shops</i> <i>Fabric Shops</i> Fuel Dealers

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Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
			<i>Personal Medical Supply Stores</i> <i>Pet Shops</i> <i>Bulk Retail</i> <i>Auction Houses</i> <i>Manufacturing Land Uses</i> <i>Forest Research</i> <i>Wildlife Shelters</i> Mineral Extraction and Processing Asphalt/Concrete Mixtures and Block Manufacture <i>Resource Accessory Uses</i> <i>Jail Farm/Camp</i> <i>Public Agency Animal Control Facility</i> <i>Public Agency Training Facility</i> <i>Soil Recycling Facility</i> <i>Fairground</i> Stadium/Arena <i>Secure Community Transition Facilities</i> <i>Marijuana Business</i>

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Table A. Residential Zones R-1, R-4 and R-6 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
			<i>Marijuana Cooperative</i>

¹ *Conditional use permit* required before approving more than one dwelling on individual *lots*, except on *lots* in subdivisions, short subdivisions or binding site plans approved for multiple unit *lots*, and except as provided for *accessory dwelling units* in subsection 8 of this section.

² A *conditional use permit* is not required for *townhouse* units on *lots* in a subdivision or short subdivision designed for *townhouse* units.

³ Reserved.

⁴ Only in a *building* listed on the National Register as an historic site or designated as a King County landmark subject to the provisions of Chapter [2.20](#) KMC.¹

⁵ *Manufactured homes* and *mobile homes* are only allowed in *mobile home parks*.

⁶ *Mobile home parks* shall not be permitted in the R-1 zones.

⁷ Only as an accessory to a school, college, university or church.

⁸ a. See KMC [18.73.100](#) regarding *accessory dwelling units*.

b. One single or twin engine, noncommercial aircraft shall be permitted only on *lots* that abut, or have a legal access that is not a *City* right-of-way to, a waterbody or landing field, provided there is:

(1) No aircraft sales, service, repair, charter or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

⁹ Except *bed and breakfast guesthouses*.

¹⁰ *Bed and breakfast guesthouses* shall be authorized after issuance of a *conditional use permit*, subject to the following conditions:

a. The guesthouse shall be owner-occupied;

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- b. Meals shall be served to paying guests only (no restaurant *use* permitted);
 - c. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;
 - d. Parking shall be provided as required by this title; and
 - e. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.
- ¹¹ Reserved.
- ¹² The following conditions and limitations shall apply, where appropriate:
- a. No stadiums on *sites* less than 10 acres;
 - b. Lighting for *structures* and fields shall be directed away from residential areas;
 - c. *Structures* or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones, except for *structures* in on-site recreation areas required in KMC [18.30.130](#) and [20.47.155](#). *Setback* requirements for *structures* in these on-site required recreation areas shall be maintained in accordance with the zoning standards for the underlying residential zone;
 - d. Overnight camping is allowed only in an approved *campground*.
- ¹³ Limited to recreation facilities subject to the following conditions and limitations:
- a. The bulk and scale shall be compatible with residential character of the area;
 - b. For *sports clubs*, the gross floor area shall not exceed 10,000 square feet unless the *building* is on the same *site* or adjacent to a *site* where a public facility is located or unless the *building* is a nonprofit facility; and
 - c. Use is limited to residents of a specified residential *development* or to *sports clubs* providing supervised instructional or athletic programs.
- ¹⁴ Only for stand-alone *sports clubs* that are not part of a *park*.
- ¹⁵ Clubhouses, maintenance buildings, equipment storage areas and driving range tees shall be at least 50 feet from residential property lines. Lighting for practice greens and driving range ball impact areas shall

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be directed away from adjoining residential zones. Applications shall comply with adopted *best management practices* for golf course *development*.

¹⁶ Excluding amusement and recreational *uses* classified elsewhere in this chapter.

¹⁷ *Social card games*, as defined by this title, are prohibited.

¹⁸ Limited to a golf driving range as an accessory to golf courses.

¹⁹ Limited to golf driving ranges and subject to subsection 15 of this section.

²⁰ Only as accessory to a *park* or in a *building* listed on the National Register as an historic site or designated as a *City* landmark subject to Chapter [18.50](#) KMC.

²¹ Not permitted in R-1 and limited to a maximum of 5,000 square feet per establishment and subject to the additional requirements in KMC [18.21.070](#).

²² Only as an accessory to a cemetery.

²³ Limited to columbariums accessory to a church, but required *landscaping* and parking shall not be reduced.

²⁴ *Structures* shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

²⁵ A *family child-care home* is subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title [170](#). The *family child-care home* shall meet the following requirements:

- a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
- b. A safe passenger loading area as certified by the DEL licensor shall be provided;
- c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
- d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
- e. All signage shall conform to the applicable requirements of Chapter [18.42](#) KMC;
- f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility; and

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- g. Prior to receiving State licensing, the family child-care provider shall provide the *City* with proof of written notification informing immediately adjoining property owners of the intent to locate and maintain the *family child-care home*. The notification shall inform the notified parties that comments may be submitted to the DEL and provide contact information for submitting such comments to the DEL. The proof of notification shall be in the form of a written affidavit containing (1) the date and means of notification; (2) a copy of the notification; and (3) a list of the parties to whom the notification was distributed.
- ²⁶ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC, or an *accessory use* to a school, church, *park*, *sport club* or public housing administered by a *public agency*, and:
- a. Outdoor play areas shall be completely enclosed by a solid wall or *fence*, with no openings except for gates, and have a minimum height of six feet;
 - b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - c. Direct access to a developed arterial *street* shall be required in any residential zone; and
 - d. Hours of operation may be restricted to assure compatibility with surrounding *development*.
- ²⁷ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.
- ²⁸ Except day care services and residential care.
- ²⁹ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.
- ³⁰ Covered riding arenas are subject to KMC [18.70.030](#) and shall not exceed 20,000 square feet, but stabling areas, whether attached or detached, shall not be counted in this calculation.
- ³¹ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC or as a joint use of an existing public school facility.
- ³² Limited to *drop box facilities* accessory to a public or community *use* such as a school, fire station or community center.
- ³³ Renovation, expansion, modernization, or reconstruction of a school, or the addition of *relocatable facilities*, is permitted.
- ³⁴ Only as an accessory to residential *use*, and:

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- a. Students shall be limited to 12 per one-hour session;
- b. All instruction must be within an enclosed *structure*; and
- c. *Structures* used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

³⁵ Subject to the following:

- a. *Structures* used for the school and *accessory uses* shall maintain a minimum distance of 25 feet from property lines adjoining residential zones;

- b. On *lots* over two and one-half acres:

- (1) *Retail sales* of items related to the instructional courses are permitted, if total floor area for *retail sales* is limited to 2,000 square feet;
- (2) Sales of food prepared in the instructional courses are permitted with Seattle/King County public health and *City* approval, if total floor area for food sales is limited to 1,000 square feet and is located in the same *structure* as the school; and
- (3) Other incidental student-supporting *uses* are allowed, if such *uses* are found to be both compatible with and incidental to the principal *use*; and

- c. On *sites* over 10 acres zoned R-1 and/or R-4:

- (1) *Retail sales* of items related to the instructional courses are permitted, provided total floor area for *retail sales* is limited to 2,000 square feet;
- (2) Sales of food prepared in the instructional courses are permitted with Seattle/King County public health and *City* approval, if total floor area for food sales is limited to 1,750 square feet and is located in the same *structure* as the school;
- (3) Other incidental student-supporting *uses* are allowed, if the *uses* are found to be functionally related, subordinate, compatible with and incidental to the principal *use*;
- (4) The *use* shall be integrated with allowable agricultural *uses* on the *site*;
- (5) Advertised special events shall comply with the temporary use requirements of this title; and

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(6) Existing *structures* that are damaged or destroyed by fire or natural event, if damaged by more than 50 percent of their prior value, may reconstruct and expand an additional 65 percent of the original floor area but need not be approved as a conditional use if their *use* otherwise complies with the development conditions in this subsection (35)(c) and this title.

³⁶ Only if adjacent to an existing or proposed school.

³⁷ a. Only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter [18.50](#) KMC; or

b. Only when accessory to a fire facility and the office is no greater than 1,500 square feet of floor area.

³⁸ a. Utility yards only on *sites* with utility district offices; or

b. *Public agency* yards are limited to material storage for road maintenance facilities.

³⁹ Limited to “storefront” police offices. Such offices shall not have:

a. Holding cells;

b. Suspect interview rooms; or

c. Long-term storage of stolen properties.

⁴⁰ a. All *buildings* and *structures* shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

b. Any *buildings* from which fire-fighting equipment emerges onto a *street* shall maintain a distance of 35 feet from such *street*; and

c. No *outdoor storage*.

⁴¹ Excluding *bulk gas storage tanks*.

⁴² Limited to *bulk gas storage tanks* which pipe to individual residences but excluding liquefied natural gas storage tanks.

⁴³ Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

a. They are located on existing parking lots for churches, schools, or other permitted nonresidential *uses* which have excess capacity available during commuting hours; and

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- b. The *site* is adjacent to a designated arterial that has been improved to a standard acceptable to the *department*.
- ⁴⁴ Except when participating in an approved shared facility drainage plan; such facilities shall be located on the same *lot* that they are designed to serve except in subdivisions or short subdivisions that set aside a separate tract for such facilities. For shared facilities, such facilities which are not located on the *lot* they are designed to serve shall be located on a *lot* with the same or more intensive zoning designation.
- ⁴⁵ Only as an *accessory use* to a *public agency or utility yard*, or to a *transfer station*.
- ⁴⁶ Except *self-service storage*.
- ⁴⁷ Limited to *emergency* medical evacuation sites in conjunction with police, fire or health service facility.
- ⁴⁸ Not in R-1 and limited to *variety stores*, with a maximum of 5,000 square feet of gross floor area, and subject to KMC [18.21.070](#).
- ⁴⁹ Not permitted in R-1 and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC [18.21.070](#).
- ⁵⁰ a. Limited to products produced on site.
b. Covered sales areas shall not exceed a total area of 500 square feet.
- ⁵¹ Not permitted in R-1 and excluding drinking places, and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC [18.21.070](#).
- ⁵² *Social card games*, as defined by this title, are prohibited.
- ⁵³ Retail sale of *livestock* is permitted only as accessory to raising *livestock*.
- ⁵⁴ Limited to the R-1 zone.
- ⁵⁵ *Large livestock* allowed in accordance with Chapter [18.70](#) KMC.
- ⁵⁶ May be further subject to KMC Title [16](#), Division I, Shoreline Management.
- ⁵⁷ Limited to facilities that comply with the following:
 - a. Any new diversion *structure* shall not:

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- (1) Exceed a height of eight feet as measured from the streambed; or
 - (2) Impound more than three surface acres of water at the normal maximum surface level;
 - b. There shall be no active storage;
 - c. The maximum water surface area at any existing dam or diversion shall not be increased;
 - d. An exceedance flow of no greater than 50 percent in mainstream reach shall be maintained;
 - e. Any transmission line shall be limited to a:
 - (1) Right-of-way of five miles or less; and
 - (2) Capacity of 230 kV or less;
 - f. Any new, permanent access road shall be limited to five miles or less; and
 - g. The facility shall only be located above any portion of the *stream* used by *anadromous fish*.
- ⁵⁸ Limited to *cogeneration* facilities for on-site use only.
- ⁵⁹ Reserved.
- ⁶⁰ Reserved.
- ⁶¹ Only in conjunction with an existing or proposed school.
- ⁶² Except racing of motorized vehicles.
- ⁶³ Except arboretum.
- ⁶⁴ Except technical institutions. See *vocational schools*.
- ⁶⁵ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.
- ⁶⁶ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.

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Residential zones R-12, R-18, R-24, and R-48**18.21.040 Residential zones R-12, R-18, R-24, and R-48 – Use allowances.**

The following *uses* in Table C are permitted, conditionally permitted, special uses, or *prohibited uses* in residential zones R-12, R-18, R-24, and R-48.

Table C. Residential Zones R-12, R-18, R-24, and R-48 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Single Detached Dwelling Unit¹</i>	<i>Single Detached Dwelling Unit¹</i>	<i>Jail</i>	<i>Home Industry</i>
<i>Townhouse</i>	<i>Designated Manufactured Home¹</i>	<i>Work Release Facility</i>	<i>Hotel/Motel⁴</i>
<i>Apartment</i>	<i>Bed and Breakfast</i>	<i>Nonhydroelectric Generation Facility</i>	<i>Organization Hotel/Lodging Houses</i>
<i>Designated Manufactured Home¹</i>	<i>Guesthouse⁵</i>	<i>Oil and Gas Extraction</i>	<i>Campgrounds</i>
<i>Mobile Home and Manufactured Home²</i>	<i>Marina⁸</i>	<i>Energy Resource Recovery Facility</i>	<i>Destination Resorts</i>
<i>Mobile Home Park</i>	<i>Sports Club^{8,9}</i>	<i>Landfill</i>	<i>Recreational Vehicle Park</i>
<i>Community Residential Facility I</i>	<i>Amusement and Recreation Services^{11,12,13,14}</i>	<i>Transfer Station</i>	<i>Adult Entertainment Business</i>
<i>Community Residential Facility II</i>	<i>Library</i>	<i>Wastewater Treatment Facility</i>	<i>Theater</i>
<i>Dormitory</i>	<i>Museum</i>	<i>Municipal Water Production</i>	<i>Theater, Drive-in</i>
<i>Senior Citizen Assisted Living</i>	<i>Conference Center</i>	<i>Airport/Heliport</i>	<i>Bowling Center</i>
<i>Residential Accessory Uses³</i>	<i>General Personal Service¹⁶</i>	<i>Transit Bus Base</i>	<i>Shooting Range</i>
<i>Home Occupation</i>	<i>Funeral Home/Crematory¹⁷</i>	<i>School Bus Base</i>	<i>Amusement Arcades</i>
<i>Park⁷</i>	<i>Cemetery, Columbarium or Mausoleum¹⁹</i>	<i>Racetrack⁵²</i>	<i>Amusement Park</i>
	<i>Day Care II</i>	<i>Zoo/Wildlife Exhibit⁵³</i>	<i>Outdoor Performance Center</i>
	<i>Church, Synagogue, Mosque, Temple</i>	<i>College/University⁵⁴</i>	<i>Drycleaning Plants</i>
			<i>Industrial Launderers</i>
			<i>Veterinary Clinic</i>

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Table C. Residential Zones R-12, R-18, R-24, and R-48 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Trails</i>	<i>Social Services</i> ^{22,23}		Automotive Repair
<i>Golf Course Facility</i> ¹⁰	<i>Medical/Dental</i>		Automotive Service
<i>Amusement and Recreation Services</i> ^{11,12,13}	<i>Office/Outpatient Clinic</i> ²³		<i>Miscellaneous Repair</i>
<i>Library</i> ¹⁵	Nursing and Personal Care Facilities		<i>Stable</i>
<i>Museum</i> ¹⁵	Hospital ²³		<i>Kennel or Cattery</i>
<i>Arboretum</i>	<i>Secondary or High School</i> ²⁶		<i>Theatrical Production Services</i>
<i>Conference Center</i> ¹⁵	<i>Vocational School</i>		Medical/Dental Lab
<i>Cemetery, Columbarium or Mausoleum</i> ¹⁸	<i>Specialized Instruction School</i> ²⁸		<i>Miscellaneous Health Services</i>
<i>Family Child-Care Home</i> ⁵⁷	<i>School District Support Facility</i>		<i>Public Agency Archives</i>
<i>Day Care I</i>	<i>Public Agency or Utility Office</i>		Court
<i>Day Care II</i> ²⁰			<i>Individual Transportation and Taxi</i>
<i>Church, Synagogue, Mosque, Temple</i> ²¹	Fire Facility ³³		Trucking and Courier Service
<i>Social Services</i> ^{21,22}	<i>Utility Facility</i> ³⁵		<i>Warehousing and Wholesale Trade</i> ⁴⁰
<i>Artist Studios</i> ²⁴	<i>Commuter Parking Lot</i>		Farm Product Warehousing, Refrigeration and Storage
<i>Interim Recycling Facility</i> ²⁵	<i>Self-Service Storage</i> ⁴¹		<i>Log Storage</i>
<i>Medical/Dental Office/Outpatient Clinic</i> ²¹	<i>Helistop</i> ⁴³		Transportation Service
<i>Elementary School</i>			Freight and Cargo Service
			Passenger Transportation Service

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Table C. Residential Zones R-12, R-18, R-24, and R-48 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
			Communication Offices Telegraph and Other Communications <i>General Business Service</i>
<i>Middle/Junior High School</i> <i>Secondary or High School</i> ²⁶ <i>Vocational School</i> ²³ <i>Specialized Instruction School</i> ²⁷ <i>School District Support Facility</i> ²⁹ <i>Public Agency or Utility Office</i> ³⁰ <i>Public Agency or Utility Yard</i> ³¹ <i>Police Facility</i> ³² <i>Utility Facility</i> ³⁴ <i>Commuter Parking Lot</i> ³⁶ <i>Private Stormwater Management Facility</i> ³⁷ <i>Vector Waste Receiving Facility</i> ³⁸ <i>Construction and Trade</i> ³⁹	<i>Department and Variety Stores</i> ⁴⁴ <i>Food Stores</i> ⁴⁵ <i>Eating and Drinking Places</i> ^{46,47} <i>Drug Stores</i> ⁴⁵ <i>Book, Stationery, Video and Art Supply Stores</i> ⁴⁵ <i>Florist Shops</i> ⁴⁵ <i>Nonhydroelectric Generation Facility</i> ⁴⁸ <i>School Bus Base</i> ⁵¹ <i>College/University</i> ^{54,56}		<i>Outdoor Advertising Service</i> <i>Miscellaneous Equipment Rental</i> <i>Automotive Rental and Leasing</i> <i>Professional Sports Teams/Promoters</i> <i>Research, Development and Testing</i> <i>Heavy Equipment and Truck Repair</i> <i>Commercial/Industrial Accessory Uses</i> <i>Building, Hardware and Garden Materials Stores</i> <i>Forest Product Sales</i> <i>Agricultural Product Sales</i> <i>Motor Vehicle and Boat Dealers</i> <i>Auto Supply Stores</i>

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Table C. Residential Zones R-12, R-18, R-24, and R-48 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Professional Office</i> ⁴² <i>Automotive Parking</i> ³⁶ <i>College/University</i> ^{54,55}			Gasoline Service Stations Apparel and Accessory Stores <i>Furniture and Home Furnishings Stores</i> Liquor Stores Used Goods: Antiques/Secondhand Shops <i>Sporting Goods and Related Stores</i> <i>Jewelry Stores</i> Monuments, Tombstones and Gravestones Sales <i>Hobby, Toy, Game Shops</i> <i>Photographic and Electronic Shops</i> <i>Fabric Shops</i> Fuel Dealers <i>Personal Medical Supply Stores</i> <i>Pet Shops</i> <i>Bulk Retail</i> <i>Auction Houses</i> <i>Livestock Sales</i> <i>Manufacturing Land Uses</i>

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Table C. Residential Zones R-12, R-18, R-24, and R-48 Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
			<i>Resource Land Uses</i>
			<i>Jail Farm/Camp</i> <i>Public Agency Animal Control Facility</i> <i>Public Agency Training Facility</i> <i>Hydroelectric Generation Facility</i> <i>Soil Recycling Facility</i> <i>Fairground</i> <i>Stadium/Arena</i> <i>Secure Community Transition Facilities</i> <i>Marijuana Business</i> <i>Marijuana Cooperative</i>

¹ *Conditional use permit* required before approving more than one dwelling on individual *lots*, except on *lots* in subdivisions, short subdivisions or binding site plans approved for multiple unit *lots*, and except as provided for *accessory dwelling units* in subsection 3 of this section.

² *Manufactured homes* and *mobile homes* are only allowed in *mobile home parks*.

³ a. See KMC [18.73.100](#) regarding *accessory dwelling units*.

b. One single or twin engine, noncommercial aircraft shall be permitted only on *lots* that abut, or have a legal access that is not a *City* right-of-way to, a waterbody or landing field, provided there is:

(1) No aircraft sales, service, repair, charter or rental; and

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(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

⁴ Except *bed and breakfast guesthouses*.

⁵ *Bed and breakfast guesthouses* shall be authorized after issuance of a *conditional use permit*, subject to the following conditions:

- a. The guesthouse shall be owner-occupied;
- b. Meals shall be served to paying guests only (no restaurant *use* permitted);
- c. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;
- d. Parking shall be provided as required by this title; and
- e. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.

⁶ Reserved.

⁷ The following conditions and limitations shall apply, where appropriate:

- a. No stadiums on *sites* less than 10 acres;
- b. Lighting for *structures* and fields shall be directed away from residential areas;
- c. *Structures* or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones, except for *structures* in on-site recreation areas required in KMC [18.30.130](#) and [20.47.155](#). *Setback* requirements for *structures* in these on-site required recreation areas shall be maintained in accordance with the zoning standards for the underlying residential zone;
- d. Overnight camping is allowed only in an approved *campground*.

⁸ Limited to recreation facilities subject to the following conditions and limitations:

- a. The bulk and scale shall be compatible with residential character of the area;
- b. For *sports clubs*, the gross floor area shall not exceed 10,000 square feet unless the *building* is on the same *site* or adjacent to a *site* where a public facility is located or unless the *building* is a nonprofit facility; and

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- c. Use is limited to residents of a specified residential *development* or to *sports clubs* providing supervised instructional or athletic programs.
- ⁹ Only for stand-alone *sports clubs* that are not part of a *park*.
- ¹⁰ Clubhouses, maintenance buildings, equipment storage areas and driving range tees shall be at least 50 feet from residential property lines. Lighting for practice greens and driving range ball impact areas shall be directed away from adjoining residential zones. Applications shall comply with adopted *best management practices* for golf course *development*.
- ¹¹ Excluding amusement and recreational *uses* classified elsewhere in this chapter.
- ¹² *Social card games*, as defined by this title, are prohibited.
- ¹³ Limited to a golf driving range as an accessory to golf courses.
- ¹⁴ Limited to golf driving ranges and subject to subsection 10 of this section.
- ¹⁵ Only as accessory to a *park* or in a *building* listed on the National Register as an historic site or designated as a *City* landmark subject to Chapter [18.50](#) KMC.
- ¹⁶ Not permitted in R-1 and limited to a maximum of 5,000 square feet per establishment and subject to the additional requirements in KMC [18.21.070](#).
- ¹⁷ Only as an accessory to a cemetery.
- ¹⁸ Limited to columbariums accessory to a church, but required *landscaping* and parking shall not be reduced.
- ¹⁹ *Structures* shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
- ²⁰ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC, or an *accessory use* to a school, church, *park*, *sport club* or public housing administered by a *public agency*, and:
- a. Outdoor play areas shall be completely enclosed by a solid wall or *fence*, with no openings except for gates and have a minimum height of six feet;
 - b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - c. Direct access to a developed arterial *street* shall be required in any residential zone; and

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d. Hours of operation may be restricted to assure compatibility with surrounding *development*.

²¹ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.

²² Except day care services and residential care.

²³ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.

²⁴ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC or as a joint use of an existing public school facility.

²⁵ Limited to *drop box facilities* accessory to a public or community *use* such as a school, fire station or community center.

²⁶ Renovation, expansion, modernization, or reconstruction of a school, or the addition of *relocatable facilities*, is permitted.

²⁷ Only as an accessory to residential *use*, and:

- a. Students shall be limited to 12 per one-hour session;
- b. All instruction must be within an enclosed *structure*; and
- c. *Structures* used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

²⁸ Subject to the following:

- a. *Structures* used for the school and *accessory uses* shall maintain a minimum distance of 25 feet from property lines adjoining residential zones;
- b. On *lots* over two and one-half acres:
 - (1) *Retail sales* of items related to the instructional courses are permitted, if total floor area for *retail sales* is limited to 2,000 square feet;
 - (2) Sales of food prepared in the instructional courses are permitted with Seattle/King County public health and *City* approval, if total floor area for food sales is limited to 1,000 square feet and is located in the same *structure* as the school; and

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- (3) Other incidental student-supporting *uses* are allowed, if such *uses* are found to be both compatible with and incidental to the principal *use*; and

c. On *sites* over 10 acres, zoned R-1 and/or R-4:

- (1) *Retail sales* of items related to the instructional courses are permitted, provided total floor area for *retail sales* is limited to 2,000 square feet;
- (2) Sales of food prepared in the instructional courses are permitted with Seattle/King County public health and *City* approval, if total floor area for food sales is limited to 1,750 square feet and is located in the same *structure* as the school;
- (3) Other incidental student-supporting *uses* are allowed, if the *uses* are found to be functionally related, subordinate, compatible with and incidental to the principal *use*;
- (4) The *use* shall be integrated with allowable agricultural *uses* on the *site*;
- (5) Advertised special events shall comply with the temporary use requirements of this title; and
- (6) Existing *structures* that are damaged or destroyed by fire or natural event, if damaged by more than 50 percent of their prior value, may reconstruct and expand an additional 65 percent of the original floor area but need not be approved as a conditional use if their *use* otherwise complies with the development conditions in this subsection (28)(c) and this title.

²⁹ Only if adjacent to an existing or proposed school.

³⁰ a. Only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter [18.50](#) KMC; or

b. Only when accessory to a fire facility and the office is no greater than 1,500 square feet of floor area.

³¹ a. Utility yards only on *sites* with utility district offices; or

b. *Public agency* yards are limited to material storage for road maintenance facilities.

³² Limited to “storefront” police offices. Such offices shall not have:

a. Holding cells;

b. Suspect interview rooms; or

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- c. Long-term storage of stolen properties.
- ³³ a. All *buildings* and *structures* shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
- b. Any *buildings* from which fire-fighting equipment emerges onto a *street* shall maintain a distance of 35 feet from such *street*; and
- c. No *outdoor storage*.
- ³⁴ Excluding *bulk gas storage tanks*.
- ³⁵ Limited to *bulk gas storage tanks* which pipe to individual residences but excluding liquefied natural gas storage tanks.
- ³⁶ Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:
 - a. They are located on existing parking lots for churches, schools, or other permitted nonresidential *uses* which have excess capacity available during commuting hours; and
 - b. The *site* is adjacent to a designated arterial that has been improved to a standard acceptable to the *department*.
- ³⁷ Except when participating in an approved shared facility drainage plan; such facilities shall be located on the same *lot* that they are designed to serve except in subdivisions or short subdivisions that set aside a separate tract for such facilities. For shared facilities, such facilities which are not located on the *lot* they are designed to serve shall be located on a *lot* with the same or more intensive zoning designation.
- ³⁸ Only as an *accessory use* to a *public agency or utility yard*, or to a *transfer station*.
- ³⁹ Permitted when:
 - a. Located in the R-24 zone; and
 - b. On a *site* in *professional office or construction and trade office uses* as of May 8, 2003; and
 - c. Part of a *mixed use development*; and
 - d. Limited to 15,000 square feet; and
 - e. No *outdoor storage* of equipment occurs.

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⁴⁰ Except *self-service storage*.

⁴¹ Accessory to an *apartment development* of at least 12 units, provided:

- a. The gross floor area in *self-service storage* shall not exceed the total gross floor area of the *apartment* dwellings on the *site*;
- b. All outdoor lights shall be deflected, shaded and focused away from all adjoining property;
- c. The use of the facility shall be limited to dead storage of household goods;
- d. No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;
- e. No *outdoor storage* or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;
- f. No residential occupancy of the storage units;
- g. No business activity other than the rental of storage units; and
- h. A resident director shall be required on the *site* and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

⁴² Permitted when:

- a. Located in the R-24 zone; and
- b. On a *site* in *professional office* or *construction and trade office uses* as of May 8, 2003; and
- c. Part of a *mixed use development*; and
- d. Limited to 15,000 square feet; and
- e. No *outdoor storage* of equipment occurs.

⁴³ Limited to *emergency* medical evacuation sites in conjunction with police, fire or health service facility.

⁴⁴ Not in R-1 and limited to *variety stores* with a maximum of 5,000 square feet of gross floor area, and subject to KMC [18.21.070](#).

⁴⁵ Not permitted in R-1 and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC [18.21.070](#).

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⁴⁶ Not permitted in R-1 and excluding drinking places, and limited to a maximum of 5,000 square feet of gross floor area and subject to KMC [18.21.070](#).

⁴⁷ *Social card games*, as defined by this title, are prohibited.

⁴⁸ Limited to *cogeneration* facilities for on-site use only.

⁴⁹ Reserved.

⁵⁰ Reserved.

⁵¹ Only in conjunction with an existing or proposed school.

⁵² Except racing of motorized vehicles.

⁵³ Except arboretum.

⁵⁴ Except technical institutions. See *vocational schools*.

⁵⁵ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.

⁵⁶ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.

⁵⁷ A *family child-care home* is subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title [170](#). The *family child-care home* shall meet the following requirements:

- a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
- b. A safe passenger loading area as certified by the DEL licensor shall be provided;
- c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
- d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
- e. All signage shall conform to the applicable requirements of Chapter [18.42](#) KMC; and
- f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility.

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Neighborhood Business Zone**18.22.010 Neighborhood business zone – Use allowances.**

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

Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Townhouse¹</i>	<i>Sports Club⁷</i>	<i>Jail</i>	<i>Single Detached Dwelling Unit</i>
<i>Apartment¹</i>	<i>School District Support Facility</i>	<i>Work Release Facility</i>	<i>Family Child-Care Home</i>
<i>Community Residential Facility I¹</i>	<i>Helistop²²</i>	<i>Nonhydroelectric Generation Facility</i>	<i>Designated Manufactured Home</i>
<i>Community Residential Facility II¹</i>	<i>Nonhydroelectric Generation Facility²⁸</i>	<i>Oil and Gas Extraction Energy Resource</i>	<i>Mobile Home and Manufactured Home</i>
<i>Senior Citizen Assisted Living¹</i>	<i>College/University^{33,35}</i>	<i>Recovery Facility</i>	<i>Mobile Home Park</i>
<i>Residential Accessory Uses²</i>		<i>Landfill</i>	<i>Dormitory</i>
<i>Home Occupation</i>		<i>Transfer Station</i>	<i>Home Industry</i>
<i>Bed and Breakfast Guesthouse⁴</i>		<i>Wastewater Treatment Facility</i>	<i>Hotel/Motel⁵</i>
<i>Park</i>		<i>Municipal Water Production</i>	<i>Organization Hotel/Lodging Houses</i>
<i>Trails</i>		<i>Airport/Heliport</i>	<i>Campgrounds</i>
<i>Marina⁶</i>		<i>Transit Bus Base</i>	<i>Destination Resorts</i>
<i>Library</i>		<i>School Bus Base</i>	<i>Recreational Vehicle Park</i>
<i>Museum</i>		<i>Racetrack³¹</i>	<i>Adult Entertainment Business</i>
<i>Arboretum</i>		<i>College/University³³</i>	<i>Theater</i>
<i>Conference Center</i>		<i>Secure Community Transition Facilities³⁶</i>	<i>Theater, Drive-in</i>
			<i>Bowling Center</i>

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Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>General Personal Service</i> <i>Cemetery, Columbarium or Mausoleum¹⁰</i> <i>Day Care I</i> <i>Day Care II</i> <i>Veterinary Clinic¹¹</i> <i>Automotive Repair^{12,13}</i> <i>Automotive Service¹³</i> <i>Church, Synagogue, Mosque, Temple</i> <i>Social Services^{14,15}</i> <i>Artist Studios</i> <i>Interim Recycling Facility¹⁶</i> <i>Medical/Dental Office/Outpatient Clinic</i>			<i>Golf Course Facility</i> <i>Amusement and Recreation Services^{8,9}</i> <i>Shooting Range</i> <i>Amusement Arcades</i> <i>Amusement Park</i> <i>Outdoor Performance Center</i> <i>Drycleaning Plants</i> <i>Industrial Launderers</i> <i>Funeral Home/Crematory</i> <i>Miscellaneous Repair</i> <i>Stable</i> <i>Kennel or Cattery</i> <i>Theatrical Production Services</i> <i>Nursing and Personal Care Facilities</i>
<i>Specialized Instruction School</i> <i>Public Agency or Utility Office</i> <i>Police Facility¹⁷</i> <i>Fire Facility</i> <i>Utility Facility</i>			<i>Hospital</i> <i>Medical/Dental Lab</i> <i>Miscellaneous Health Services</i> <i>Elementary School</i> <i>Middle/Junior High School</i>

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Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Commuter Parking Lot</i>			<i>Secondary or High School</i>
<i>Private Stormwater Management Facility¹⁸</i>			<i>Vocational School</i>
<i>Vector Waste Receiving Facility¹⁹</i>			<i>Public Agency or Utility Yard</i>
<i>General Business Service</i>			<i>Public Agency Archives</i>
<i>Professional Office</i>			<i>Court</i>
<i>Automotive Parking²⁰</i>			<i>Construction and Trade</i>
<i>Commercial/Industrial Accessory Uses²¹</i>			<i>Individual Transportation and Taxi</i>
<i>Building, Hardware and Garden Materials Stores²³</i>			<i>Trucking and Courier Service</i>
<i>Department and Variety Stores²⁴</i>			<i>Warehousing and Wholesale Trade</i>
<i>Food Stores</i>			<i>Self-Service Storage</i>
<i>Gasoline Service Stations</i>			<i>Farm Product Warehousing, Refrigeration and Storage</i>
<i>Eating and Drinking Places^{25,26}</i>			<i>Log Storage</i>
<i>Drug Stores</i>			<i>Transportation Service</i>
<i>Book, Stationery, Video and Art Supply Stores</i>			<i>Freight and Cargo Service</i>
<i>Hobby, Toy, Game Shops</i>			<i>Passenger Transportation Service</i>
<i>Photographic and Electronic Shops</i>			<i>Communication Offices</i>
			<i>Telegraph and Other Communications</i>
			<i>Outdoor Advertising Service</i>

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Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
<i>Florist Shops</i> <i>Pet Shops</i> Printing and Publishing ²⁷ College/University ^{33,34}			Miscellaneous Equipment Rental Automotive Rental and Leasing Professional Sports Teams/Promoters Research, Development and Testing <i>Heavy Equipment and Truck Repair</i> <i>Forest Product Sales</i> <i>Agricultural Product Sales</i> <i>Motor Vehicle and Boat Dealers</i> Auto Supply Stores Apparel and Accessory Stores <i>Furniture and Home Furnishings Stores</i>
			Liquor Stores Used Goods: Antiques/Secondhand Shops <i>Sporting Goods and Related Stores</i> <i>Jewelry Stores</i>

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Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
			Monuments, Tombstones and Gravestones Sales <i>Fabric Shops</i> Fuel Dealers <i>Personal Medical Supply Stores</i> <i>Bulk Retail</i> <i>Auction Houses</i> <i>Livestock Sales</i> <i>Manufacturing Land Uses,</i> except Printing and Publishing <i>Resource Land Uses</i> <i>Jail Farm/Camp</i> <i>Public Agency Animal Control Facility</i> <i>Public Agency Training Facility</i> <i>Hydroelectric Generation Facility</i> <i>Soil Recycling Facility</i> <i>Fairground</i> Zoo/Wildlife Exhibit ³² Stadium/Arena <i>Marijuana Business</i>

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Table A. Neighborhood Business Zone Use Allowances

PERMITTED USE	CONDITIONAL USE	SPECIAL USE	PROHIBITED
			<i>Marijuana Cooperative</i>

¹ Only as part of a *mixed use development* subject to the conditions of Chapter [18.50](#) KMC, except that stand-alone *townhouse developments* are permitted subject to KMC [17.20.125](#), [18.22.020](#), [18.30.130](#) and [18.50.050](#);

² a. See KMC [18.73.100](#) regarding *accessory dwelling units*.

b. One single or twin engine, noncommercial aircraft shall be permitted only on *lots* that abut, or have a legal access that is not a *City* right-of-way to, a waterbody or landing field, provided there is:

(1) No aircraft sales, service, repair, charter or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

³ Except *bed and breakfast guesthouses*.

⁴ *Bed and breakfast guesthouses* shall be subject to the following conditions:

a. The guesthouse shall be owner-occupied;

b. The number of guestrooms shall not be greater than that authorized by the International Building and Fire Codes;

c. Parking shall be provided as required by this title; and

d. The guesthouse shall be compatible with the neighborhood character as determined by the *city manager*, and shall not create significant adverse neighborhood effects that cannot be mitigated.

⁵ Reserved.

⁶ Limited to day moorage.

⁷ Only for stand-alone *sports clubs* that are not part of a *park*.

⁸ Excluding amusement and recreational *uses* classified elsewhere in this chapter.

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- ⁹ *Social card games*, as defined by this title, are prohibited.
- ¹⁰ Limited to columbariums accessory to a church, but required *landscaping* and parking shall not be reduced.
- ¹¹ a. No burning of refuse or dead animals is allowed;
- b. The portion of the *building* or *structure* in which animals are kept or treated shall be soundproofed. All run areas, excluding *confinement areas* for *livestock*, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and
- c. The provisions of Chapter [18.70](#) KMC relative to animal keeping are met.
- ¹² Except tire retreading.
- ¹³ The repair work or service shall only be performed in an enclosed *building*, with no *outdoor storage* of materials. Top, body, and upholstery repair shops and paint shops are not allowed.
- ¹⁴ Except day care services and residential care.
- ¹⁵ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.
- ¹⁶ With the exception of *drop box facilities* for the collection and temporary storage of *recyclable materials*, all processing and storage of material shall be within enclosed *buildings*. *Yard waste processing* is not permitted.
- ¹⁷ Limited to “storefront” police offices. Such offices shall not have:
- a. Holding cells; or
- b. Long-term storage of stolen properties.
- ¹⁸ Except in commercial zones or when participating in an approved shared facility drainage plan; such facilities shall be located on the same *lot* that they are designed to serve except in subdivisions or short subdivisions that set aside a separate tract for such facilities. In commercial zones or shared facilities, such facilities which are not located on the *lot* they are designed to serve shall be located on a *lot* with the same or more intensive zoning designation.
- ¹⁹ *Vector waste* treatment, storage and disposal shall be limited to liquid materials. Materials shall be disposed of directly into a sewer system, or shall be stored in tanks (or other covered *structures*), as well as enclosed *buildings*.

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- ²⁰ No tow-in lots for damaged, abandoned or otherwise impounded vehicles.
- ²¹ Storage limited to accessory storage of commodities sold at retail on the premises or materials used in the fabrication of commodities sold on the premises.
- ²² Limited to *emergency* medical evacuation sites in conjunction with police, fire or health service facility.
- ²³ Only *hardware and garden materials stores* shall be permitted.
- ²⁴ Limited to *variety stores*, and further limited to a maximum of 2,000 square feet of gross floor area.
- ²⁵ Excluding drinking places.
- ²⁶ *Social card games*, as defined by this title, are prohibited.
- ²⁷ Limited to photocopying and printing services offered to the general public.
- ²⁸ Limited to *cogeneration* facilities for on-site use only.
- ²⁹ Reserved.
- ³⁰ Reserved.
- ³¹ Except racing of motorized vehicles.
- ³² Except arboretum.
- ³³ Except technical institutions. See *vocational schools*.
- ³⁴ Only as a re-use of a public school facility subject to Chapter [18.50](#) KMC.
- ³⁵ Only as a re-use of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.
- ³⁶ *SCTF* Siting. *Secure community transition facilities* as defined in RCW [71.09.020](#) are permitted by *special use permit* in the neighborhood business zone, subject to the following restrictions:
- a. Maximum Number of Residents. No *SCTF* shall house more than three persons, excluding resident staff.
 - b. Siting Criteria.

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- (1) *SCTFs* should be located in relationship to transportation facilities in a manner appropriate to their transportation needs.
 - (2) No *SCTF* shall be allowed within the following distances from the following specified *uses*, areas or zones, whether such *uses*, areas or zones are located within or outside the *City* limits:
 - (A) In or within 250 feet of any residential zone district, or any residentially zoned property;
 - (B) Adjacent to, immediately across a *street* or parking lot from, or within the line of sight of a “risk potential activity” as defined in RCW [71.09.020](#), as amended, including, but not limited to, public and private schools; school bus stops; licensed *day care* and licensed preschool facilities; public *parks*, publicly dedicated *trails* and sports fields; recreational and community centers; playgrounds; *church*, *synagogue*, *mosque*, *temple*; and public libraries;
 - (C) One mile from any existing *SCTF*, work release, prerelease, or similar facility.
 - (3) The distances specified in footnote (36)(b)(2) of this section shall be measured by following a straight line from the nearest point of the property parcel upon which the *SCTF* is to be located, to the nearest point of the parcel of property or land use district boundary line from which the proposed land use is to be separated.
- c. On-Site Facilities Required. Each *SCTF* shall provide on-site dining, on-site laundry or laundry service, and on-site *recreational facilities* to serve the residents.
- d. *Special Use Permit* Application Process. A *special use permit* application for an *SCTF* shall be accompanied by the following:
- (1) The siting process used for the *SCTF*, including alternative locations considered. At least three alternative locations must be considered.
 - (2) An analysis showing that utmost consideration was given to potential *sites* such that siting of the facility will have no unreasonable impact on any one racial, cultural, or socio-economic group, and that there will not be a resulting concentration of similar facilities in a particular neighborhood, community, jurisdiction or region.
 - (3) Proposed mitigation measures including the use of extensive buffering from adjacent *uses*.
 - (4) A detailed security plan for the facility and the residents.

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(5) Proposed operating rules for the facility.

(6) A schedule and analysis of all public input solicited or to be solicited during the siting process.

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Community Business Zone**18.23.020 Use allowances.**

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

Table A. Community Business Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Artist Studios</i>	<i>City Government Facilities and Offices</i>	<i>Adult Entertainment Business</i>
<i>Arts and Crafts Schools/Studios</i>	<i>College/University</i>	<i>Auto Supply Stores</i>
<i>Bed and Breakfast Guesthouses</i>	<i>Community Residential Facility I or II</i>	<i>Automotive Rental and Leasing</i>
<i>Family Child-Care Home²</i>	<i>Conference Centers</i>	<i>Automotive Repair</i>
<i>Day Care Centers I and II</i>	<i>Cultural Facilities</i>	<i>Automotive Service</i>
<i>Eating and Drinking Places¹</i>	<i>Fire Facility</i>	<i>Bulk Retail</i>
<i>General Business Services</i>	<i>K – 12 Educational Institution (Public or Private)</i>	<i>Car Wash</i>
<i>Home Occupation</i>	<i>Medical/Dental Labs</i>	<i>Construction and Trade</i>
<i>Medical/Dental Office/Outpatient Clinic</i>	<i>Nursing and Personal Care Facilities</i>	<i>Drive-Through Service</i>
<i>Multiple-Family Dwelling</i>	<i>Police Facility</i>	<i>Helistop</i>
<i>Professional Offices</i>	<i>Public Agency or Utility Office: Non-City</i>	<i>Hospitals</i>
<i>Parks</i>	<i>Recreational Facilities, Indoor</i>	<i>Hotel</i>
<i>Private Stormwater Management Facility</i>	<i>Religious Institutions: Church, Synagogue, Mosque, Temple</i>	<i>Indoor Storage</i>
<i>Rental Services, No Outside Storage</i>	<i>Services, Off-Site</i>	<i>Interim Recycling Facility</i>
<i>Retail Sales, Indoor¹</i>	<i>Social Services, Noncorrectional</i>	<i>Manufacturing</i>
	<i>Specialized Instruction School</i>	<i>Marijuana Business</i>
		<i>Marijuana Cooperative</i>

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Table A. Community Business Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Services, On-Site¹</i> <i>Single Detached Dwelling Unit, Existing Legal</i> <i>Trails</i>	<i>Utility Facility: Limited to Sewer Lift Stations and Pipes/Electrical Wires and Associated Structure Supports</i> <i>Veterinary Offices/Clinics</i> <i>Vocational Schools</i>	<i>Mobile Food Vendor</i> <i>Mobile Home Parks</i> <i>Motel</i> <i>Motor Vehicle and Boat Dealers</i> <i>Outdoor Performance Center</i> <i>Outdoor Retail Display/Sidewalk Sale</i> <i>Outdoor Storage</i> <i>Recreational Facilities, Outdoor</i> <i>Rental Services with Outside Storage</i> <i>Retail Sales, Outdoor</i> <i>Self-Service Storage</i> <i>Single Detached Dwelling Unit, New</i> <i>Social Services, Correctional</i> <i>Taxi Stand</i> <i>Theater</i> <i>Theatrical Production Services</i>

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Table A. Community Business Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
		Tow Truck Operation/Auto Yard <i>Transit Center</i> Trucking and Courier Service <i>Warehousing and Wholesale Trade</i>

¹ Permitted only as part of a *mixed use development* and must occupy 50 percent of the *ground floor* at *street frontage*. Each *use* is limited to maximum 5,000 square feet per *use* and 15,000 square feet total contiguous.

² A *family child-care home* is permitted in an existing legal *single detached dwelling unit* subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title [170](#). The *family child-care home* shall meet the following requirements:

- a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
- b. A safe passenger loading area as certified by the DEL licensor shall be provided;
- c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
- d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
- e. All signage shall conform to the applicable requirements of Chapter [18.42](#) KMC; and
- f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility.

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Downtown Residential Zone**18.24.020 Use allowances.**

The following *uses* in Table A are identified as permitted, conditionally permitted, or *prohibited uses* in the downtown residential zone.

Table A. Downtown Residential Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Auction House, Existing⁶</i>	Eating and Drinking Places	<i>Indoor Storage</i>
<i>Automotive Service, Accessory¹</i>	Nursing and Personal Care Facilities	<i>Marijuana Business</i>
<i>Bed and Breakfast</i>	Religious Institutions: <i>Church, Synagogue, Mosque, Temple</i>	<i>Marijuana Cooperative</i>
<i>Guesthouse</i>	<i>Social Services, Noncorrectional</i>	<i>Mobile Home Parks</i>
<i>City Government Facilities and Offices</i>	<i>Utility Facility: Limited to Sewer Lift Stations and Pipes/Electrical Wires and Associated Structural Supports</i>	<i>Outdoor Storage</i>
<i>Community Residential Facility I or II</i>		<i>Public Agency or Utility Office: Non-City</i>
<i>Cultural Facilities</i>		<i>Retail Sales, Outdoor</i>
<i>Family Child-Care Home⁸</i>		<i>Self-Service Storage</i>
<i>Day Care I or II²</i>		<i>Single Detached Dwelling Unit, New</i>
<i>Home Occupation</i>		<i>Social Services, Correctional</i>
<i>Multiple-Family Dwelling³</i>		
<i>On-Site Services⁴</i>		
<i>Parking: Off-Street Required Parking Lot or Structure</i>		
<i>Parks</i>		
<i>Professional Office⁴</i>		

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Table A. Downtown Residential Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Recreation, Indoor: <i>Sports Club</i> Retail Sales, Indoor ¹ Single Detached Dwelling Unit, Existing Legal Trails Vehicle Auction, Existing ⁷		

¹ Only permitted when accessory to and contained within a structured parking garage.

² Day care II permitted only when accessory to a school, church, *park*, *sport club* or public housing administered by a *public agency*.

³ Townhouses are required to have four units minimum in a cluster. Enclosed under building parking is required per Chapter [18.52](#) KMC, Downtown Design Standards.

⁴ Permitted only as part of a *mixed use development*, and must occupy 50 percent of the *ground floor* at *street frontage*. Each *use* is limited to maximum 5,000 square feet per *use* and 15,000 square feet total contiguous.

⁵ Reserved.

⁶ Except for vehicle and animal auction *uses*. Existing *auction houses* are permitted on properties currently used for *auction house* activity as of January 12, 2007. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of the property. The *auction house use* may not expand *buildings* or storage beyond the *use's* existing footprint. The *auction house* may expand accessory on-site parking associated with existing *auction house use* to adjoining or nearby parcels of land, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;

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- b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
- c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC [18.52.180](#);
- d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
- e. Ensures that expanded accessory parking area is not used for storage.

⁷ Vehicle auctions in existence as of January 12, 2007, are permitted on site area and within *buildings* in the downtown residential zone located east of 68th Avenue NE and north of NE 182nd Street that are being used as a vehicle auction *use* as of that date. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of property. With the exception of accessory parking outlined below, existing vehicle auction *uses* may not expand beyond their existing building footprint plus abutting easements, loading, or parking areas used for vehicle auction as of January 12, 2007. Renovations or alterations within the existing building footprint are permitted. However, expansion of existing *buildings* for vehicle auction *use* is prohibited. Expansion of accessory on-site parking associated with existing vehicle auction *use* to adjoining or nearby parcels of land is allowed, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
- b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
- c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC [18.52.180](#);
- d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
- e. Ensures that expanded accessory parking area is not used for storage.

⁸ A *family child-care home* is permitted in an existing legal *single detached dwelling unit* subject to the requirements established by the Washington State Department of Early Learning (DEL) in WAC Title [170](#). The *family child-care home* shall meet the following requirements:

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- a. The family child-care provider shall be licensed by DEL to operate a *family child-care home*;
- b. A safe passenger loading area as certified by the DEL licensor shall be provided;
- c. The *family child-care home* shall comply with all applicable building, fire, safety, and health codes enforced by the *City*;
- d. The *family child-care home* shall comply with all applicable development standards of the *City*, unless determined to be legally nonconforming;
- e. All signage shall conform to the applicable requirements of Chapter [18.42](#) KMC; and
- f. The *City* has the authority to limit the hours of operation to facilitate neighborhood compatibility.

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Downtown Commercial Zone**18.25.020 Use allowances.**

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

Table A. Downtown Commercial Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Adult Entertainment Businesses</i> ¹¹	College/University	Automotive Rental and Leasing, New, Nonaccessory
<i>Artist Studios</i>	<i>Community Residential Facility</i> I or II	Automotive Repair, New, Nonaccessory
<i>Arts and Crafts Schools/Studios</i>	Fire Facility	Automotive Service, New, Nonaccessory
<i>Auction House</i> , Existing ¹²	<i>Helistop</i>	<i>Bulk Retail</i>
Auto Supply Stores	Hospitals	<i>Car Wash</i> , Nonaccessory
Automotive Rental and Leasing, Accessory ¹	<i>K – 12 Educational Institution (Public or Private)</i>	<i>Construction and Trade</i>
Automotive Repair, Accessory ¹	Medical/Dental Labs	Gasoline Service Stations, New
Automotive Repair, <i>Existing Legal</i> ¹⁰	Police Facility	<i>Indoor Storage</i>
Automotive Service, Accessory ¹	<i>Public Agency or Utility Office</i> : Non-City	<i>Interim Recycling Facility</i>
Automotive Service, <i>Existing Legal</i> ¹	Religious Institutions: <i>Church, Synagogue, Mosque, Temple</i>	Manufacturing
<i>Bed and Breakfast Guesthouse</i> ²	<i>Social Services, Correctional</i>	<i>Marijuana Business</i>
<i>Car Wash</i> , Accessory ¹	<i>Specialized Instruction School</i>	<i>Marijuana Cooperative</i>
<i>City Government Facilities</i> and Offices	<i>Utility Facility</i> : Limited to Sewer Lift Stations and Pipes/Electrical Wires and Associated Structural Supports	<i>Motel</i>
<i>Conference Centers</i>	<i>Vocational School</i>	<i>Motor Vehicle and Boat Dealers</i> , Nonaccessory
<i>Cultural Facilities</i>		
<i>Day Care Centers</i> I and II		
<i>Drive-Through Service</i> ³		

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Table A. Downtown Commercial Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
Eating and Drinking Places Gasoline Service Stations, <i>Existing Legal</i> General Business Services Home Occupation Hotel Medical/Dental Office/Outpatient Clinic		
Mobile Food Vendor ^a Motor Vehicle and Boat Dealers, Accessory ^a Multiple-Family Dwelling ^b Off-Site Services ^b Outdoor Performance Center ^b Outdoor Retail Display/Sidewalk Sale ^c Professional Offices Parking: Commuter Parking Lot or Structure, Off-Street Required Parking Lot or Structure ^d Parks Private Stormwater Management Facility Recreational Facilities, Indoor Rental Services, No Outside Storage		Nursing and Personal Care Facilities Outdoor Storage Recreational Facilities, Outdoor Rental Services, with Outside Storage Retail Sales, Outdoor Self-Service Storage Tow Truck Operation/Auto Impoundment Yard Trucking and Courier Service Warehousing and Wholesale Trade

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Table A. Downtown Commercial Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED
<i>Retail Sales, Indoor</i> <i>Services, On-Site</i> <i>Social Services, Noncorrectional</i> <i>Taxi Stand</i> <i>Theater</i> <i>Theatrical Production Services</i> <i>Trails</i> <i>Transit Center²</i> Vehicle Auction, Existing ¹³ Veterinary Offices/Clinics: No outdoor kennels or facilities		

¹ Permitted only when accessory to and contained within a structured parking garage. Automotive rental and leasing uses, or *motor vehicle and boat dealer uses*, may also be permitted when accessory to an *existing legal* automotive service or *existing legal* automotive repair use and consistent with the following: (a) motor vehicles for sale, lease or rental shall not be arranged in a display lot fashion along the primary *street frontage*, and (b) shall be a subordinate and incidental part of the automotive repair or automotive service business, and (c) shall be subject to Chapter [18.52](#) KMC, Downtown Design Standards, regarding screening, location and other relevant standards. Otherwise prohibited.

² Permitted only if part of a *mixed use development*.

³ Properties having frontage on SR-522 and taking primary access from SR-522 as of the effective date of the ordinance codified in this title shall be permitted *drive-through service*. Where allowed, *drive-through service* is permitted as an *accessory use*. *Drive-through service* shall be oriented to the side and/or rear of the *building*, and integrated into the exterior wall. Drive-through lanes shall not be located between the *street* and the main pedestrian access to the *buildings*. Modifications to these requirements may be

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reviewed through the site plan or building permit review process when meeting the intent of pedestrian orientation pursuant to Chapter [18.52](#) KMC, Downtown Design Standards.

⁴ *Mobile food vendors* are permitted subject to the following requirements:

- a. The stand is located on a sidewalk or near a storefront consistent with barrier-free regulations;
- b. The stand location on the sidewalk or near a storefront provides for at least four feet of unobstructed sidewalk between the stand and the sidewalk edge for pedestrian movement;
- c. No permanent fencing, walls, or other *structures* are installed which hinder removal of the *structure* from the *site*;
- d. No required parking stall shall be blocked or unusable as a result of the mobile vendor;
- e. Safe ingress and egress to the *site* shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
- f. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits; if accessory to a *use*, such operation is removed daily at the time of or prior to the close of business hours;
- g. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.

⁵ When located on property fronting on SR-522, NE 73rd Street, NE 181st Street west of 68th Avenue NE, 65th Avenue NE, 67th Avenue NE, or 68th Avenue NE, such *uses* shall be subject to the following conditions:

- a. A minimum of 80 percent of a *structure's* street front facade at street level shall be occupied by nonresidential (e.g., retail, office or service) *uses*. If the nonresidential and residential *uses* are located in separate *structures*, the 80 percent requirement shall apply to the *lot's* lineal *street frontage* at street level. Where the *lot* fronts on two or more *streets* and abuts a *lot* which is not zoned commercial, the street front facade requirement shall apply to the *structure's* facade along the *street* with the greatest continuous lineal feet of commercially zoned frontage.
- b. The required nonresidential *use* shall extend at least 30 feet in depth at street level from the street front facade of the *structure*; provided, that the minimum required depth may be averaged, with no depth less than 15 feet.

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- c. Where a *lot* fronts on two or more *streets* and only abuts *lots* which are zoned commercial, the street front facade requirement shall be calculated by totaling the combined street front facades of the *structure* containing the required nonresidential use.
- ⁶ Permitted when located west of 68th Avenue NE and associated with a plaza open to the public, and space is made available for general public passive or active use during non-performance hours.
- ⁷ *Outdoor retail displays/sidewalk sales* are permitted subject to:
- a. The *outdoor retail display/sidewalk sale* shall be accessory to a permitted permanent commercial use;
 - b. Fire lanes shall remain fully open and accessible at all times;
 - c. The location on sidewalk or near storefront is barrier-free;
 - d. No required parking stall shall be blocked or unusable as a result of the *outdoor retail display/sidewalk sale*;
 - e. Safe ingress and egress to the *site* shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
 - f. Such display and activity is removed daily at the time of or prior to the close of business hours;
 - g. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.
- ⁸ When located along NE 73rd Street, NE 181st Street west of 68th Avenue NE, 65th Avenue NE, 67th Avenue NE, or 68th Avenue NE, such use shall be housed on floors other than the *ground floor* street front facade.
- ⁹ a. Within the zone north of SR-522 and west of 68th Avenue NE, *transit centers* and commuter parking facilities shall be in structured *buildings* when the number of stalls exceeds 20. *Transit centers* or *commuter parking lots* shall be located a maximum distance of 1,200 lineal feet measured from the center line of SR-522 to the furthestmost point of the *transit center* or *commuter parking lot*.
- b. Parking structures, in whatever location in the zone, shall provide retail usages for at least 50 percent of the *ground floor street frontages*, consistent with Chapter [18.52](#) KMC, Downtown Design Standards.
- c. Parking structures shall be designed consistent with Chapter [18.52](#) KMC, Downtown Design Standards; interior design considerations shall include integration of parking with any transit bays,

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provision of indoor access to shops, and covered walkways to adjacent shopping, civic, residential, or other *developments* that patrons will access. Crime prevention through environmental design (CPTED) principles shall be integrated, such as, but not limited to, full spectrum lighting and maximization of visibility in publicly used areas.

¹⁰ In the downtown commercial zone, properties (a) fronting SR-522 or taking primary access from SR-522, and (b) located on a property where the extent of use is no deeper than 260 feet from SR-522, and (c) containing automotive repair or automotive service *uses* as of April 28, 2003, shall be considered *existing legal uses*. Otherwise prohibited.

¹¹ It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 330 feet, measured from the property line of the parcel or parcels proposed to contain the *adult entertainment business* to the property line of the parcels containing the *uses* in this section, without regard to intervening *structures* or objects, if any:

- a. Residentially zoned property;
- b. Public or *private* school for general education of any grade K through 12;
- c. School bus stop;
- d. Licensed *day care* or licensed preschool facility;
- e. Public *park*;
- f. Publicly dedicated *trail*; provided, however, that the *setback* distance shall apply only on the south side of the Burke-Gilman Trail, and that there shall be no *setback* on the north side of that trail due to the separation provided by SR-522;
- g. Sports fields or playgrounds;
- h. Recreation or community center;
- i. *Church, synagogue, mosque, temple*, or other house of religious worship;
- j. Public library.

It shall be unlawful for any person to establish an *adult entertainment business* or to relocate an *adult entertainment business* within 500 feet of another *adult entertainment business*, measured from the

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property line of the parcel or parcels containing the *adult entertainment business* and the proposed *adult entertainment business*.

¹² Except for vehicle and animal auction *uses*. Existing *auction houses* are permitted on properties currently used for *auction house* activity as of January 12, 2007. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of the property. The *auction house use* may not expand *buildings* or storage beyond the *use's* existing footprint. The *auction house* may expand accessory on-site parking associated with existing *auction house use* to adjoining or nearby parcels of land, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;
- b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
- c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC [18.52.180](#);
- d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
- e. Ensures that expanded accessory parking area is not used for storage.

¹³ Vehicle auctions in existence as of January 12, 2007, are permitted on site area and within *buildings* in the downtown commercial zone located east of 68th Avenue NE and north of NE 182nd Street that are being used as a vehicle auction *use* as of that date. This *use* may be continued and may be re-established for purposes of rebuilding upon unintentional destruction of property. With the exception of accessory parking noted in this subsection, existing vehicle auction *uses* may not expand beyond their existing building footprint plus abutting easements, loading, or parking areas used for vehicle auction as of January 12, 2007. Renovations or alterations within the existing building footprint are permitted; however, expansion of existing *buildings* for vehicle auction *use* is prohibited. Expansion of accessory on-site parking associated with existing vehicle auction *use* to adjoining or nearby parcels of land is allowed, subject to the *City's* approval of a site improvement plan that addresses the following issues:

- a. Submittal of a long-term parking management plan that shows how the *use's* parking needs are met by on-site parking and/or provisions of a long-term shared parking agreement;

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- b. Submittal of a traffic management plan that shows how the *applicant* intends to assure safe passage of pedestrians and vehicles in the vicinity of auction events;
- c. Screening of *outdoor storage* and parking areas consistent with Kenmore downtown design standard parking lot screening requirements, KMC [18.52.180](#);
- d. Provision of sidewalks along property frontages in the public rights-of-way, or other measures deemed by the *City* to adequately protect pedestrians traveling along property frontages; and
- e. Ensures that expanded accessory parking area is not used for storage.

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Public and Semi-Public Zone**18.27.020 Public and semi-public zone – Use allowances.**

A. The following *uses* in Table A are permitted, conditionally permitted, or prohibited in the public and semi-public zone.

Table A. Public and Semi-Public Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED (OR EXCLUDED IN DEFINITIONS)
Arboretum Caretaker Residence, Accessory City Government Facilities and Offices Commuter Parking Lot Conference Center Cultural Facilities Fire Facility Indoor Recreational Facilities; Excluding Sports Clubs K – 12 Educational Institutions (Public or Private) Open Space Outdoor Recreational Facilities Parks Police Facility Private Stormwater Management Facility Public Agency or Utility Office: Non-City Trails	Maintenance Yards or Facilities, Accessory Outdoor Performance Center Colleges/Universities	Jail Work Release Facility Landfill Transfer Station Marijuana Business Marijuana Cooperative

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Table A. Public and Semi-Public Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED (OR EXCLUDED IN DEFINITIONS)
<i>Utility Facility</i>		

B. Classified land *uses* not listed or prohibited in Table A may be allowed through completion of a site plan review process pursuant to KMC [18.27.060](#) and Chapter [18.105](#) KMC.

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Parks Zone**18.28.020 Parks zone – Use allowances.**

A. The following *uses* in Table A are permitted, conditionally permitted, or prohibited in the parks zone.

Table A. Parks Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED (OR EXCLUDED IN DEFINITIONS)
Arboretum		<i>Marijuana Business</i>
<i>Boat Launch</i>		<i>Marijuana Cooperative</i>
Caretaker Residence, Accessory ³		
<i>City Government Facilities and Offices</i>		
<i>Cultural Facilities</i>		
<i>Dock</i>		
<i>Dwelling Unit, Single Detached</i> ¹		
<i>Indoor Recreational Facilities: Excluding Sports Clubs</i>		
<i>Mobile Food Vendor, Accessory</i> ²		
<i>Open Space</i>		
<i>Outdoor Recreational Facilities</i>		
<i>Parks</i>		
<i>Private Stormwater Management Facility</i>		
<i>Trails</i>		
<i>Utility Facility</i>		
<i>Wildlife Shelter</i>		

¹ One dwelling allowed per existing legal *lot* as of December 11, 2006.

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² *Mobile food vendor* requirements:

- a. No permanent fencing, walls, or other *structures* are installed which hinder removal of the *structure* from the *site*;
- b. No required parking stall shall be blocked or unusable as a result of the mobile vendor;
- c. Safe ingress and egress shall be maintained. Visibility for transportation and pedestrian access shall be maintained;
- d. The limited duration of the mobile vendor shall be established as a condition of approval of any applicable permits; if accessory to a *use*, such operation is removed daily at the time of or prior to the close of business hours;
- e. A sign permit is required for exterior signage in accordance with the sign code, Chapter [18.42](#) KMC.

³ Attached dwellings may only be allowed as a reuse of a surplus nonresidential facility subject to Chapter [18.50](#) KMC.

B. Classified land *uses* not listed or prohibited in Table A may be allowed through completion of a site plan review process pursuant to KMC [18.28.060](#) and Chapter [18.105](#) KMC. Proponents of projects that include land *uses* of different sizes or dimensions than those allowed in Table A may also request allowance of such *uses* pursuant to KMC [18.28.060](#) and Chapter [18.105](#) KMC. [Ord. 16-0421 § 2 (Att. A); Ord. 16-0417 § 4; Ord. 14-0384 § 5; Ord. 11-0329 § 3 (Exh. 1).]

Attachment 3

Golf Course Zone**18.28A.020 Golf course zone – Use allowances.**

A. The following *uses* in Table A are permitted, conditionally permitted, or prohibited in the golf course zone.

Table A. Golf Course Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED (OR EXCLUDED IN DEFINITIONS)
Caretaker Residence, Accessory Clubhouse Conference Center, Accessory Cultural Facilities Driving Range Eating and Drinking Places, Accessory Golf Course Facility Maintenance Facility, Accessory Open Space Private Stormwater Management Facility Recreational Facilities, Indoor Recreational Facilities, Outdoor Retail Sales, Indoor, Accessory Trails Utility Facility Wildlife Shelter	<i>Outdoor Performance Center</i>	<i>Marijuana Business</i> <i>Marijuana Cooperative</i> Residential Dwellings, Nonaccessory

Attachment 3

B. Classified land *uses* not listed or prohibited in Table A may be allowed through completion of a site plan review process pursuant to KMC [18.28A.060](#) and Chapter [18.105](#) KMC. Proponents of projects that include land *uses* allowed as accessory permitted or accessory conditionally *permitted uses* in Table A may also request allowance of such *uses* as primary *uses* pursuant to KMC [18.28A.060](#) and Chapter [18.105](#) KMC. [Ord. 16-0426 § 5 (Att. C); Ord. 16-0421 § 2 (Att. A); Ord. 14-0384 § 5; Ord. 11-0329 § 3 (Exh. 1).]

ATTACHMENT 4

List of Land Uses and Definitions

Adult entertainment business

“Adult entertainment business” means a sexually oriented business engaging in adult entertainment, such as an adult cabaret, adult retail business or an adult panoram, as those terms are defined in KMC Title [5](#).

Air transportation service

“Air transportation service” means a helipad, private landing field, or other similar facility for personal or business-related air transportation. Air transportation service does not include an airport, which is classified as a regional land use.

May include NAICS 481 (Air Transportation) and 4881 (Support Activities for Transportation).

Ambulatory surgery center

“Ambulatory surgery center” means an establishment with medical staff primarily engaged in providing outpatient medical, diagnostic and surgical treatment services.

May include NAICS 621493 (Freestanding Ambulatory Surgical and Emergency Centers).

Animal kennel/shelter

“Animal kennel/shelter” means any outdoor or indoor facility which houses four or more small domestic animals (that number not including one unweaned litter) for periods longer than 24 hours as a commercial venture, as a nonprofit organization, or for a governmental purpose. The facility may either be a separate business or an accessory use.

ATTACHMENT 4

Arts, entertainment, indoor

“Indoor arts, entertainment” means an establishment that provides facilities or services for cultural and entertainment uses inside a building. Indoor arts, entertainment includes such uses as performing arts establishments, artist studios, theaters, museums, libraries, fraternal lodges, tour operators, and arcades, but specifically excludes adult entertainment facilities.

May include NAICS 512 (Motion Picture and Sound Recording Industries), 515 (Broadcasting), and 51912 (Libraries and Archives). May include 56152 (Tour Operators) and 56159 (Other Travel Arrangement and Reservation Services). May include Sector 71 (Arts, Entertainment, and Recreation), except the following: 711211 (Sports Teams and Clubs), 711212 (Racetracks), 713110 (Amusement and Theme Parks), 7132 (Gambling Industries), and 7139 (Other Amusement and Recreation Industries). May include 8134 (Civic and Social Organizations).

Arts, entertainment, outdoor

“Outdoor arts, entertainment” means an establishment that provides facilities or services for cultural and entertainment uses outside of a building. Outdoor arts, entertainment includes such uses as outdoor performance facilities, public gardens, and arboretums.

May include NAICS 512 (Motion Picture and Sound Recording Industries) and 515 (Broadcasting). May include 56152 (Tour Operators). May include Sector 71 (Arts, Entertainment, and Recreation), except the following: 711211 (Sports Teams and Clubs), 711212 (Racetracks), 713110 (Amusement and Theme Parks), 7132 (Gambling Industries), and 7139 (Other Amusement and Recreation Industries).

Auction house

“Auction house” means an establishment where the property of others is sold by a broker or auctioneer to persons who attend scheduled sales periods or events.

Automotive sales and service, marine

“Automotive sales and service, marine” means an establishment engaged in the retail sale of new or used boats, jet skis, boat trailers, or similar vehicles, or an establishment primarily engaged in repair or

ATTACHMENT 4

service of these vehicles, including washing and the sale and installation of lubricants, tires, batteries, mufflers, and similar accessories.

May include NAICS 4412 (Other Motor Vehicle Dealers), 44132 (Tire Dealers), and 8111 (Automotive Repair and Maintenance).

Automotive sales and service, non- marine

"Automotive sales and service, nonmarine" means an establishment engaged in the retail sale of new or used cars, trucks, truck tractors, semi-trailers, buses, mobile homes, utility trailers, RVs, motorcycles, ATVs, or similar vehicles, or an establishment primarily engaged in automotive repair or service of these vehicles, including washing and the sale and installation of lubricants, tires, batteries, mufflers, and similar accessories. Automotive sales and service, nonmarine does not include tire retreading, which is classified as a manufacturing land use.

May include NAICS 4411 (Auto Dealers), 4412 (Other Motor Vehicle Dealers), 44132 (Tire Dealers), 45393 (Manufactured/Mobile Home Dealers), and 8111 (Automotive Repair and Maintenance).

Business service, intensive

"Intensive business service" means an establishment primarily engaged in providing supporting services to business that is likely to generate levels of truck traffic, noise, pollution, vibration, dust, fumes, odors, hazardous materials, or other undesirable conditions that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Examples include industrial launderers, dry cleaning plants, and fuel dealers.

May include NAICS 45431 (Fuel Dealers). May include Sector 56 (Administrative and Support and Waste Management and Remediation Services), except the following: 561210 (Facilities Support Services for private correctional facilities), 5615 (Travel Arrangement and Reservation Services), 56171 (Exterminating and Pest Control Services), 56173 (Landscaping Services), 56179 (Other Services to Buildings/Dwellings) and 562 (Waste Management and Remediation). May include 8113 (Commercial and Industrial Machinery and Equipment Repair and Maintenance) and 812332 (Industrial Launderers).

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Business service, standard

“Standard business service” means an establishment primarily engaged in providing supporting services to business that is lower in intensity and cleaner than an intensive business service, and that does not generate noise, particulate matter, vibration, smoke, dust, fumes, odors, or other nuisances that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Examples include telephone call centers, private mail services, copy centers, business incubators, and data centers.

May include NAICS 491 (Postal Service), 492 (Couriers and Messengers), 518 (Data Processing, Hosting, and Related Services), 53242 (Office Machinery and Equipment Rental and Leasing), 54186 (Direct Mail Advertising), and 541922 (Commercial Photography).

May include Sector 56 (Administrative and Support and Waste Management and Remediation Services), except the following: 561210 (Facilities Support Services for private correctional facilities), 5615 (Travel Arrangement and Reservation Services), 56171 (Exterminating and Pest Control Services), 56173 (Landscaping Services), 56179 (Other Services to Buildings/Dwellings) and 562 (Waste Management and Remediation). May include 8112 (Electronic and Precision Equipment Repair and Maintenance).

Cemetery, columbarium or mausoleum

“Cemetery, columbarium or mausoleum” means land or *structures* used for interment of the dead or their remains. For purposes of this code, pet cemeteries are considered a subclassification of this *use*.

May include NAICS 81222 (Cemeteries and Crematories).

College/university

“College/university” means an establishment primarily engaged in providing academic courses and granting degrees above the high school diploma, such as the associate, baccalaureate or graduate degree. College/university generally means the college/university campus. Off-site auxiliary facilities associated with a college or university are addressed under the appropriate land use listing for their individual operation. For example, an off-site affiliated bookstore would be considered retail sales. An off-site medical clinic would be considered health care and social assistance.

May include NAICS 6112 (Junior Colleges) and 6113 (Colleges, Universities, and Professional Schools).

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Community residential facility

“Community residential facility (CRF)” means living quarters meeting applicable federal and State standards that function as a single housekeeping unit and provide supportive services, including but not limited to counseling, rehabilitation and medical supervision, excluding drug and alcohol detoxification, which is classified as health services, a hospital or an ambulatory surgery center. CRFs are further classified as follows:

A. CRF-I means nine to 10 residents and staff;

B. CRF-II means 11 or more residents and staff. If staffed by nonresident staff, each 24 staff hours per day equals one full-time residing staff member for purposes of subclassifying CRFs.

Provided, however, that this definition shall not apply to *secure community transition facilities* as defined in KMC [18.20.2465](#) or to *adult family homes* as defined in KMC [18.20.095](#).

May include NAICS 623210 (Residential Intellectual and Developmental Disability Facilities) and 623220 (Residential Mental Health and Substance Abuse Facilities).

Construction and trade

“Construction and trade” means an establishment that provides services related to construction and maintenance of *buildings* and infrastructure and improvements to property. Such establishments include landscape and horticultural services. This definition excludes construction and trade establishments that qualify as an *office* by virtue of having only a business office without outside storage or fabrication.

May include NAICS Sector 23 (Construction), 54135 (Building Inspection Services), 56171 (Exterminating and Pest Control Services), 56173 (Landscaping Services), 56179 (Other Services to Buildings and Dwellings), and 56299 (All Other Waste Management Services).

Day-care

“Day care” means an establishment for group care of nonresident adults or children.

A. Day care shall include only child day care services, adult day care centers and the following:

ATTACHMENT 4

1. Adult day care, such as adult day health centers or social day care as defined by the Washington State Department of Social and Health Services;
2. Nursery schools for children under minimum age for education in public schools;
3. Privately conducted kindergartens or prekindergartens when not a part of a public or parochial school; and
4. Programs covering after-school care for school children.

B. Day care establishments are subclassified as follows:

1. Day care I – A maximum of 12 adults or children in any 24-hour period; and
2. Day care II – Over 12 adults or children in any 24-hour period.

Day care does not include *family child-care home*.

May include NAICS 6244 (Child Day Care Services).

Eating and drinking place

“Eating and drinking place” means an establishment that prepares meals, snacks and beverages to customer order for immediate on-premises or off-premises consumption from a fixed location.

May include NAICS 722 (Food Services and Drinking Places), except 72233 (Mobile Food Services).

Educational service

Educational service” means an institution that offers academic education, career and technical instruction as well as schools or programs that offer tutoring or nonacademic or self-enrichment classes, such as automobile driving and cooking instruction.

May include NAICS Sector 61 (Educational Services), except 6112 (Junior Colleges) and 6113 (Colleges, Universities, and Professional Schools).

ATTACHMENT 4

Family child-care home

“Family child-care home” means a child day care provider who regularly provides child day care and early learning services for not more than 12 children in the provider's home in the family living quarters, or as otherwise defined in RCW [43.215.010](#).

Fire or police facility

“Fire or police facility” means a government establishment engaged in law enforcement or fire protection activities.

May include NAICS 92212 (Police Protection), 92215 (Parole Offices and Probation Offices), and 92216 (Fire Protection).

Funeral home/crematory

“Funeral home/crematory” means an establishment engaged in preparing the dead for burial or interment and conducting funerals.

May include NAICS 8122 (Death Care Services).

Health care and social assistance

“Health care and social assistance” means an establishment or agency providing health care or social assistance. For purposes of this code, veterinary offices are considered a subclassification of this use.

May include NAICS 62 (Health Care and Social Assistance), except the following: 621493 (Freestanding Ambulatory Surgical and Emergency Centers), 621511 (Medical Laboratories), 621910 (Ambulance Services), 622 (Hospitals), 623 (Nursing and Residential Care Facilities), and 6244 (Child Day Care Services). May include 54194 (Veterinary Services).

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Hospital

“Hospital” means an establishment with medical staff primarily engaged in providing inpatient medical, diagnostic and treatment services and/or emergency care services. Hospitals may also provide outpatient services as a secondary activity.

May include NAICS 622 (Hospitals), including 622210 (Psychiatric and Substance Abuse Hospitals).

Laboratory

“Laboratory” means a standalone facility subject to biosafety or hazardous materials containment procedures in which research and experiments leading to the development of new products are conducted. This use may be associated with an institutional, clinical or commercial use.

May include NAICS 54138 (Testing Laboratories) and 621511 (Medical Laboratories).

Manufacturing, heavy

“Heavy manufacturing” means an establishment engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products that is likely to generate levels of truck traffic, noise, pollution, vibration, dust, fumes, odors, radiation, poisons, pesticides, or other hazardous materials, fire or explosion hazards, or other undesirable conditions that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Heavy manufacturing facilities use larger quantities of raw materials and may require significant outdoor storage. Examples include concrete manufacture, asphalt batch plants, mass production of commercial or recreational vehicles or large machinery, production of industrial organic and inorganic chemicals, animal slaughtering, and refining, extruding, rolling, or drawing of ferrous or nonferrous metals.

May include NAICS Sectors 31 – 33 (Manufacturing). Also may include NAICS 54171 (Research and Development in the Physical, Engineering and Life Sciences).

Manufacturing, light

“Light manufacturing” means an establishment engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products that is of a lower intensity and

ATTACHMENT 4

cleaner than heavy manufacturing establishments. Light manufacturing facilities do not generate noise, particulate matter, vibration, smoke, dust, gas, fumes, odors, radiation, or other nuisances that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Light manufacturing facilities require only a small amount of raw materials, area and power to produce items of relatively high value per unit weight. Examples include manufacture of clothes, jewelry, food, blown glass, furniture, computer hardware and software, medical instrumentation, consumer electronics, and winery/brewery, as well as research and development facilities and biotechnology.

May include NAICS Sectors 31 – 33 (Manufacturing). Also may include NAICS 54171 (Research and Development in the Physical, Engineering and Life Sciences).

Marijuana business

“Marijuana business” means a marijuana producer, marijuana processor or marijuana retailer. Marijuana business does not include a medical marijuana collective garden as defined in Chapter [69.51A](#) RCW.

Marijuana cooperative

“Marijuana cooperative” means a cooperative of no more than four qualifying patients or designated providers sharing responsibility for acquiring and supplying the resources needed to produce and process marijuana only for the medical use of members of the cooperative, as described under Chapter [69.51A](#) RCW.

Mobile food service

“Mobile food service” means an establishment engaged in preparing and serving meals and snacks for immediate consumption from motorized vehicles or nonmotorized carts.

May include NAICS Sector 72233 (Mobile Food Services).

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Mobile home park

"Mobile home park" means a *development* with two or more improved pads or spaces designed to accommodate *mobile homes*, *manufactured homes*, or *designated manufactured homes*.

Multiple family dwelling

"Multiple-family dwelling" means a one-family dwelling attached to one or more one-family dwellings by common roofs, walls, or floors. Also includes one or more dwellings attached to nonresidential *uses*. This definition does not include *accessory dwelling units*, *community residential facilities*, supportive living facilities, or nursing and personal care facilities.

A. Apartment. A residential *building* containing two or more *dwelling units* or a single dwelling unit and a nonresidential use, which are attached at one or more common roofs, walls, or floors. Typically, the unit's habitable area is provided on a single level. Unit entrances may or may not be provided from a common corridor.

B. Townhouse. A one-family, ground-related dwelling attached to one or more such units or to a nonresidential use in which each unit has its own exterior, ground-level access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common walls. Typically the units are multi-story.

Office

"Office" means a place of employment for professional or administrative staff which does not include outside storage, or fabrication or on-site sale or transfer of commodities. Types of offices include, but are not limited to, accounting; architectural; engineering; banking; consulting; management; administrative; secretarial; marketing or advertising; personnel; sales offices where no inventories or goods are available on the premises; real estate; insurance; travel agent; brokerage; computer programming; or other similar services. Office does not include medical offices which are classified as a health care and social assistance land use.

May include NAICS Sector 51 (Information), except the following: 512 (Motion Picture and Sound Recording Industries), 515 (Broadcasting), 517 (Telecommunications), 518 (Data Processing, Hosting and Related Services), and 51912 (Libraries and Archives). May include Sectors 52 (Finance and Insurance) and 53 (Real Estate Rental and Leasing), except the following: 53113 (Lessors of

ATTACHMENT 4

Miniwarehouses and Self-Storage Units), 5321 (Automotive Equipment Rental and Leasing), 5322 (Consumer Goods Rental), 5323 (General Rental Centers), and 5324 (Commercial and Industrial Machinery and Equipment Rental and Leasing). May include Sector 54 (Professional, Scientific and Technical Services), except the following: 54135 (Building Inspection Services), 54138 (Testing Laboratories), 54171 (Research and Development in the Physical, Engineering and Life Sciences), 54186 (Direct Mail Advertising), 54192 (Photographic Services), and 54194 (Veterinary Services). May include Sector 55 (Management of Companies and Enterprises) and 56151 (Travel Agencies). May include 8132 (Grantmaking and Giving Services), 8133 (Social Advocacy Organizations), 8139 (Business, Professional, Labor, Political, and Similar Organizations), and Sector 92 (Public Administration), except the following: 92212 (Police Protection), 92214 (Correctional Institutions), 92215 (Parole Offices and Probation Offices), and 92216 (Fire Protection).

Park

"Park" means a *site* designed or developed for recreational use by the public including, but not limited to:

A. Indoor facilities, such as:

1. Gymnasiums;
2. Swimming pools; or
3. Activity centers;

B. Outdoor facilities, such as:

1. Playfields;
2. Fishing areas;
3. Picnic and related outdoor activity areas;

C. Areas and *trails* for:

1. Hikers;
2. Equestrians;
3. Bicyclists;

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D. Areas provided under KMC [18.30.130](#) or [20.47.155](#);

E. Facilities for on-site maintenance.

Personal service

“Personal service” means an establishment primarily engaged in providing services to individuals, such as beauty and barber shops, retail laundry and drycleaning including coin-operated, clothing alterations and repair, diaper services, carpet and upholstery cleaning services, photo studios, shoe repair, pet grooming, and repair of personal or household items. This definition excludes automotive repair and service.

May include NAICS 5322 (Consumer Goods Rental), 5323 (General Rental Center), 541921 (Photo Studios), 811211 (Consumer Electronics Repair and Maintenance), and 8114 (Personal and Household Goods Repair and Maintenance). May include 812 (Personal and Laundry Services) except the following: 8122 (Death Care Services), 812332 (Industrial Launderers), and 81293 (Parking Lots and Garages).

Recreational facility, indoor

“Indoor recreational facility” means an establishment that provides facilities or services for recreational uses inside a building. Indoor recreational facility includes such uses as clubhouses, gyms, indoor swimming pools, and fitness and bowling centers.

May include NAICS 61162 (Sports and Recreation Instruction), 711211 (Sports Teams and Clubs), 71312 (Amusement Arcades), and 7139 (Other Amusement and Recreation Industries).

Recreational facility, outdoor

“Outdoor recreational facility” means an establishment that provides facilities or services for recreational uses outside a building. Outdoor recreational facility includes such uses as outdoor tennis courts, outdoor swimming pools, batting cages, miniature golf courses, golf driving ranges, marinas, boat launches, campgrounds, and RV parks.

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May include NAICS 61162 (Sports and Recreation Instruction), 711211 (Sports Teams and Clubs), 7139 (Other Amusement and Recreation Industries), and 7212 (RV/Recreational Vehicle Parks and Recreational Camps).

Regional land use

“Regional land use” means an airport, ferry terminal, park and ride lot, transfer station, racetrack, stadium/arena, or other land use of a regional nature that may be difficult to site. Regional land use includes essential public facilities, as defined in RCW [36.70A.200](#), if not otherwise defined in this title.

May include NAICS Sector 22 (Utilities), 411 (Air Transportation), and 4881 (Support Activities for Air Transportation). May include 562 (Waste Management Remediation Service) except 56299 (All Other Waste Management Services). May include 7112 (Spectator Sports) except 711211 (Sports Teams and Clubs). May include 713110 (Amusement and Theme Parks) and 71391 (Golf Courses and Country Clubs).

Religious institution

“Religious institution” means a place where religious services are conducted, including *accessory uses* in the primary or accessory buildings such as religious education, reading rooms, assembly rooms, and residences for nuns and clergy. This definition does not include facilities for training of religious orders.

May include NAICS 8131 (Religious Organizations).

Resource land use

“Resource land use” means a production use on agricultural, forest, aquatic, or mineral lands, including farming, timber production, and mining.

May include NAICS Sectors 11 (Agriculture, Forestry, Fishing and Hunting) and 21 (Mining).

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Retail sales

“Retail sales” means an establishment within a permanent *structure* of less than 65,000 square feet engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. This definition excludes *auction houses*, sales of automotive parts if service, repair or installation are provided on site, *bulk retail sales*, *motor vehicle and boat dealers*, and eating and drinking places.

May include NAICS Sectors 44 – 45 (Retail Trade), except the following: 4411 (Automobile Dealers), 4412 (Other Motor Vehicle Dealers), 44132 (Tire Dealers), 447 (Gasoline Stations), 45291 (Warehouse Clubs and Superstores), 45393 (Manufactured/Mobile Home Dealers), and 45431 (Fuel Dealers).

Retail sales, bulk

“Bulk retail sales” means a singular indoor “big box” retail business that occupies more than 65,000 square feet of gross floor area, typically requires high parking to building area ratios, and has a regional sales market. Bulk retail sales can include, but is not limited to, membership warehouse clubs that emphasize bulk sales, discount stores and department stores.

May include NAICS 45291 (Warehouse Clubs and Superstores).

Secure facility

“Secure facility” means a jail, prison, secure community transition facility, or other similar facility for the confinement, correction, and rehabilitation of offenders. This definition includes facilities managed and operated by the government as well as those operated by nongovernmental entities under contract with the government.

May include NAICS 92214 (Correctional Institutions).

Single detached dwelling unit

“Single detached dwelling unit” means a detached *building* containing one *dwelling unit* or an *adult family home*.

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Standalone parking

“Standalone parking” means an establishment engaged in providing parking space for motor vehicles or boats, usually on an hourly, daily or monthly basis. Parking may be provided on a surface lot, in a garage or, in the case of boats, on a storage rack. Standalone parking does not include required parking associated with a use, authorized through a development application.

May include NAICS 81293 (Parking Lots and Garages).

Supportive living facility

“Supportive living facility” means an assisted living facility, continuing care facility, convalescent center, or nursing home. Supportive living facility does not include an adult family home, community residential facility, hospital, or secure facility.

May include NAICS 6231 (Nursing Care Facilities) and 6233 (Community Care Facilities for the Elderly).

Temporary lodging

“Temporary lodging” means a hotel, motel, bed and breakfast guesthouse, or other facility providing temporary accommodations for travelers for compensation.

May include NAICS 721 (Accommodation), except 72112 (Casino Hotels) and 7212 (RV/Recreational Vehicle Parks and Recreational Camps).

Transportation

“Transportation” means establishments providing transportation of passengers or cargo, such as taxi and limousine services, scenic and sightseeing transportation businesses, motor vehicle towing, trucking, shipping, or freight hauling businesses. This use includes related support activities, such as cargo handling and packing and crating of cargo. Transportation does not include airport/heliport, air transportation service, or airport (classified as a regional land use).

May include NAICS Sector 48 (Transportation and Warehousing), except the following: 481 (Air Transportation), 486 (Pipeline Transportation), 4881 (Support Activities for Air Transportation), and 493 (Warehousing and Storage). May include 62191 (Ambulance Services).

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Utility facility

"Utility facility" means a smaller-scale facility for the distribution or transmission of services to a limited area, including, but not limited to:

- A. Telephone exchanges (not including communication facilities);
- B. Water pumping or treatment stations or distribution systems;
- C. *Electrical substations*;
- D. Water storage reservoirs or tanks;
- E. Stormwater management facilities;
- F. *Repealed by Ord. 14-0391.*
- G. Natural gas gate stations and limiting stations;
- H. Propane, compressed natural gas and liquefied natural gas storage tanks serving multiple *lots* or *uses* from which fuel is distributed directly to individual users;
- I. Sewer lift stations and wastewater treatment or distribution systems; and
- J. Pipes, electrical wires and associated structural supports.

Utility facility does not include larger-scale regional facilities that are classified as a regional land use.

May include NAICS Sector 22 (Utilities).

Vehicle or equipment rental

"Vehicle or equipment rental" means an establishment that provides vehicles, machinery or equipment to customers in return for a rental payment.

May include NAICS Sectors 5321 (Automotive Equipment Rental and Leasing), 5323 (General Rental Centers), and 5324 (Commercial and Industrial Machinery and Equipment Rental and Leasing).

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Vehicle refueling station

“Vehicle refueling station” means an establishment retailing automotive fuels, sometimes in combination with convenience store items.

May include NAICS 447 (Gasoline Stations).

Warehousing

“Warehousing” means establishments providing warehousing and storage of goods, including standalone outdoor storage. Warehouses are distinguished from wholesale trade as warehouses do not sell goods.

May include NAICS Sector 49 (Transportation and Warehousing), except 491 (Postal Service) and 492 (Couriers and Messengers). May include 53113 (Lessors of Miniwarehouses and Self-Storage Units).

Wholesale trade

“Wholesale trade” means an establishment that sell goods for resale by other wholesalers or retailers, capital or durable nonconsumer goods, or raw and intermediate material and supplies used in production. Wholesalers normally operate from a warehouse characterized by little or no display of merchandise. Neither the design nor the location of the premises is intended to solicit walk-in traffic.

May include NAICS Sector 42 (Wholesale Trade).



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Resolution regarding the Public Agency and Utility Exception (PAUE) to the City's critical area regulations	For Council Meeting Agenda of: 05/08/17										
Proposed Council Action/Motion: Adopt Resolution 17-295 acknowledging the invalidation of Ordinance 16-0418 and confirming that the PAUE as it existed prior to the adoption of that ordinance remains in effect	Department: <u>Community Development</u> Prepared by: <u>Debbie Bent, Community Development Director and Lauri Anderson, Senior Planner</u> <table border="0"> <tr> <td></td> <td align="right">Initial & Date</td> </tr> <tr> <td>Approved by Department Head:</td> <td align="right"><u>DA 4/26/17</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td align="right"><u>[Signature] 4/27/17</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td align="right"><u>[Signature]</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td align="right"><u>[Signature]</u></td> </tr> </table>		Initial & Date	Approved by Department Head:	<u>DA 4/26/17</u>	Approved by City Attorney:	<u>[Signature] 4/27/17</u>	Approved by Finance Director:	<u>[Signature]</u>	Approved by City Manager:	<u>[Signature]</u>
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Approved by City Manager:	<u>[Signature]</u>										
Exhibits/Attachments: 1. Resolution 17-295											
<table border="0"> <tr> <td>Expenditure Required \$0</td> <td>Amount Budgeted: \$0</td> <td>Appropriation Required \$0</td> </tr> </table>		Expenditure Required \$0	Amount Budgeted: \$0	Appropriation Required \$0							
Expenditure Required \$0	Amount Budgeted: \$0	Appropriation Required \$0									
<u>INFORMATION/BACKGROUND:</u> On March 28, 2016, the City Council passed Ordinance 16-0418 amending the City's Public Agency and Utility Exception (PAUE) to the City's critical area regulations (KMC Chapter 18.55). A petition was filed with the Growth Management Hearings Board challenging this ordinance and, on November 28, 2016, the Board invalidated the ordinance and remanded it back to the City for action. In particular, the Board asked the City to consider best available science (BAS) in the adoption of the ordinance and provide a "reasoned justification" for any departure from BAS.											
As the City anticipates a complete review of its critical areas regulations beginning in 2018, including a comprehensive assessment of BAS, staff recommends that further action on the PAUE be deferred to that project. This would allow for a more efficient and holistic consideration of critical areas amendments--including the PAUE--using updated BAS.											
The City is required to enact legislation in response to the Board's remand prior to May 30, 2017. Accordingly, the attached resolution acknowledges that Ordinance 16-0418 is invalidated and clarifies that the pre-existing PAUE language in the City's critical areas regulations, prior to adoption of Ordinance 16-0418, remains in effect. Staff will work with the City's Code Publishing to remove the code amendments adopted under Ordinance 16-0418, and reinstate the predecessor version of KMC 18.55.160 to ensure there is no confusion among the public as to what regulations apply under KMC 18.55.160.											
<u>FISCAL CONSIDERATION:</u> None at this time.											
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Comprehensive Plan Natural Environment Sub-Element Policy LU-15.1.9: Alterations to wetlands may be allowed, only after all wetland functions are evaluated, the least harmful and reasonable alternatives are identified, and affected significant functions are appropriately mitigated, in order to: a. Accomplish a public agency or utility development.											

**CITY OF KENMORE, WASHINGTON
RESOLUTION NO. 17-295**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, RECOGNIZING THE INVALIDATION OF
ORDINANCE 16-0418 WHICH NULLIFIES AMENDMENTS
MADE TO SECTION 18.55.160 OF THE KENMORE
MUNICIPAL CODE AND LEAVES IN PLACE THE PRIOR
CODE SECTION 18.55.160 OF THE KENMORE MUNICIPAL
CODE RELATING TO A PUBLIC AGENCY AND UTILITY
EXCEPTION TO CRITICAL AREA REGULATIONS**

WHEREAS, on March 28, 2016, the City Council adopted Ordinance 16-0418 amending Section 18.55.160 of the Kenmore Municipal Code (KMC), relating to public agency and utility exceptions to Chapter 18.55 KMC, Critical Areas; and

WHEREAS, an appeal of that ordinance was filed with the Central Puget Sound Growth Management Hearings Board (Board) in a case known as Hendrickson, et al. v. City of Kenmore, CPSGMHB No. 16-3-0002; and

WHEREAS, on November 28, 2016, the Board issued a Final Decision and Order on the appeal, and invalidated Ordinance 16-0418 (Order); and

WHEREAS, pursuant to RCW 36.70A.302(7)(a) and WAC 242-03-910, the City must take legislative action by enacting a resolution or ordinance in response to the Board's Order by May 30, 2017; and

WHEREAS, the City Council acknowledges that, consistent with state law, an invalid ordinance is a nullity and inoperative as if it had never been passed, and has the effect of leaving the law as it stood prior to the enactment of the invalid ordinance (See Pasado's Safe Haven v. State, 162 Wn. App. 746, 753, 259 P.3d 280 (2011); Palermo at Lakeland, LLC v. City of Bonney Lake, 147 Wn. App. 64, 85, 193 P.3d 168 (2008)); and

WHEREAS, the Board's invalidation of Ordinance 16-0418 nullifies the amendments adopted therein to KMC 18.55.160, and leaves in place the prior adopted text of KMC 18.55.160, as it stood prior to the March 28, 2016 adoption of Ordinance 16-0418; and

WHEREAS, the City Council desires to acknowledge the Board's Order and ensure there is no confusion among the public as to what regulations apply under KMC 18.55.160; and

WHEREAS, the City Council anticipates a comprehensive review of Chapter 18.55 KMC Critical Area regulations including supporting Best Available Science

beginning in 2018, and that amendments to Public Agency and Utility Exception regulations may be considered in conjunction with the critical areas review;

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

Section 1. Recitals. The City Council adopts the recitals set forth above as findings in support of the adoption of this resolution, which are incorporated herein by reference.

Section 2. The City Council acknowledges that Ordinance 16-0418, and its amendments to KMC 18.55.160, have been invalidated. Consistent with state law, the prior adopted text of KMC 18.55.160, which was in effect prior to the March 28, 2016 adoption of Ordinance 16-0418, shall be deemed to be in full force and effect.

Section 3. The City Clerk and City Staff are directed to work with the City's code publisher to remove the amendments adopted under Ordinance 16-0418 to KMC 18.55.160, and reinsert the predecessor version of KMC 18.55.160 as it stood prior to the March 28, 2016 adoption of Ordinance 16-0418.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 8th DAY OF MAY, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney