



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 Regular Meeting Agenda
7:00 p.m., Monday, June 11, 2018
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL REGULAR MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. 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.

VI. CONSENT AGENDA

- A. City Council Meeting Minutes of April 23, 2018, April 30, 2018 and May 7, 2018
[4-23-2018 Minutes](#)
[4-30-2018 Minutes](#)
[5-7-2018 Minutes](#)
- B. Authorize the City Manager to Execute the Interlocal Agreement with the City of Marysville for Rental of Outdoor Video Services
[Agenda Item](#)
- C. Accept and Deposit Check from Kenmore Air in the Amount of \$15,000 per the Kenmore Air Harbor, Inc. and Department of Ecology Settlement Agreement
[Agenda Item](#)

VII. BUSINESS AGENDA

- A. Plastic Bag Reduction Policy - Jack Urquhart, Management Intern
[Agenda Item](#)
[Supplemental Information](#)
[Presentation](#)
- B. Hangar Community Use Report - Shelby Krogh, Events and Volunteer Supervisor
[Agenda Item](#)
- C. Purchase and Sale Agreement for the City of Kenmore to Potentially Acquire the Property Located at 6646 NE 202nd Street in Kenmore - Rob Karlinsey, City Manager
[Agenda Item](#)

VIII. STAFF REPORT

- A. When Social Media Implicates the Public Records Act - Rod Kaseguma, City Attorney
[Report](#)

IX. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

X. ADJOURNMENT

Upcoming Meetings:

- A. Monday, June 18, 2018 Regular City Council Meeting
Monday, June 25, 2018 Regular City Council Meeting
Monday, July 9, 2018 Regular City Council Meeting
Monday, July 16, 2018 Regular City Council Meeting
Monday, July 23, 2018 Regular City Council Meeting
Monday, July 30, 2018 Special City Council Meeting

**City of Kenmore, Washington
City Council Special Meeting Minutes
April 23, 2018**

CALL SPECIAL MEETING TO ORDER — The Kenmore City Council special meeting was called to order by Mayor Baker at 6:00 p.m.

EXECUTIVE SESSION

Mayor Baker recessed the special meeting to an executive session at 6:00 p.m. to discuss Litigation and Potential Litigation with legal counsel, pursuant to RCW 42.30.110(1)(i). Mayor Baker stated that the executive session will last for approximately 60 minutes.

The executive session ended at 6:47 p.m.

The Council took a break from 6:47 p.m. to 7:00 p.m.

The meeting reconvened to regular session at 7:00 p.m.

Councilmembers present:

Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis
Councilmember Debra Srebnik
Councilmember Stacey Denuski
Councilmember Brent Smith

FLAG SALUTE

The Council led the flag salute.

AGENDA APPROVAL

The agenda was approved as submitted.

PRESENTATIONS

Recycling Market Reports - Rob Karlinsey, City Manager and Republic Services Representatives

Proclamation: Affordable Housing Week - May 14 through May 18, 2018

Proclamation: Bike Month - May, 2018

Proclamation: Kenmore Safe Boating and Paddling Week - May 19-25, 2018

CITIZEN COMMENTS

Carrell Tysrer
21007 28th Avenue Se
Bothell, Washington 98021

Spoke about the shelter being proposed by Camp Unity.

Les Patton
18704 66th Avenue NE
Kenmore, Washington 98028

Spoke about the shelter being proposed by Camp Unity.

Corina Pfeil
Kenmore, Washington (address on file).

Spoke about diverse population and the hope to meet all citizen needs.

CONSENT AGENDA

MOTION: Councilmember Denuski made a motion to approve the consent agenda, Deputy Mayor Herbig seconded the motion. The motion passed unanimously.

The consent agenda included the following:

Total Check #39474 through #39586 in the amount of \$585,982.51.
Total Payroll/Taxes/Flexible Spending & Health Savings Account Electronic Deposits Dated: 3/30/18 in the amount of \$100,673.76.
Payroll Check #10087 in the amount of \$1,216.54.

Resolution #18-309 Authorizing the City to Apply for a Park Development Grant from the Washington State Recreation and Conservation Office for Squire's Landing Waterfront & Natural Open Space Access Development Project (ALEA) 18-1535D

Resolution #18-310 Authorizing the City to Apply for a Park Development Grant from the Washington State Recreation and Conservation Office for Squire's Landing Waterfront & Natural Area Access Development Project (WWRP-WA) 18-1536D

Resolution #18-311 Authorizing the City to Apply for a Park Development Grant from the Washington State Recreation and Conservation Office for Log Boom Park Waterfront Access & Viewing Improvement Project (ALEA) 18-1437D

Resolution #18-312 Authorizing the City to Apply for a Park Development Grant from the Washington State Recreation and Conservation Office for Log Boom Park Waterfront Access & Viewing Improvement Project (WWRP-WA) 18-1442D

Receive and file the January, 2018 Financial Report for the City of Kenmore

Ordinance 18-0459 Adopting a Seattle SMS Limited Partnership, a Delaware Limited Partnership D/B/A Verizon Wireless, Franchise Agreement to Install and Maintain a Telecommunication System Within the City Owned Right-of-Way

PUBLIC HEARING

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

On November 13, 2017, the City Council adopted Ordinance 17-0453 establishing a moratorium that prohibits the filing and acceptance of applications for development permits relating to mobile home parks.

The moratorium was adopted for a 6-month period from the November 13, 2017 effective date of the Ordinance through May 11, 2018. The moratorium automatically expires on May 11, 2018 unless it is repealed, modified or extended after a public hearing and entry of findings. The Ordinance preserves the integrity of the City's development regulations while City officials, including the Planning Commission and City Council, and staff are reviewing, analyzing, and potentially enacting the policies described in the Housing Strategy Plan related to preserving existing affordable housing in the mobile home parks.

The Planning Commission has been reviewing the issues surrounding mobile home park preservation since October 2017, and will be holding a public hearing on options for treatment on May 15 and 16, 2018. The Commission anticipates providing a recommendation to the City Council in June or July. Given that final policies and potential new regulations will not be finalized before the current expiration deadline of the moratorium, an extension is recommended.

Proposed Ordinance 18-0462 would authorize this extension.

State law requires that the city hold a public hearing on the moratorium extension. After the public hearing the City Council will consider the extension.

Mayor Baker opened the public hearing at 7:41 p.m.

Corina Pfeil
Kenmore, Washington (address on file)

Stated she was concerned about the impacts.

Stacey Valenzuela
Kenmore, Washington (address on file)

Stated she hopes the moratorium is extended.

Mayor Baker closed the public hearing at 7:44 p.m.

BUSINESS AGENDA

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

MOTION: Councilmember Srebnik made a motion to approve Ordinance #18-0462 Extending the Moratorium Prohibiting the Filing and Acceptance of Applications for Development Permits Relating to Mobile Home Parks, Deputy Mayor Herbig seconded the motion. The motion passed unanimously.

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

On April 6, 2018 the City received a joint Temporary Use Permit from Camp Unity Eastside ("Camp Unity"), and Kenmore-Bothell Interfaith Group ("KBIG"), to use Northlake Lutheran Church's property and facilities for a homeless shelter.

Project Description: Northlake Lutheran church proposes a two-part ("phased") temporary use intended to help address homelessness in the area. Both phases provide shelter to those in need: the first phase is an outdoor encampment in the springtime, and the second phase is an indoor emergency shelter in the fall. In total, the temporary use is proposed for 150 days.

Phase I: The Northlake Lutheran church, along with Camp Unity, propose a temporary outdoor tent-based emergency homelessness encampment for a period of 120-days, between 5/4/2018 and 9/1/2018, accommodating a maximum of 40 people. This phase is referred to as the "CUE Encampment."

Phase II: The Northlake Lutheran church, along with KBIG, proposed a temporary indoor emergency cold-weather homeless shelter for a period of 30 days, between 10/1/2018 and 10/31/2018. This phase is referred to as the "KBIG Shelter."

Process: Pursuant to KMC 18.100.120(B), temporary use proposals which exceed a total of 90 days require a public hearing and decision made by City Council. A temporary use permit shall not be granted for the same temporary use on a property more than once per calendar year; provided, that a temporary use permit may be granted for multiple events during the approval period.

Mayor Baker opened the public hearing at 8:11 p.m.

The following individuals spoke regarding the Temporary Use Homeless Shelter.

Mariah Pavleas
20000 60th Avenue NE
Kenmore, Washington

Barbara Lundstrom
8409 NE 169th Street
Kenmore, Washington

Jennifer Gratrix
6336 NE 196th Street
Kenmore, Washington

Robert Chisholm
6425 NE 190th Street
Kenmore, Washington

Carrell Jones-Tysver
21007 28th Avenue SE
Bothell, Washington

Joanne Crocker
7301 NE 175th Street
Kenmore, Washington

Stacey Valenzuela
Lakewood Villa
Kenmore, Washington

Mike Angrick
18241 62nd Avenue NE
Kenmore, Washington

Todd Prince
6706 NE 185th Street
Kenmore, Washington

Kate Slywester
19616 61st Place NE
Kenmore, Washington

Jennifer Alderman
19616 61st Place NE #6
Kenmore, Washington

Allison McGill
6020 NE 203rd Street
Kenmore, Washington

Nathan MacDonald
18738 62nd Avenue NE
Kenmore, Washington

Mary Fredrick
6417 NE 190th Street
Kenmore, Washington

George Baseley
6434 NE 183rd Street
Kenmore, Washington

Michael Grimm
15501 NE 12th Street
Bellevue, Washington

Kevin Browne
14003 280th Lane NE
Duvall, Washington

Richard Heimbaugh
10614 NE 196th
Bothell, Washington

Jerry Wagner
7637 NE 165th Street
Kenmore, Washington

Rick Huling
4606 NE 203rd Court
Lake Forest Park, Washington

Mark VanWormer
14622 NE 174th Street
Woodinville, Washington

Lori Peckol
14622 NE 174th Street
Kenmore, Washington

Todd and Leanne Aten
18526 66th Avenue NE
Kenmore, Washington

Juliette Yamane
18627 66th Avenue NE
Kenmore, Washington

John and Melody Pryor
5413 NE 200th Place
Lake Forest Park, Washington

Hyla Dosaj
11920 NE 80th Street Suite 100
Kirkland, Washington

Brent and Pat Parsons
18630 66th Avenue NE
Kenmore, Washington

Kristin Joyner
8409 NE 177th
Bothell, Washington

Ann Taylor
20024 164th Avenue NE
Woodinville, Washington

Lelia Olson
6528 NE 188th Street
Kenmore, Washington

Linda Humrich
19500 66th Avenue NE
Kenmore, Washington

Councilmembers stated for the record any conversations they have had with parties involved in this matter. There were no objections from anyone.

Mayor Baker closed the public hearing at 9:24 p.m.

MOTION: Councilmember Curtis made a motion to allow the Temporary Use Homeless Shelter for 150 Days at Northlake Lutheran Church, Deputy Mayor Herbig seconded the motion.

AMENDMENT TO THE MOTION: Councilmember Smith made an amendment to the motion to dismiss Phase II of the permit (30-day portion), Councilmember Srebnik seconded the motion. The motion failed 2-5-0 with Mayor Baker and Councilmember Smith voting in favor.

AMENDMENT TO THE MOTION: Councilmember Marshall made an amendment to the motion that for Phase I, Camp Unity reports back to the Council within 60 days with any problems, Councilmember Srebnik seconded the motion. The motion passed 4-3-0 with Councilmember Denuski, Councilmember Marshall, Councilmember Srebnik and Mayor Baker voting in favor.

AMENDMENT TO THE MOTION: Councilmember Srebnik made an amendment to the motion to separate the votes for Phase I and Phase II (120 days and 30 days). **MOTION DIED DUE TO LACK OF SECOND.**

MAIN MOTION AS AMENDED: The motion passed 7-0.

MOTION: Deputy Mayor Herbig made a motion to forego the rest of the business agenda, Mayor Baker seconded the motion. The motion passed unanimously.

ADJOURNMENT

Mayor Baker adjourned the meeting 10:06 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

**City of Kenmore, Washington
City Council Special Meeting Minutes
April 30, 2018**

CALL SPECIAL MEETING TO ORDER — The Kenmore City Council special meeting was called to order by Mayor Baker at 5:00 p.m.

Councilmembers present:

Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis (Absent - excused)
Councilmember Debra Srebnik
Councilmember Stacey Denuski
Councilmember Brent Smith

FLAG SALUTE

The Council led the flag salute.

5:00-5:20 p.m. DINNER AND INTRODUCTIONS

RUNNING EFFECTIVE PUBLIC MEETINGS USING ROBERT'S RULES

Ann G. Macfarlane, PRP - Jurassic Parliament

Council took a break from 6:55 p.m. to 7:10 p.m.

CONTINUATION OF TRAINING

ADJOURNMENT

Mayor Baker adjourned the meeting at 8:03 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

**City of Kenmore, Washington
City Council Special Meeting Minutes
May 7, 2018**

CALL MEETING TO ORDER — The Kenmore City Council special meeting was called to order by Mayor Baker at 5:00 p.m.

Councilmembers present:

Mayor David Baker
Deputy Mayor Nigel Herbig
Councilmember Joe Marshall
Councilmember Milton Curtis
Councilmember Debra Srebnik
Councilmember Stacey Denuski
Councilmember Brent Smith (Absent – excused)

FLAG SALUTE

The Council led the flag salute.

JOINT MEETING WITH THE NORTSHORE FIRE DISTRICT COMMISSION

- Introductions
- Emergency Operations and NEMCo discussion – Bryan Hampson and Carl Lunak
- Fire District Update – Chief Jim Torpin
- City Projects and Priorities – Rob Karlinsey
- Fire Benefit Reauthorization Election - Chief Jim Torpin
- Other topics of mutual interest (4th of July, etc.)
- Adjourn

CONSENT AGENDA

MOTION: Councilmember Denuski made a motion to approve the consent agenda, Deputy Mayor Herbig seconded the motion. The motion passed unanimously.

The consent agenda included the following:

Total Check #39587 through #39703 in the Amount of \$431,286.65.
Total Payroll/Taxes/Flexible Spending and Health Savings Account Electronic Deposits Dated: 4/13/18 in the Amount of \$100,273.16.
Payroll Check #10088 in the Amount of \$1,216.54.
Payroll Check #10089 in the Amount of \$354.47.

Receive and File the February 2018 Financial Report for the City of Kenmore, Washington

SR 522 Irrigation Project Construction

BUSINESS AGENDA

2019-2024 Capital Improvement Program for Parks, Transportation, and Surface Water - Joanne Gregory, Finance and Administration Director; Debbie Bent, Community Development Director; John Vicente, Interim City Engineer; and Richard Sawyer, Surface Water Program Manager

The Proposed Six -Year Capital Improvement Program (CIP) for the period 2019-2024 will be presented for the City Council's review and discussion on May 7, 2018. The 2017-2022 Capital Improvement Program was adopted on October 24, 2016 and the years 2017 and 2018 were incorporated into the Biennial Budget. The 2017-2022 CIP was amended on July 24, 2017 (Exhibit H).

The Proposed CIP extends the Program to 2024 and includes \$4 Million of debt for budget shortfalls on T37, the West Sammamish River Bridge Project (\$2M) and T42, the Walkways and Waterways 68th Ave Pedestrian and Bicycle Safety Project (\$2M). The cash flow projections include this debt as 10-year notes with 4% interest, being repaid from Real Estate Excise Taxes. A short term \$2M interfund loan for the Juanita Drive Project in 2019 is included although Staff has a high confidence level that this can be supplanted by an additional grant.

Complete Proposed Park, Transportation and Surface Water Capital Improvement Programs are provided individually with supporting cash flow projections for Park Impact Fees, Transportation Impact Fees and Real Estate Excise Tax.

Projects added to the proposed CIP or substantially changed include:

TRANSPORTATION

- T35 Pavement Preservation (Overlay). This project includes federal fund grant requests in the years 2019 (\$355,351), 2021 (\$65,750), and 2022 (\$753,650). City Real Estate Excise Taxes are programmed to this project in the amount of \$450,000 annually.
- T37 West Samm Bridge. This project has been updated for current budget estimates as previously presented to the City Council. This project is funded by a Federal BRAC Grant, Federal STP Grant, WA State Connecting WA Grant, TIB Grant (requested), City Transportation Impact Fees and Real Estate Excise Taxes.
- T41 Juanita Drive Pedestrian & Bicycle Safety. This \$13.6 Million project is funded with Walkways and Waterways Bonds, WSDOT Grant, TIB Grant (requested), and City funds (Interfund Loan) pending additional grant requests.
- T42 68th Ave Pedestrian & Bicycle Safety. This \$8.5M project is funded with Walkways and Waterways Bonds, City Real Estate Excise Taxes and Transportation Impact Fees pending additional grant requests.
- T43 SR522 Pedestrian Crossing Study. This \$500,000 project is funded by the State of Washington supplemental transportation budget.
- Other transportation projects such as T8 SR 522 West B and the Sidewalk projects are relatively unchanged from the prior CIP.

PARKS

- P 1 Twin Spring Interim Use. \$100,000 has been added to the CIP to develop a minimal interim use for this Park in 2019 funded by Impact Fees.
- P18 Rhododendron Park Waterfront Mitigation. This project was constructed in 2017-2018. Project mitigation commitments of \$5,000 per year for five years has been added to the CIP.
- P18a Rhododendron Park Float Mitigation. This project was completed in 2017-2018 and five years of mitigation commitments have been added to the CIP.
- P26 Squires Landing Float Mitigation. This project was completed in 2017-2018 and five years of mitigation commitments have been added to the CIP.
- P27 Squires Landing Park Waterfront and Mitigation. This \$6.6 Million Walkways and Waterways project is funded with Bonds of \$5,460,000, Park Impact Fees of \$640,000 and State RCO (requested) grant of \$500,000. Two RCO grants will be submitted for this project. The CIP anticipates that one grant will be awarded.
- P28 Log Boom Park Waterfront Access and Mitigation. This \$3,340,000 Walkways and Waterways project is funded with Bonds of \$2,840,000 and State RCO (requested) grant of \$500,000. Two RCO grants will be submitted for this project. The CIP anticipates that one grant will be awarded.
- P29 St Edward Ballfield Improvement and Mitigation. \$5.4 Million is budgeted in the six-year period for this project which includes ongoing mitigation after completion in the amount of \$40,000 per year for 10 years. The project is funded with \$4,039,000 of City dollars including Impact Fees, Real Estate Excise Tax and General Funds, State RCO grants (pending) of \$750,000, and King County Youth & Amateur Sports grant (pending) of \$611,000.
- P30 Rhododendron Park Boathouse Pavilion. This \$505,000 project was awarded \$250,000 from the Washington State Capital Budget and also includes \$252,000 of State RCO ALEA funds. \$10,000 of General Fund dollars are included in the budget for staff costs.
- P31 Squires Landing Park Land Acquisition. As a condition of the P26 Squires Landing Park Waterfront Project, land acquisition may be required in the amount of \$1 Million. A Conservation Futures Tax (CFT) Grant is requested in the amount of \$500,000 and City Real Estate Excise Taxes of \$500,000 are also included.

SURFACE WATER

- SW8 Surface Water Project 190th Culvert at 61st. This \$1.5 Million project will install new box culvert and related improvements near 61st Ave NE and NE 190th and will be funded with a Public Works Trust Fund (PWTF) Loan. The City was notified that the loan application had been approved. Design is planned to commence in 2018 with construction in 2019-2020. Annual repayments of approximately \$153,000 are anticipated and will be included in the Surface Water Management Fund beginning in 2019.

- SW25 Strawberry Hills SW Tank Retrofit. Design is currently underway with construction beginning in 2018 or 2019, estimated to be \$360,000 funded by Surface Water Management fees.
- SW29 Infiltration Tank Retrofit at 61st Ave NE/NE 190th St. Design is underway with construction in 2019, estimated at \$500,000 funded by Surface Water Management fees.
- SW30 Drainage Improvements at 153rd/NE Arrowhead Dr. Design is complete and construction is anticipated in 2019, estimated at \$100,000 funded by Surface Water Management fees.
- SW31 Drainage Improvements and Street Repair at 66th Ave NE/195th Pl. This project is still under design with construction anticipated for 2019 in the amount of \$115,000 funded by Surface Water Management fees.
- SW32 61st Ave Stabilization. This new project is at 5% design stage with an anticipated budget of \$150,000 programmed for 2019 funded by Surface Water Management fees.

Completion of a Surface Water Fee Analysis in 2018 may result in additions or amendments to the CIP at a later date. This Proposed CIP for 2019-2024 is presented for Council review, consideration, and discussion. Decisions regarding the proposed projects and budgets are not expected at this time.

Additional details of the Projects will be provided at the City Council meeting.

FISCAL CONSIDERATION:

The City's goal is to adopt and maintain a fiscally balanced Capital Improvement Program that can be used by staff to prioritize and pursue projects. The CIP balances City resources including Park and Transportation Impact Fees, Real Estate Excise Tax, General Fund revenues, Surface Water Utility fees, Strategic Opportunity Fund balances, and grant funds. While a project may show need in future years for grant funds to complete, the project and budget is considered "balanced" and provides a tool to pursue outside funding. The CIP should be considered a programming document with the City of Kenmore adopted budget being the document that actually appropriates funds for project expenditures.

The updated Capital Improvement Program includes 26 individual projects which total \$84,146,233 over the six- year planning horizon. \$50,449,044 would be programmed for the upcoming 2019-2020 biennium and, if later adopted, would be incorporated into the biennial budget. The project costs and funding sources are displayed in Exhibits B through D. Also attached are projections of Impact Fees and Real Estate Excise Tax which are Exhibits E, F, and G.

Council and staff engaged in a discussion. This item will come back again to a future meeting for further discussion.

STAFF REPORTS

Scheduled Field Use at Kenmore Schools - Rob Karlinsey, City Manager

Council and staff reviewed the scheduled field use prepared by staff.

Mayor Baker adjourned the meeting at 9:53 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

Subject/Topic: Interlocal Agreement with the City of Marysville for the rental of outdoor video services for Movies at the Square event series		For Council Meeting Agenda of: 11 June 2018 Department: Executive Prepared by: Shelby Krogh, Volunteer & Events Supervisor											
Proposed Council Action/Motion: Motion to approve the City of Kenmore to enter into an Interlocal Agreement with City of Marysville for the rental of outdoor video services for Movies at the Square events to be held in the Town Square		<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;"><u>NKS 4 June 2018</u></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>psk</u></td> </tr> </table> Exhibits/Attachments: Interlocal Agreement			<u>Initial & Date</u>	Approved by Department Head:	<u>NKS 4 June 2018</u>	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	<u>psk</u>
	<u>Initial & Date</u>												
Approved by Department Head:	<u>NKS 4 June 2018</u>												
Approved by City Attorney:	_____												
Approved by Finance Director:	_____												
Approved by City Manager:	<u>psk</u>												
Expenditure Required \$2,800	Amount Budgeted \$10,000 in 2018	Appropriation Required \$0											
<u>INFORMATION/BACKGROUND:</u> The City of Kenmore would like to enter into an Interlocal Agreement with City of Marysville for rental of outdoor video services for the Movies at the Square event series in summer of 2018. Movies at the Square will consist of four family-friendly movies shown in the Town Square on July 11, July 25, August 8, and August 22. As part of the agreement, City of Marysville would provide video and audio equipment, including a movie screen, personnel, and vehicles to transport the equipment to Kenmore. The mission of the Town Square and Hangar is to mold and activate signature downtown public spaces where Kenmore area residents, visitors, and business people can gather, interact, meet some of their daily needs, and have an authentic local sense of place. Movies at the Square will activate the space several times during the summer, bringing Kenmore area residents and visitors together for a free, family-friendly movie. This event brought in over 1,600 attendees in 2017 and is highly anticipated amongst families and teens in the community. Guests will be encouraged to begin arriving up to two hours before the event begins to utilize the space for interacting and enjoying food from featured food vendors, Diva Espresso, or surrounding Kenmore restaurants. Entertaining and educational activities directly related to the movie will be available to guests before the movie begins to encourage interaction with others in the community and the space. City staff is seeking City Council to approve a motion to approve the City of Kenmore to enter into an Interlocal Agreement with City of Marysville for the services listed above.													
<u>FISCAL CONSIDERATION:</u> As part of the Interlocal Agreement, City of Kenmore will pay City of Marysville \$700.00 per event for the use of													

employees, equipment, and vehicles for a total of \$2,800 for four events.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

- Create a vibrant, walkable downtown
- To build community and create fun

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF KENMORE
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective July 11, 2018 between the City of Kenmore, a Washington municipal corporation, herein after referred to as "KENMORE" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of KENMORE is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of KENMORE and presented on July 11, July 25, August 8, August 22; and

WHEREAS, the City of KENMORE is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of KENMORE desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of KENMORE to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, KENMORE and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to KENMORE as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of KENMORE at least 48 hours before the event if it is not able to provide personnel and/or equipment.
 - 1. MARYSVILLE will provide OUTDOOR VIDEO SERVICES to KENMORE.
 - 2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

KENMORE. MARYSVILLE personnel will operate the video equipment and vehicles.

- B. KENMORE will provide the following:
 - 1. An authorized location.
 - 2. Two (2) 20 amp circuits for event power.
 - 3. Other services/personnel.
- C. The date for video services (FILM) will be:
 - 1. Wednesday, July 11, 2018
 - 2. Wednesday, July 25, 2018
 - 3. Wednesday, August 8, 2018
 - 4. Wednesday, August 22, 2018
- E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that KENMORE staff providing services pursuant to this Agreement are acting in their official capacity as employees of KENMORE and shall be under the exclusive direction and control of KENMORE.
- F. KENMORE and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. KENMORE, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on KENMORE'S behalf those services as provided in this Agreement.

2. COMPENSATION/FEEES

- A. KENMORE will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$700.00 per date.
- B. KENMORE will pay MARYSVILLE 25% of the event fee in the event KENMORE cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill KENMORE and KENMORE shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. KENMORE will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of KENMORE in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend KENMORE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, KENMORE, or other person and all property owned or claimed by MARYSVILLE, KENMORE, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or KENMORE, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between KENMORE and MARYSVILLE or any of KENMORE'S or MARYSVILLE's agents or employees.

KENMORE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by KENMORE pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of KENMORE a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded KENMORE or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a KENMORE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any

other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney' fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of KENMORE:
18120 68th Ave NE
Kenmore, WA 98028

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Lauren Woodmansee, Cultural Arts Supervisor
Phone Number: 360-363-8408

KENMORE:

Name: Shelby Krogh, Volunteer & Events Supervisor
Phone Number: 425-398-8900

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be 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.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within KENMORE under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF KENMORE

JON NEHRING Mayor

DAVID BAKER Mayor

Date:

Date:

Attest:

Attest:

TINA BROCK Deputy City Clerk
Approved as to form:

KELLY CHELIN City Clerk
Approved as to form:

JON WALKER City Attorney
Attorney for the City of MARYSVILLE

ROD KASEGUMA City Attorney
Attorney for City of KENMORE
(Contracted through Inslee Best)



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Accept and Deposit Check from Kenmore Air in the Amount of \$15,000 per the Kenmore Air Harbor, Inc and Department of Ecology Settlement Agreement Proposed Council Action/Motion: Accept and Deposit Check from Kenmore Air Harbor to the City of Kenmore in the Amount of \$15,000.	For Council Meeting Agenda of: June 11, 2018 Department: City Manager Prepared by: Kelly Chelin, City Clerk <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>pk</u></td> </tr> </table> Exhibits/Attachments: 1) PCHB No. 17-070 Settlement Agreement		<u>Initial & Date</u>	Approved by Department Head:	_____	Approved by City Attorney:	_____	Approved by Finance Director:	_____	Approved by City Manager:	<u>pk</u>
	<u>Initial & Date</u>										
Approved by Department Head:	_____										
Approved by City Attorney:	_____										
Approved by Finance Director:	_____										
Approved by City Manager:	<u>pk</u>										
<u>INFORMATION/BACKGROUND:</u> Per PCHB No. 17-070 Settlement Agreement between Kenmore Air Harbor, Inc. and State of Washington Department of Ecology (<i>Page 3, 3. Supplemental Environmental Project (SEP)</i>) Kenmore Air Harbor, Inc. is required to pay the City of Kenmore \$15,000. This payment to the City is for the specific purpose of facilitating the City of Kenmore's implementation of the Integrated Aquatic Vegetation Management Plan. The City is in receipt of the check from Kenmore Air Harbor, Inc. in the amount of \$15,000 and requests Council approval to accept and deposit the check. PCHB No. 17-070 Settlement Agreement is attached for reference.											

**POLLUTION CONTROL HEARINGS BOARD
STATE OF WASHINGTON**

KENMORE AIR HARBOR, INC.,

Appellant,

v.

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Respondent.

PCHB No. 17-070

SETTLEMENT AGREEMENT

Respondent, State of Washington, Department of Ecology (Ecology), represented by Robert W. Ferguson, Attorney General, and Koalani Kaulukukui-Barbee, Assistant Attorney General, and Appellant, Kenmore Air Harbor, Inc. (Kenmore Air Harbor), represented by attorney Lori Terry Gregory, hereby submit this Settlement Agreement (Agreement) to the Pollution Control Hearings Board (Board) as a full and final settlement of the above-referenced appeal, and request that the Board dismiss the appeal with prejudice.

I. BACKGROUND

1. On July 26, 2017, Ecology issued Notice of Penalty Docket No. 14169 (Penalty No. 14169) in the amount of \$25,000.00 to Kenmore Air Harbor.

2. On August 24, 2017, Kenmore Air Harbor appealed Penalty No. 14169 to the Board.

SETTLEMENT AGREEMENT

1

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
360-586-6770

3. Ecology and Kenmore Air Harbor have agreed to resolve the appeal of Penalty No. 14169 through the settlement outlined below.

II. SETTLEMENT AGREEMENT

The parties desire to resolve the dispute herein and avoid the cost and time associated with further litigation, therefore, without admitting liability or fault, the parties stipulate and agree as follows:

A. SCOPE

This Agreement constitutes the entire agreement between the parties to this appeal, and settles all issues raised by Penalty No. 14169. Ecology agrees to deem Penalty No. 14169 satisfied upon Kenmore Air Harbor's satisfactory and timely completion of its obligations under this Agreement. This Agreement applies only to Penalty No. 14169 issued on July 26, 2017, and does not in any way limit Ecology's authority to issue other penalties or enforcement actions for violations that are not addressed in Penalty No. 14169.

B. RESOLUTION OF PENALTY

1. Cash Payment

Ecology must receive Kenmore Air Harbor's payment of \$5,000 within 30 calendar days of the date the Board dismisses this appeal. If the 30th day falls on a holiday or weekend, payment shall be due on the next business day. Kenmore Air Harbor shall make the payment by check or money order directly payable to "Department of Ecology" and make reference to Penalty No. 14169, and shall send the payment to:

Department of Ecology
Attn: Cashiering Unit
P.O. Box 47611
Olympia, WA 98504-7611

If Ecology does not receive Kenmore Air Harbor's payment of \$5,000 within 30 days of the Board's dismissal of this appeal, the full penalty amount of \$25,000 will become immediately due and payable without further right of administrative or judicial review, except as provided in Paragraph C of this Agreement.

2. Portion of Penalty Held in Abeyance for Two Years

Ecology agrees to hold \$5,000 of the total penalty amount in abeyance for two years from the effective date of this Agreement, on the condition that Kenmore Air Harbor stays in compliance with Washington's Dangerous Waste Regulations (WAC 173-303). If Ecology determines that Kenmore Air Harbor violates the dangerous waste regulations within the two-year period, then the \$5,000 will be due and payable within 30 days from the date Ecology notifies Kenmore Air Harbor of the violation, and Ecology's determination that a violation occurred will not be appealable. If Kenmore Air Harbor does not violate the dangerous waste regulations within two years from the effective date of this Agreement, then the \$5,000 penalty held in abeyance is rescinded.

3. Supplemental Environmental Project (SEP)

In order to satisfy the remainder of the penalty, within 30 calendar days from the date the Board dismisses this appeal, Kenmore Air Harbor will pay \$15,000 to the City of Kenmore for the specific purpose of facilitating the City of Kenmore's implementation of the Integrated Aquatic Vegetation Management Plan. If the 30th day falls on a holiday or weekend, payment shall be due on the next business day. Ecology must receive proof of Kenmore Air Harbor's payment of \$15,000 to the City of Kenmore for implementation of the Integrated Aquatic Vegetation Management Plan within 45 calendar days of the date the Board dismisses this appeal. If the 45th day falls on a holiday or weekend, proof of payment will be due on the next business day. Kenmore Air Harbor will send the proof of payment to:

Department of Ecology
Hazardous Waste & Toxics Reduction Program
3190 160th Avenue SE
Bellevue, WA 98008

If Kenmore Air Harbor fails to pay \$15,000 to the City of Kenmore for implementation of the Integrated Aquatic Vegetation Management Plan within 30 days of the Board's dismissal of this appeal, or if the Kenmore Air Harbor fails to provide proof of such payment to Ecology within 45 days of the Board's dismissal of this appeal, the balance of the

1 | \$25,000 penalty not already paid to Ecology will become immediately due and payable to
 2 | Ecology without further right of administrative or judicial review, except as provided in
 3 | Paragraph C of this Agreement.

4 | **C. REMEDIES**

5 | In the event that Kenmore Air Harbor violates the terms of this Agreement, Ecology
 6 | may pursue all remedies available by law. By entering into this Agreement, Kenmore Air
 7 | Harbor shall have waived its right of administrative or judicial review on the underlying merits
 8 | of the Penalty. However, Kenmore Air Harbor does not waive the right to contest whether
 9 | violations of this Agreement have occurred. Ecology's determination that a dangerous waste
 10 | violation occurred as provided in Paragraph B.2 of this Agreement will not be appealable.
 11 | Ecology shall be entitled to recover its costs, including attorney fees, in any action brought to
 12 | enforce this Agreement in which Ecology is a prevailing party.

13 | **D. VENUE**

14 | Kenmore Air Harbor agrees that the venue for any judicial action to enforce this
 15 | Agreement and/or to collect the Penalty, or any portion thereof, shall be in Thurston County
 16 | Superior Court.

17 | **E. PRESS RELEASES AND OTHER DOCUMENTS**

18 | Any document prepared by Kenmore Air Harbor related to this settlement, such as a
 19 | press release, shall be identified as resulting from a settlement with Ecology. In addition, any
 20 | sum paid to a third party, not a party to this Agreement, as a result of this Agreement, shall be
 21 | identified as resulting from a settlement with Ecology in any public statement.

22 | **F. TAX CREDIT DISALLOWED**

23 | Kenmore Air Harbor shall not deduct or credit against taxes due or payable: (a) any
 24 | monies paid as cash payments, (b) monies utilized for implementation of supplemental
 25 | environmental projects under this Agreement, or (c) in-kind contributions for supplemental
 26 | environmental projects under this Agreement, nor otherwise receive any tax benefits from

payment of monies as cash payments or for implementation of supplemental environmental projects under this Agreement.

G. WAIVER OF APPEAL RIGHTS

Kenmore Air Harbor understands that it has the right to contest Penalty No. 14169 and by presenting evidence at a Board hearing. Kenmore Air Harbor voluntarily waives its right to a hearing upon signature and acceptance of this Agreement by representatives for Kenmore Air Harbor and Ecology.

H. RELEASE OF LIABILITY

Kenmore Air Harbor and its heirs, assigns, or other successors in interest, agree to release and discharge the Department of Ecology and its officers, agents, employees, agencies and departments from any damages and causes of action of any nature arising out of the incidents that gave rise to this appeal.

I. DISMISSAL OF APPEAL

The parties consent to the submission of this Agreement to the Board and request that, based upon a full and final settlement having been reached, the Board dismiss this appeal with prejudice. Both parties further agree to bear their own costs and attorneys' fees associated with this appeal.

J. EFFECTIVE DATE

This Agreement shall become effective upon issuance of the Board's order dismissing this appeal.

K. SIGNATORIES AUTHORIZED

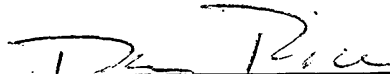
The undersigned representatives for Ecology and Kenmore Air Harbor certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Agreement and to legally bind such party thereto.

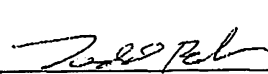
1 **L. EXECUTION**

2 This document may be executed in counterparts and may be executed by facsimile, and
3 each executed counterpart shall have the same force and effect as the original instrument.

4 STATE OF WASHINGTON
5 DEPARTMENT OF ECOLOGY

KENMORE AIR HARBOR, INC.

6 
7 DARIN RICE
8 Program Manager
9 Hazardous Waste & Toxics Reduction
Northwest Regional Office

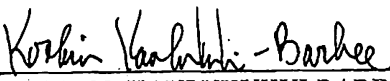

TODD BANKS
President

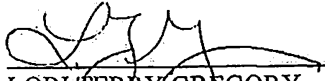
10 Dated: 12/11/17

Dated: 12/14/17

11 ROBERT W. FERGUSON
12 Attorney General

FOSTER PEPPER, PLLC

13 
14 KOALANI KAULUKUKUI-BARBEE
15 WSBA #50642
16 Assistant Attorney General
Attorneys for Respondent
360-586-3513


LORI TERRY GREGORY
WSBA #22066
Attorneys for Appellant
206-447-8902

17 Dated: 12/14/17

Dated: 11/30/2017

19
20
21
22
23
24
25
26



City of Kenmore, Washington

Memorandum

Date: May 31, 2018
To: Rob Karlinsey, City Manager
From: Jack Urquhart, Management Intern *ju*
Re: Plastic Bag Reduction Policy

Recommendation

Staff recommends that the City Council reviews data and examples of plastic bag ordinances contained in this memo and discusses whether to direct staff in drafting a policy ordinance.

Problem and History

American families use an average of 1,500 single-use plastic bags per year.¹ Waste Management reported that only 1 percent are recycled.² Bags that aren't recycled end up in landfills (where they don't degrade), storm drains, trees and the ocean. In 2015, plastic grocery bags were the fifth most common item collected during the Ocean Conservancy's International Coastal Cleanup.³

Waste Management cites that plastic bags are used for an average of 12 minutes.⁴ Despite their limited use, the amount of plastic bags used in the U.S. annually require 12 million barrels of oil to produce.⁵ They are responsible for killing 100,000 marine animals each year, with 46,000 bags per square mile of ocean.⁶

Due to the problems associated with single-use plastic bags, 18 jurisdictions in Washington have implemented carryout bag ordinances dating back to 2011.⁷ A bill (SB 5432) prohibiting plastic bags at retail stores statewide has been introduced multiple times to the Washington legislature. Plastic bag bans exist in more than 90 California cities and hundreds of U.S. jurisdictions.⁸

Effectiveness

The effectiveness of plastic bag bans is evident in a few studies. In San Jose, California, a plastic bag ban led to a 62 percent reduction in the number of plastic bags winding up in the city's storm drains and a 59 percent reduction of plastic bags in the streets.⁹ A year after implementation of California's statewide ban, plastic bags accounted for less than half of the percentage of litter collected on Coastal Cleanup Day (3.1 percent) than in 2010 (7.4 percent).¹⁰ Thurston County reported six months after implementing its ban

18120 68th Ave NE · Kenmore, WA 98028

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

that only 3 percent of residents said they used single-use carryout bags, compared to 63 percent before the ban. Reusable bag use increased from 20 percent to 53 percent.¹¹

Drawbacks

The solution is not simple. Alternatives to single-use plastic carryout bags also come with drawbacks. Paper bags take more energy to manufacture, and thus come with a higher carbon footprint.¹² However, a big difference is the fact that paper bags naturally degrade, while single-use plastic bags do not. Reusable bags are much more costly in terms of manufacturing energy, and some scientists estimate that a reusable bag needs to be used more than 100 times to make up for its high energy and waste cost compared to a plastic bag.¹³

Opponents of plastic bag bans also point to adverse effects on local businesses and U.S. industry, compliance issues and limited environmental impact as reasons to not implement bag ordinances.¹⁴

Alternatives

The following examples of plastic bag regulations in other municipalities may be helpful, should the council decide to pursue an ordinance:

1. Ban on plastic carryout bags; fee on recycled paper bags

Common in other Washington cities, this type of regulation would ban retail stores from providing single-use plastic carryout bags at checkout. Customers would be able to either provide their own bags, purchase reusable bags (if available in store) or use store-provided recyclable paper bags for a pass-through fee (typically five (5) or 10 cents per bag), which is retained by the retailer.

Example: Kirkland

2. Ban on plastic carryout bags; no fee on recycled paper bags

In this variation of No. 1, stores would provide recyclable paper bags to customers without a mandatory fee.

Example: Edmonds

3. Ban on all single-use carryout bags

This type of regulation would ban retail stores from providing all single-use carryout bags (paper or plastic) at checkout. Customers would need to provide their own bag.

Example: Austin, Texas

Of note: The first of its kind (there have been several since), Austin's ban on all single-use carryout bags has been controversial, as some researchers believe Austin has greatly raised its carbon footprint since implementation due to impacts from manufacturing reusable bags.¹⁵

4. *Fee on all single-use carryout bags*

This type of regulation would allow stores to provide single-use carryout bags with associated fees per bag type (i.e., 10 cents per plastic single-use carryout bag and five (5) cents per paper single-use carryout bag).

Example: New York City

Potential Exemptions

The following are potential cases for exemption to the bag ban, in response to councilmembers' questions and examples from other jurisdictions:

Exempted plastic bags

Many jurisdictions have used 2.25 millimeters as a bag thickness cutoff point for plastic bags, contending that bags thicker than 2.25 millimeters are potentially reusable, and therefore permissible. More recent ordinances also stipulate that permissible plastic bags be designed and manufactured for long-term use. Zero Waste Washington, a non-profit organization focused on sustainable and responsible consumption and production, includes in their model ordinance (Appendix D) that in order for a bag to be "reusable," it must have a lifetime of 125 uses (can carry 22 pounds 175 feet 125 times).

Also, while cities with bag ordinances define "retail store" as any entity that directly provides goods to customers, several types of bags are typically exempted from plastic bag bans. They are as follows:

- In-store bags for specific items
 - Bulk foods
 - Produce
 - Meat
- Takeout bags for prepared foods (restaurant bags)
- Laundry dry-cleaning bags
- Newspaper bags
- Pet waste bags
- Bags for items where dampness could be an issue, such as flowers
- Garbage bags

Small stores

Some jurisdictions establish exemptions from bag bans based on size of store. For example, Portland's policy applies to grocery stores (defined as "any business in the City with gross annual receipts of \$2,000,000 or greater, offering for sale items of food and perishable items as well as other household goods and supplies") or retail establishments of more than 10,000 square feet.

Issaquah didn't exempt small stores, but gave them one year longer to become compliant.

18120 68th Ave NE · Kenmore, WA 98028

Office: (425) 398-8900

Fax: (425) 481-3236

cityhall@kenmorewa.gov

www.kenmorewa.gov

Compostable bags

Some jurisdictions with bag bans, such as Seattle, allow single-use plastic carryout bags if they are compostable. However, most Washington municipalities have passed ordinances that ban all single-use plastic bags, without distinction.

Another important consideration is an amendment to Seattle's ordinance that addresses composting confusion due to the color of bags. Seattle has banned retailers from providing brown or green in-store plastic bags unless they are labeled as compostable. (Appendix G).

Low-income customers

Several codes exempt food banks and other food assistance programs. Customers using vouchers or electronic benefits cards (WIC, TANF, SNAP, FAP) are typically exempted from the five-cent pass-through charge.

Compliance Date and Notice

Approved ordinances typically give retail stores a period ranging from three (3) months to one (1) year to become compliant. The council may establish minimum notice from city staff to residents prior to the compliance date. Ten (10) months before implementation, Kirkland produced an information packet (Appendix E) for businesses that would be affected by the ordinance.

Enforcement and Enforcement Time

In existing ordinances, violation of the ordinance results in a civil violation or infraction. Some ordinances provide for a verbal or written warning before any violations are reported. Edmonds attaches a \$100 fine for the first offense and \$250 for subsequent offenses.

Zero Waste Washington actually advocates minimal enforcement. They said that businesses typically comply, with higher rates of compliance over time, and a heavy-handed approach would not be favorable. They insisted that cities have typically responded to non-compliance from citizens by sending a letter to the retailer, and that has usually resolved the non-compliance.

Name of Policy

Early-adopting jurisdictions commonly named their policies "Carryout Bag Regulation" or "Plastic Reduction Policy" in their municipal codes. However, Zero Waste Washington uses the term "Reusable Bag Policy," to shift the focus to what is being promoted, rather than what is being banned. Tacoma's bag regulations are a section of its code titled "Bring Your Own Bag."

18120 68th Ave NE · Kenmore, WA 98028

Office: (425) 398-8900

Fax: (425) 481-3236

cityhall@kenmorewa.gov

www.kenmorewa.gov

Conclusion

Staff recommends that the City Council reviews this memo and discusses whether to move forward in directing staff in drafting a policy ordinance.

Notes

1. "Bags by the Numbers," Waste Management, accessed May 29, 2018, <http://www.wmnorthwest.com/guidelines/plasticvspaper.htm#>
2. Waste Management, "Bags by the Numbers"
3. "International Coastal Cleanup 2017 Report," Ocean Conservancy, accessed May 29, 2018, https://oceanconservancy.org/wp-content/uploads/2017/06/International-Coastal-Cleanup_2017-Report.pdf/
4. Waste Management, "Bags by the Numbers"
5. Waste Management, "Bags by the Numbers"
6. Waste Management, "Bags by the Numbers"
7. "Washington – Bag Legislation," Bag Laws, accessed May 29, 2018
8. "Plastic and Paper Bag Bans in the United States," accessed May 29, 2018, https://reason.org/wp-content/uploads/2014/06/plastic_bag_bans-1.pdf
9. "Do Plastic Bag Bans Work?" accessed May 29, 2018, <https://www.scientificamerican.com/article/do-plastic-bag-bans-work/>
10. "California Coastal Cleanup Day – Litter Data Summary 2010-2017," accessed May 29, 2018, <https://static1.squarespace.com/static/54d3a62be4b068e9347ca880/t/5a0237d7652deae895d2df1c/1510094808473/California+Coastal+Cleanup+Data+2010.2016.2017.pdf>
11. "Thurston County Solid Waste Releases Six-Month Plastic Bag Ban Report," accessed May 29, 2018, <http://www.thurstontalk.com/2015/02/19/plastic-bag-ban/>
12. "Do Plastic Bag Bans Work?"
13. "Do Plastic Bag Bans Work?"
14. "Learn the Facts," Bag the Ban, accessed May 29, 2018, <http://www.bagtheban.com/learn-the-facts>
15. "Austin Bag Ban Study Finds Reusable Plastic Bag Use on the Rise," accessed May 29, 2018, <http://kut.org/post/austin-bag-ban-study-finds-reusable-plastic-bag-use-rise>

Appendix A: Policy Comparison Matrix

Appendix A: Plastic Bag Reduction Policy Comparisons

City	Passed	Effective Date	Grace Period	Paper Bag Fee	Fee Revenue	>2.25 mm exempt	Benefits Programs and Voucher Users	Specialty Bags*	Exemption based on store type or characteristic
Edmonds	Aug-09	Aug-10	1 year	None	Retailer	Yes		Exempted	
Bellingham	Jul-11	Jul-12	1 year	Not less than 5 cents	Retailer	Yes	Exempted from paper fee	Exempted	
Seattle	Dec-11	Jul-12	6 months	Not less than 5 cents	Retailer	Yes	Exempted from paper fee	Exempted**	
Issaquah (< 7,500 sq ft)	Jan-12	Jul-14	2.5 years	Not less than 5 cents	Retailer	Yes	Exempted from paper fee	Exempted	Phased implementation (small stores had longer grace period)
Issaquah (> 7,500 sq ft)	Jan-12	Mar-13	15 months	Not less than 5 cents	Retailer	Yes	Exempted from paper fee	Exempted	Phased implementation (small stores had longer grace period)
Port Townsend	Jul-12	Nov-12	4 months	Not less than 5 cents	Retailer	Yes	Exempted from paper fee	Exempted	
Shoreline	Apr-13	Feb-14	10 months	Not less than 5 cents	Retailer	Yes	Exempted from paper fee	Exempted	
Thurston County	Sep-13	Jul-14	10 months	Not less than 5 cents	Retailer	Yes	Exempted from paper fee	Exempted	
Kirkland	May-15	Mar-16	10 months	Not less than 5 cents	Retailer	No	Exempted from paper fee	Exempted	Applies to supermarkets, convenience stores, pharmacies and drug stores, gas stations and warehouse clubs^
Zero Waste Washington Model				Not less than 5 cents	Retailer	Yes^^	Exempted from paper fee	Exempted	

* Takeout food bags, garbage bags, pet waste bags, laundry bags, newspaper bags and in-store bags for items such as bulk items, produce, meat, etc.

^ Uses codes from North American Industry Classification System

** Banned green plastic produce bags in 2017 (must be clear bags)

^^ But other stipulations beyond bag thickness applied to definition of "reusable bag"

Appendix B: Kirkland Ordinance

Appendix B: Kirkland Ordinance

Chapter 16.05 RETAIL CARRYOUT BAGS

Sections:

- [16.05.010](#) Prohibition on disposable plastic carryout bags.
- [16.05.020](#) Recycled paper bag pass-through charge.
- [16.05.030](#) Enforcement and penalties.
- [16.05.040](#) No conflict with federal or state laws.
- [16.05.050](#) *Repealed.*

16.05.010 Prohibition on disposable plastic carryout bags.

No retail establishment in the city, or any of its employees, agents, managers or owners, shall provide a disposable plastic carryout bag to any customer. (Ord. 4477 § 9 (part), 2015)

16.05.020 Recycled paper bag pass-through charge.

(a) The provisions of this section related to pass-through charges shall apply only to retail establishments in the city with the following North American Industry Classification System (NAICS) codes: 445110 (Supermarkets and Other Grocery (Except Convenience) Stores); 445120 (Convenience Stores); 446110 (Pharmacies and Drug Stores); 447110 (Gasoline Stations); 447190 (Other Gasoline Stations); and 452910 (Warehouse Clubs and Supercenters).

(b) No retail establishment in the city shall provide a paper carryout bag with a manufacturer's stated capacity of one-eighth barrel (eight hundred eighty-two cubic inches) or larger that is not a recyclable paper bag. All retail establishments in the city and set forth in subsection (a) of this section shall collect a pass-through charge of not less than five cents for each recyclable paper carryout bag provided to customers that has a manufacturer's stated capacity of one-eighth barrel (eight hundred eighty-two cubic inches) or larger. It shall be a violation of this section for any retail establishment set forth in subsection (a) of this section to pay or otherwise reimburse a customer for any portion of the pass-through charge; provided, that the retail establishments shall not charge or collect a pass-through charge from anyone with a voucher or electronic benefits card issued under the Women, Infants and Children (WIC) or Temporary Assistance to Needy Families (TANF) support programs, or federal Supplemental Nutrition Assistance Program (SNAP, also known as Basic Food), or the Washington State Food Assistance Program (FAP).

(c) All retail establishments set forth in subsection (a) of this section shall indicate on the customer transaction receipt the number of recyclable paper carryout bags provided and the amount of the pass-through charge.

(d) Notwithstanding the requirements in subsection (b) of this section, nothing in this chapter shall restrict retail establishments from providing a discount to customers who use reusable bags. (Ord. 4576 § 1, 2017; Ord. 4477 § 9 (part), 2015)

16.05.030 Enforcement and penalties.

(a) Upon determination that there has been a violation of any provision of this chapter, the city may pursue code enforcement and penalties in accordance with the provisions of Chapter [1.12](#), Code Enforcement.

(b) Any person may request a temporary waiver from the requirements of this chapter by filing a request with the director of public works or designee. The director of public works or designee may waive any specific requirement of this chapter for a period of up to twelve months if the person seeking the waiver has shown that strict application of the specific requirement would create an undue hardship, practical difficulty or other material

Appendix B: Kirkland Ordinance (cont.)

concern not generally applicable to other persons or retail establishments in similar circumstances. The director of public works or designee's decision to grant or deny a waiver shall be in writing, shall be final and not subject to appeal. (Ord. 4477 § 9 (part), 2015)

~~16.05.040 No conflict with federal or state laws.~~

Nothing in this chapter shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any federal or state law. (Ord. 4477 § 9 (part), 2015)

~~16.05.050 Suspension of pass-through charge—Applicability.~~

Repealed by Ord. 4576. (Ord. 4515 § 1, 2016)

The Kirkland Municipal Code is current through Ordinance 4644, passed May 15, 2018.

Disclaimer: The City Clerk's Office has the official version of the Kirkland Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

Appendix C: Shoreline Ordinance

5/30/2018

Chapter 9.25 RETAIL CARRYOUT BAG REGULATIONS

Appendix C: Shoreline Ordinance

Chapter 9.25 RETAIL CARRYOUT BAG REGULATIONS

Sections:

- 9.25.010 Chapter and purpose.**
- 9.25.020 Definitions.**
- 9.25.030 Carryout bag regulations.**
- 9.25.040 Violation – Penalty.**

9.25.010 Chapter and purpose.

This chapter provides regulations for retail carryout bags provided by retail establishments for their customers' use. The purpose of these regulations is to help create an environmentally sustainable community and to protect the public health and welfare through implementing an effective waste reduction strategy, reducing greenhouse gas emissions, waste, litter and marine litter and pollution, and conserving energy and natural resources. [Ord. 653 § 1, 2013]

9.25.020 Definitions.

The definitions in this section apply throughout the chapter unless the context clearly requires otherwise.

A. "Carryout bag" means a bag that is provided by a retail establishment at the check stand, cash register, point of sale or other point of departure to a customer for the purpose of transporting food or merchandise out of the establishment. Carryout bags do not include:

1. Bags used by customers inside stores to package bulk items such as fruit, vegetables, nuts, grains, candy, greeting cards, or small hardware items, such as nails and bolts, or to contain or wrap frozen foods, meat or fish, whether prepackaged or not, or to contain or wrap flowers or potted plants, or other items where dampness may be a problem, or to contain unwrapped prepared foods or bakery goods, or to contain prescription drugs, or to safeguard public health and safety during the transportation of prepared take-out foods and prepared liquids intended for consumption away from the retail establishment; or
2. Newspaper bags, door-hanger bags, laundry-dry cleaning bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags.

B. "Paper carryout bag" means any carryout bag made from paper.

C. "Pass-through charge" means a charge to be collected by retailers from their customers when providing recyclable paper bags, and retained by retailers to offset the cost of bags and other costs related to the pass-through charge.

D. "Plastic carryout bag" means any carryout bag made from plastic or any material marketed or labeled as "biodegradable" or "compostable" that is less than 2.25 mils thick.

5/30/2018

Appendix C: Shoreline Ordinance (cont.)

E. "Recyclable paper carryout bag" means any carryout bag made from paper that has a manufacturer's stated capacity of one-eighth barrel (882 cubic inches) or larger and meets the following requirements:

1. Contains a minimum average of 40 percent post-consumer recycled materials; and
2. Displays the minimum percent of post-consumer content on the outside of the bag.

F. "Retail establishment" means any person, corporation, partnership, business venture, entertainment facility, government agency, street vendor or vendor at public events or festivals or organizations that sell or provide merchandise, goods or materials including, without limitation, clothing, food, beverages, household goods, or personal items of any kind directly to a customer. Examples include but are not limited to clothing stores, jewelry stores, grocery stores, pharmacies, home improvement stores, home decor stores, liquor stores, convenience stores, gas stations, restaurants, food vending trucks, farmers markets and temporary vendors of food and merchandise at street fairs and festivals. Food banks and other food assistance programs are not considered to be retail establishments for the purposes of this section. [Ord. 653 § 1, 2013]

9.25.030 Carryout bag regulations.

A. No retail establishment in the city shall provide a plastic carryout bag to any customer.

B. No retail establishment in the city shall provide a paper carryout bag with a manufacturer's stated capacity of one-eighth barrel (882 cubic inches) or larger that is not a recyclable paper carryout bag, and retail establishments shall collect a pass-through charge of not less than \$0.05 for each recyclable paper carryout bag provided.

C. It shall be a violation of this section for any retail establishment to pay or otherwise reimburse a customer for any portion of the recyclable paper carryout bag pass-through charge; provided, that retail establishments may not collect a pass-through charge from anyone with a voucher or electronic benefits card issued under the Women, Infants and Children (WIC) or Temporary Assistance to Needy Families (TANF) support programs, or the federal Supplemental Nutrition Assistance Program (SNAP, also known as Basic Food), or the Washington State Food Assistance Program (FAP).

D. All retail establishments shall indicate on the customer transaction receipt the number of recyclable paper carryout bags provided to customers and the total amount of the pass-through charge. [Ord. 653 § 1, 2013]

9.25.040 Violation – Penalty.

A. It shall be a violation of this chapter for any retail establishment to fail to comply with any section of this chapter.

B. It shall be a violation of this chapter for any retail establishment to penalize, discipline, or discriminate against any employee for performing any duty necessary to comply with this chapter.

C. Violation of any provision of this chapter shall be a civil infraction.

D. Any retail establishment found guilty of committing a civil infraction shall be assessed a monetary penalty of \$250.00. [Ord. 653 § 1, 2013]

[Mobile Version](#)

Appendix D: Zero Waste Washington Model Ordinance

Appendix D: Zero Waste Washington Model Ordinance

City of [] Reusable Bag Ordinance

ORDINANCE []

AN ORDINANCE regulating the distribution of carryout bags; amending Chapter [] of the [] Municipal Code by adding thereto a new Section [], entitled "Bring Your Own Bag"; prohibiting the use of carryout bags except reusable carryout bags and recycled paper carryout bags; requiring retail establishments to collect a pass-through charge from customers requesting recycled paper and reusable carryout bags; prohibiting the sale of green or brown tinted plastic bags that do not meet compostable standards; requiring compostable bags to be labeled and tinted green; adding a definition for compostable; providing for reporting of the aggregate number of recycled paper carryout bags annually distributed; establishing penalties; providing for outreach; providing for a study of the impacts of the requirements of the new Section []; establishing an effective date; and providing for severability.

WHEREAS the Washington State Legislature ("Legislature"), in RCW 70.95.01 O(B)(a), established waste reduction as the first priority for the collection, handling, and management of solid waste, and

WHEREAS the Legislature, in RCW 70.95.010(4), found that it is "necessary to change manufacturing and purchasing practices and waste generation behaviors to reduce the amount of waste that becomes a governmental responsibility," and

WHEREAS the Legislature, in RCW 70.95.010(6)(c), found that it is the responsibility of city governments "to assume primary responsibility for solid waste management and to develop and implement aggressive and effective waste reduction and source separation strategies," and

WHEREAS, it is the City's desire to conserve resources, reduce greenhouse gas emissions, waste, litter, and marine pollution, and to protect the public health and welfare, including wildlife, all of which increase the quality of life for the City's residents, and

WHEREAS less reliance on single-use carryout bags contributes toward the goals of conserving energy and natural resources while reducing greenhouse gases and litter, and WHEREAS plastic bags are made of nonrenewable resources and never biodegrade; they photo-degrade and can take hundreds of years to break down into tiny toxic bits which can seep into the soil, waterways, lakes, and bays, posing a threat to animal life and the natural food chain, and

WHEREAS the Ocean Conservancy cited plastic bags as within the 12 most collected items in the 2017 Coastal Cleanup in Washington State, and

Appendix D: Zero Waste Washington Model Ordinance (cont.)

WHEREAS the Washington State Department of Ecology's "Beyond the Curb" study of commingled residential recyclables from the Southwest Region estimates that it takes \$700-\$1,000 per ton for recycling centers to remove plastic films from other recyclables, and

WHEREAS, the City finds that composting is threatened because of contamination by confusingly colored, marked and look-alike materials, including some non-compostable plastic film bags; and

WHEREAS, it is in the City's interest that contamination in local compost be reduced to ensure local compost is marketable and viable for use in local gardens, farms, landscaping, and surface water and transportation projects; and

WHEREAS, in order to reduce the use of single-use plastic and paper carryout bags in the City, it is necessary to regulate such use, and

WHEREAS regulations that prohibit the use of single-use plastic carryout bags and require a pass-through charge on all carryout bags will encourage shoppers to bring their own reusable carryout bags, reduce the cost of solid waste disposal by the City, and protect the environment, and

WHEREAS the City Council finds that it is in the best interest of the health, safety, and welfare of the citizens of the City, Now, THEREFORE BE IT ORDAINED BY THE CITY OF []:

NEW SECTION. **Section 1. Definitions.** A new section is added to [] to read as follows:

(A) "Compostable" means that the product completely breaks down into a stable product due to the action of microorganisms in a controlled, aerobic commercial process that results in a material safe and desirable as a soil amendment meeting the compost quality standards found under WAC 173-350-220 for metals, physical 1 parameters, pathogens, manufactured inert material, and other testing parameters set by the local Health Department, has been found to degrade satisfactorily at the composting facility receiving the material, meets standard specification ASTM D6400, and has been certified as compostable by the Biodegradable Products Institute or similar national or international certification authority.

(B) "Carryout bag" means any bag that is provided by a retail establishment at the check stand, cash register, point of sale or other point of departure to a customer for use to

Appendix D: Zero Waste Washington Model Ordinance (cont.)

transport or carry away purchases such as merchandise, goods or food from the retail establishment. Carryout bags do not include:

- (1) Bags used by consumers inside stores to package bulk items, such as fruit, vegetables, nuts, grains, candy, greeting cards or small hardware items such as nails, bolts or screws, contain or wrap frozen foods, meat or fish regardless of whether they are prepackaged, contain or wrap flowers, potted plants or other items where dampness may be a problem, contain unwrapped prepared foods or bakery goods, contain prescription drugs; or
- (2) A bag used to protect a purchased item from damaging or contaminating other purchased items when placed in a recyclable paper bag or reusable bag, such as prepared take-out foods or prepared liquids intended for consumption away from the retail establishment; or
- (3) Newspaper bags, door-hanger bags, tire bags, laundry-dry cleaning bags or bags sold in packages containing multiple bags for uses such as food storage, garbage, pet waste or yard waste.

(C) "Recycled paper carryout bag" means a paper carryout bag provided by a store to a customer at the point-of-sale that meets all of the following requirements:

- (1) except as provided in subsection 2 of this subsection (I), the paper carryout bag contains an average of 40% postconsumer recycled materials;
- (2) an eight-pound or smaller recycled paper bag shall contain a minimum of 20% postconsumer recycled material;
- (3) the paper carryout bag is accepted for recycling in curbside programs in a majority of households that have access to curbside recycling programs in the City;
- (4) the paper carryout bag is capable of composting, consistent with the timeline and specifications of the American Society of Testing and Material (ASTM) Standard D6400, as published in Master Environmental Assessment on Single Use and Reusable Bags, March 2010; and
- (5) Printed on the paper carryout bag is the minimum percentage of postconsumer content.

Appendix D: Zero Waste Washington Model Ordinance (cont.)

(D) "Retail establishment" means any person, corporation, partnership, business, facility, vender, organization or individual that sells or provides merchandise, goods, or materials, including, without limitation, clothing, food, or personal items of any kind, directly to a costumer: retail establishment includes, by way of example, and not limitation, any grocery store, department store, hardware store, pharmacy, liquor store, restaurant, catering truck, convenience store, and any other retail store or vendor, including temporary ones at farmers markets, street fairs, and festivals.

(E) "Reusable carryout bag" means a bag made of cloth or other material with handles that is specifically designed and manufactured for long term multiple reuse and meets all of the following requirements:

- (1) Has a minimum lifetime of 125 uses, which for purposes of this subsection, means the capacity of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet,
- (2) Is machine washable or made from a material that can be cleaned or disinfected, and
- (3) If made of film plastic, in a minimum of at least 2.25 mils thick.

(F) "Single-use plastic carryout bag" means any bag that is less than 2.25 mils thick and is made from plastic or any nonrenewable resource.

(G) "Pass-through charge" means a charge to be collected by retailers from their customers when providing plastic or recycled paper carryout bags, and retained by retailers to offset the cost of bags and other costs related to the pass-through charge.

NEW SECTION. Section 2. Regulations. A new section is added to [] to read as follows:

(A) No retail establishment in the city shall provide a carryout bag to a customer unless otherwise permitted pursuant to this chapter.

Appendix D: Zero Waste Washington Model Ordinance (cont.)

- (B) No retail establishment shall distribute a carryout bag at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless otherwise permitted pursuant to this chapter.
- (C) Retail establishments in the City may, subject to [], provide to a customer at the point-of-sale a reusable carryout bag or a recycled paper carryout bag.
- (D) No retail establishment in the city shall provide a paper carryout bag with a manufacturer's stated capacity of one-eighth barrel (882 cubic inches) or larger that is not a recycled paper carryout bag
- (E) A retail establishment may make reusable carryout bags available to customers through sale.
- (F) No retail establishment in the City shall use or provide polyethylene or other non-compostable plastic film bags tinted green or brown for customers to bag products in stores, as carryout bags, or for home delivery.
- (G) Any film bags meeting the definition of compostable that retail establishments provide to customers for food or other products, such as vegetables bagged in stores prior to checkout, must be tinted green or brown and shall be clearly labeled "COMPOSTABLE," including language following the Federal Trade Commission's "Green Guides."
- (H) No film bag that retail establishments provide to customers to bag products in stores, as carryout bags, or for home delivery may be labeled with the term "biodegradable," "degradable," "decomposable," or any similar terms, or in any way imply that the product will break down, fragment, biodegrade, or decompose in a landfill or other environment.
- (I) Each retail establishment that provides a customer with a plastic carryout bag or a recyclable carryout bag shall collect a pass-through charge of not less than \$0.05 for each plastic or recyclable paper carryout bag provided.

Appendix D: Zero Waste Washington Model Ordinance (cont.)

NEW SECTION. Section 3. Exemptions. A new section is added to [] to read as follows:

- (A) Notwithstanding the requirements contained in [], retailer may not collect a pass-through charge from anyone with a voucher or electronic benefits card issued under programs including, but not limited to, Women Infants and Children (WIC); Temporary Assistance to Needy Families (TANF); Federal Supplemental Nutrition Assistance Program (SNAP), also known as Basic Food; and the Washington State Food Assistance Program (FAP).
- (B) Food banks and other food assistance programs are exempt from the requirements for this chapter.
- (C) The [Director/City Manager] may exempt a retail establishment from the requirements of this chapter for up to a one-year period, upon a request by the retail establishment showing that the conditions of this chapter would cause undue hardship. An “undue hardship shall only be found in:
 - (1) Circumstances or situations unique to the particular retail establishment, such that there are no reasonable alternatives to single-use plastic carryout bags or a pass-through charge cannot be collected; or
 - (2) Circumstances or situations unique to the retail establishment, such that compliance with the requirements of the is chapter would deprive a person of a legally protected right.
- (D) If a retail establishment requires an exemption beyond the initial exemption period, the retail establishment must reapply prior to the end of the exemption period and must demonstrate continued undue hardship if it wished to have the exemption extended. Extensions may only be granted for intervals not to exceed one year.
- (E) An exemption request shall include all information necessary for the City to make its decision, including, but not limited to, documentation showing the factual support for

Appendix D: Zero Waste Washington Model Ordinance (cont.)

the claimed exemption. The [Director/City Manager] may require the applicant to provide additional information to permit the City to determine facts regarding the exemption request.

(F) The [Director/City Manager] may approve the exemption request, in whole or in part, with or without conditions.

(G) Exemption decisions are effective immediately. A party aggrieved by a final decision may appeal or seek review of the decision in accordance with applicable law. Unless another period of time applies under applicable law or court rule, an appeal of the decision must be filed within 21 calendar days from the date the final decision was served personally or placed in the United States mail, postage prepaid and properly addressed.

(H) The City Council may, by resolution, establish a fee for exemption requests. The fee shall be sufficient to cover the costs of processing the exemption request.

NEW SECTION. **Section 4. Violations.** A new section is added to [] to read as follows:

(A) Upon a first violation of any part of this chapter, the code enforcement officer may issue a notice of violation to the offending person or business. The notice of violation shall contain the date of and alleged type of violation. The notice of violation shall be regarded as a warning and no other sanctions shall be implemented. Notice shall be served upon the premises to the highest ranking employee currently on duty at the time of delivery.

(B) If after the issuance of a notice of violation the code enforcement officer becomes aware of subsequent noncompliance, he or she has the authority to issue a civil infraction. Any subsequent violation of this chapter shall be designated as a Class 1 civil infraction. Each day of any such violation is a separate civil infraction; a notice of infraction may be issued for each day of any such violation. Civil infractions shall be heard and determined according to Chapter 7.80 RCW as amended, and any applicable court rules.

Appendix D: Zero Waste Washington Model Ordinance (cont.)

(C) It shall be a violation of this chapter for any retail establishment to penalize, discipline, or discriminate against any employee for performing any duty necessary to comply with this chapter.

Section 5. Severability.

If any provisions of this Ordinance or its applications to any person or circumstances is held to be invalid, the remainder of the Ordinance or application of the provisions of the Ordinance to other persons or circumstances is not affected.

Section 6. Effective Date.

The ordinance shall be effective on [date].

Appendix E: Kirkland Business Information Packet



Appendix E: Kirkland Business Information Packet

City of Kirkland
Public Works Department
Solid Waste Division
123 - 5th Ave
Kirkland WA 98033

Important Information Regarding the New Plastic Bag Reduction Program in City of Kirkland

May 27, 2015

Dear Kirkland Retailer:

The City of Kirkland recently enacted a ban on certain disposable plastic carryout shopping bags. As a business potentially affected by the ban, you are encouraged to learn about the program. City staff are available to answer your questions and help you prepare for when the ban takes effect on March 1, 2016.

As a retail establishment, you will no longer be allowed to provide disposable plastic carryout shopping bags to consumers, and will be required to charge a minimum fee of five cents per large paper bag (one-eighth barrel/882 cubic inches). The City urges you to encourage your customers to shop with machine washable, reusable bags, and is incentivizing consumers through the five-cent charge on paper bags. Retailers keep the fee to help cover the cost of each paper bag.

Please note that some plastic bags are still allowed, including bags for takeout foods, produce and meat, bulk food, newspapers, dry cleaning, and more. This packet includes information to help your business prepare for and implement the policy. Full details on the program are available at www.kirklandwa.gov/bringyourbag.

We understand that you may have concerns and questions about the impact of this new program to your business. The goal of the program is to reduce plastic waste by eliminating unnecessary disposable plastic shopping bags. Over the next several months, City staff will implement a comprehensive education and outreach plan for residents and businesses. They are available as a resource to you to answer questions and to help your business comply with the new regulations.

For additional assistance, contact the City of Kirkland's Solid Waste and Recycling staff at 425-587-3812 or recycle@kirklandwa.gov.

Sincerely,

Kathy Brown
City of Kirkland
Public Works Director



kirklandwa.gov/bringyourbag | 425.587.3812 | recycle@kirklandwa.gov

Kirkland Plastic Bag Reduction Program

FREQUENTLY ASKED QUESTIONS

This guide is intended to help businesses understand and prepare for the implementation of Kirkland's plastic bag reduction policy.

Implementation of the Program

1. What businesses are affected by the ordinance?

Most retail establishments are subject to the new requirements, including grocery stores, department stores, hardware stores, pharmacies, liquor stores, convenience stores, farmers' markets, and other retail stores or vendors. There is no exemption for small retailers.

2. When will the ordinance take effect?

March 1, 2016. The effective date for food rescue organizations (e.g. redistribution of otherwise wasted food) is March 1, 2017. However, businesses are allowed to adopt the policy before the effective date if desired.

3. During the transition, is the City going to offer any assistance to businesses?

Downloadable media and signage are available on the City's website (www.kirklandwa.gov/bringyourbag). Upon request, the City will provide free copies to retailers. The City urges retailers to hang signs in their parking lots and stores that remind customers to bring their own bags. In addition, the City of Kirkland plans to promote the program to the public through print and broadcast media, including car window clings, emphasizing the "Bring Your Bag" message.

4. How will this ordinance be enforced?

Kirkland will take an educational approach to enforcement. Staff will rely on reports from consumers and business owners via an online complaint form and phone hotline to identify businesses not in compliance. If a complaint is received, City staff will visit the retailer to explain what's needed to comply. If a retailer is found to be out of compliance after a verbal warning, the City may initiate a code enforcement action per Kirkland Municipal Code 1.12.

Plastic Bag Restrictions and Exemptions

1. What bags are restricted by the ordinance?

Plastic bags considered disposable are prohibited at point of sale (see exemptions).

2. What exemptions are allowed?

Plastic bags are allowed for the following uses:

- Takeout food
- Meat, produce, and unwrapped bakery goods
- Items sold in bulk, like food or hardware items
- Newspaper, dry cleaning, pet waste, and garbage bags
- Flowers and other items where dampness is an issue

3. Why are to-go food vendors allowed to use plastic bags?

Restaurants and deli counters are allowed to use plastic bags to prevent problems from spillage of hot items, and reduce potential issues from steam and dampness. However, the City encourages food vendors to use paper bags whenever possible. Restaurants may not provide plastic bags for items other than prepared foods (e.g. cookbooks, t-shirts, bottled salad dressing).



4. Appendix E: Kirkland Business Information Packet (cont.)

Why are thicker plastic bags also restricted?

While other cities have defined thick (2.25 mil and thicker) bags as reusable, the Kirkland City Council determined that the 2.25 mil bags are inherently disposable. The goal of the ordinance is to reduce plastic waste in our community by eliminating all unnecessary disposable plastic shopping bags.

Paper Bag Charges

1. Which paper bags do I have to charge my customers for?

Stores and vendors are only required to charge a minimum five-cent fee for each large paper bag such as typical grocery store carryout bag – technically a bag larger than 882 cubic inches (cu in), known as one-eighth barrel in the grocery trade. As a rule of thumb, if a bag has a flat bottom greater than 6 inches by 10 inches, your business must charge for it. Stores are not required to charge for smaller paper bags, but they may at their discretion. Retailers are allowed to charge more than five cents per large paper bag.



2. What standards must paper bags meet?

Large paper bags – the ones for which a five-cent charge is required – must contain a minimum 40% post-consumer recycled content and be labeled as such on the outside of the bag. There is no post-consumer recycled content requirement for smaller paper bags, but the City encourages retailers to use recycled-content paper bags.

3. Can retailers just “eat the cost” of the large paper bags and not charge their customers?

No. The minimum five-cent charge must be collected. It is meant to remind customers to shop with reusable bags, and, for that reason, the number of recyclable paper carryout bags provided and the amount of the pass-through charge must be shown on the customer's sales slip.

4. Are there exemptions for the charge for low-income customers?

Yes, many low-income customers are exempt from the charge. Specifically, retail stores may not charge the five-cent pass-through fee for large recyclable paper bags to customers presenting vouchers or electronic benefits transfer cards (EBT) issued under the:

- Women, Infants and Children (WIC) or Temporary Assistance to Needy Families (TANF) support programs,
- Federal Supplemental Nutrition Assistance Program (SNAP, formerly “Food Stamps,” also known as Basic Food), or
- Washington State Food Assistance Program (FAP).

5. Is this transaction taxable?

Yes. The Washington State Department of Revenue has confirmed that the five-cent pass-through charge is subject to sales tax.

6. Our store currently offers a discount to customers that bring in their own bags. Can we continue to do that?

Yes. Retail stores that offer discounts for reusable bag use may continue to do so if they choose.



kirklandwa.gov/bringyourbag | 425.587.3812 | recycle@kirklandwa.gov

Appendix F: Kirkland Visual Guide

Appendix F: Kirkland Visual Guide

Plastic Bag Restrictions

starting in Kirkland March 1, 2016





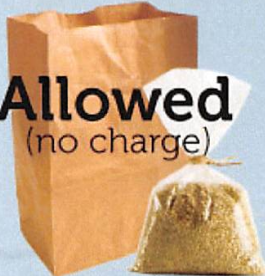
Restricted
(exemptions for prepared food, damp items, newspaper & dry-cleaning bags)

Carryout Plastic Bags



5-Cent Fee
(minimum)
(retained by retailers)

Large Paper Bags



Allowed
(no charge)

Small Paper Bags & In-Store Plastic Bags



Choose Reusable

Appendix G: Seattle Composting Confusion Amendment

Appendix G: Seattle Composting Amendments

- (A) No retail establishment in the City shall use or provide polyethylene or other non-compostable plastic film bags tinted green or brown for customers to bag products in stores, as carryout bags, or for home delivery.
- (B) Any film bags meeting the definition of compostable that retail establishments provide to customers for food or other products, such as vegetables bagged in stores prior to checkout, must be tinted green or brown and shall be clearly labeled "COMPOSTABLE," including language following the Federal Trade Commission's "Green Guides."
- (C) No film bag that retail establishments provide to customers to bag products in stores, as carryout bags, or for home delivery may be labeled with the term "biodegradable," "degradable," "decomposable," or any similar terms, or in any way imply that the product will break down, fragment, biodegrade, or decompose in a landfill or other environment.

Supplemental Information: Comparing Environmental Costs of Bag Types

Tables comparing environmental costs

A [helpful study](#)¹, conducted by the United Kingdom's Environment Agency in 2011, and used frequently by opponents of bag ordinances, responds to Councilmember Smith's request. The study examines the environmental cost of several types of bags. You can review the study to learn about how bag types and impact categories are defined, but included is a table that speaks directly to the question about the environmental cost of a paper bag compared to a plastic one (HDPE, as defined by the study, is the typical lightweight carryout bag provided by supermarkets, and other bags are compared against it; LDPE is a plastic "bag for life" that is more heavy-duty and intended for reuse):

Table A.2.2. The results of the study over 8 indicators (>1 equals worse than HDPE bag, <1 equals superior to HDPE bag)

Impact categories	HDPE bag	LDPE bag			Paper bag	Bio-degradable bag
		Used 2x	Used 4x	Used 20x		
Consumption of non-renewable energy sources	1	1.4	0.7	0.1	1.1	0.9
Consumption of water	1	1.3	0.6	0.1	4	1
Emission of greenhouse gases	1	1.3	0.6	0.1	3.3	1.5
Atmospheric acidification	1	1.5	0.7	0.1	1.9	1.8
Formation of photochemical oxidants	1	0.7	0.3	0.1	1.3	0.5
Eutrophication of water	1	1.4	0.7	0.1	14	12
Production of solid waste	1	1.4	0.7	0.1	2.7	1.1
Risk of littering	High	Average to low			Low	Average to low

This next table shows how many times paper bags, LDPE bags, non-woven PP bags (this is the heaviest-duty plastic bag for reuse, view study for further description and photos of bag examples) and cotton bags, respectively, must be used to match the global warming potential impact of one standard HDPE bag:

Type of carrier	HDPE bag (No secondary reuse)	HDPE bag (40.3% reused as bin liners)	HDPE bag (100% reused as bin liners)	HDPE bag (Used 3 times)
Paper bag	3	4	7	9
LDPE bag	4	5	9	12
Non-woven PP bag	11	14	26	33
Cotton bag	131	173	327	393

The amount of primary use required to take reusable bags below the global warming potential of HDPE bags with and without secondary reuse

Counterpoints

While the conclusion bag opponents arrive at is the high environmental cost of a plastic bag compared to a paper one (and heavier-duty plastic and cotton bags), there is still much to be considered. For instance, the great benefits of reusable plastic bags are hard to ignore. Important questions that I haven't seen data for are as follows:

- How many times on average are reusable bags used?
- Does a pass-through charge influence customers to use less paper bags than they would have used of plastic bags?
- What other impact categories are not being considered?

To that third question, proponents of plastic bag bans would point to the simple fact that scientists now say plastic bags take anywhere from [500 years to never](#)² to decompose. On the other hand, [paper bags take only one month](#)³. Plastic bags end up and stay in the ocean and in storm drains and landfills, while paper bags eventually decompose. Additionally, paper bags are produced from a renewable resource (trees), while plastic bags are produced from a [nonrenewable](#)⁴ resource (polyethylene). Furthermore, paper bags easier to recycle and are therefore recycled much more often than plastic bags.

Balanced comparisons of plastic and paper bags

The following stories contain balanced comparisons of the advantages of both plastic and paper, with links to studies:

<https://science.howstuffworks.com/environmental/green-science/paper-plastic1.htm>

Pro Plastic

- Manufacturing paper emits 80 percent more greenhouse gases
- Paper bag process results in 50 times more water pollutants than making plastic bags
- Making a paper bag consumes four times as much energy as making a plastic bag
- According to some measures, paper bags generate 80 percent more solid waste

Pro Paper

- Plastic waste is deceptive for birds and other wildlife, who mistake it for food
- Plastic waste is more likely to make its way to marine life and sea birds
- Light breaks plastic down so it photodegrades rather than biodegrades. Estimates say that this process can take up to 500 or even 1000 years in landfills
- Although for the most part, plastic takes less energy to recycle than paper, plastic bags are a frustrating recycling dilemma

https://alumni.stanford.edu/get/page/magazine/article/?article_id=95690

Pro Plastic

- It takes three reuses of a paper bag to neutralize its environmental impact, relative to plastic
- Manufacturing a paper bag requires about four times as much water as a plastic bag
- The fertilizers and other chemicals used in tree farming and paper manufacturing contribute to acid rain and eutrophication of waterways at higher rates

Pro Paper

- There is no way around the fact that plastic is derived from petroleum. Petroleum is a finite resource, and as it becomes increasingly limited, obtaining it becomes increasingly damaging to the environment
- Many cities do not accept them in the municipal recycling stream
- Plastic can be reincarnated a limited number of times before it is too costly to revive

https://www.huffingtonpost.com/2008/07/08/paper-or-plastic-a-look-a_n_111547.html

Pro Plastic

- Plastic creates 9.1 cubic pounds of solid waste vs. 45.8 cubic pounds for paper; plastic creates 17.9 pounds of atmospheric emissions vs. 64.2 pounds for paper; plastic creates 1.8 pounds of waterborne waste vs. 31.2 pounds for paper
- Plastic bags require 9.7 million Btus (British thermal units (energy)), vs. 16.3 for paper bags at zero percent recycling; even at 100% recycling rates, plastic bags still require less — 7.0 to paper's 9.1

Pro Paper

- Paper bags can hold more stuff per bag — anywhere from 50 percent to 400 percent more, depending on how they're packed

Conclusion

Determining whether plastic or paper bags (or any other kind of bags) are more environmentally friendly is difficult, because it requires the comparison of environmental values.

Questions such as the following illustrate the complexity of weighing environmental factors:

- Is the cheaper carbon footprint cost of a plastic bag enough to compensate for the fact that it never decomposes?
- Is it more important to reduce emissions or protect marine life?
- How much production energy is worth not seeing plastic bags stuck in fences and trees?
- How much will pass-through fees for paper bags and environmental campaigns cut down on the use of paper bags?
- How optimistic are you that Kenmore residents will be encouraged by new policy to switch to reusable bags?

To that last question, a representative of Zero Waste Washington told me that while a five-cent pass-through fee does encourage reusable bag use, the five-cent fee is common because it's politically feasible. Kenmore could float the idea of a higher (10-cent?) pass-through fee, if it believes paper bag use can be further diminished as a consequence.

Notes

1. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/291023/scho0711buan-e-e.pdf
2. http://www.slate.com/articles/news_and_politics/explainer/2007/06/will_my_plastic_bag_still_be_here_in_2507.html
3. <https://abcnews.go.com/Technology/story?id=97476&page=1>
4. <https://abcnews.go.com/Technology/story?id=97476&page=1>

PLASTIC BAG REDUCTION POLICY

Kenmore City Council Meeting
June 11, 2018

PROBLEM

1,500 plastic bags used per American family annually
but only 15 are recycled

The other 1,485 wind up in:

- Landfills
- Fences
- Trees
- Storm drains
- The ocean

ORDINANCES

Plastic bag ordinances in:

- 18 Washington jurisdictions
- More than 90 California jurisdictions and statewide ban
- Hundreds of U.S. cities

Zero Waste Washington is working with 16 Washington cities toward ordinances

EFFECTIVENESS

San Jose, California

- 62% reduction in storm drains
- 59% reduction in street

Thurston County

- 62% reduction in citizens who use plastic bags
- 33% increase in reusable bags

Coastal Cleanup

DRAWBACKS

Paper bags have 4x the environmental production cost

Reusable bags have higher carbon footprint

However...

Paper bags decompose quickly

Paper bags are recycled more easily

Paper bags are produced from a renewable resource

Used enough, reusable bags compensate for production costs

HOW MANY REUSES?

	HDPE "Grocery" Bag			
	No secondary use	40.3% reused as bin liners	100% reused as bin liners	Used three times
Paper Bag	3	4	7	9
Light Plastic Reusable Bag	4	5	9	12
Heavy Plastic Reusable Bag	11	14	26	33
Cotton Bag	131	173	327	393

OPTIONS

1. Plastic ban; "pass-through" fee for paper bags

OPTIONS

2. Plastic ban; no paper bag fee

OPTIONS

3. Ban all single-use carryout bags

OPTIONS

4. Fee on all single-use carryout bags

OPTIONS

1. Plastic ban; "pass-through" fee for paper bags
2. Plastic ban; no paper bag fee
3. Ban all single-use carryout bags
4. Fee on all single-use carryout bags

POTENTIAL EXEMPTIONS

- 2.25 mm cutoff
- Specialty bags
- Small stores
- Compostable bags
- Low-income program customers

OTHER DETAILS

Compliance date

Enforcement

Name of policy

Notifying retailers and citizens

KIRKLAND VISUAL GUIDE

Plastic Bag Restrictions
starting in Kirkland March 1, 2016



The graphic features a light blue background with a vertical orange line on the left. It displays four types of bags: two white plastic carryout bags, a large brown paper bag, a small brown paper bag next to a small mesh produce bag, and a large teal reusable bag. Text overlays indicate restrictions and fees for each category. A 'Bring your Bag' logo is in the top right corner.

Restricted
(exemptions for prepared food, damp items, newspaper & dry-cleaning bags)

5-Cent Fee
(minimum)
(retained by retailers)

Allowed
(no charge)

Choose Reusable

Carryout Plastic Bags

Large Paper Bags

Small Paper Bags & In-Store Plastic Bags

VII. B. Hangar Community Use Report - Shelby Krogh, Events and Volunteer...



Town Square and Hangar

Community Use Report

City Council Meeting | June 11, 2018

Overview

- Programming
 - Reservations
 - Activating the space
 - Staff resources
- Marketing + App
 - Website
 - Mobile Use
- Next Steps



1.

PROGRAMMING

Activating the Space

Hangar Building

Hangar Open Date: August 7, 2017

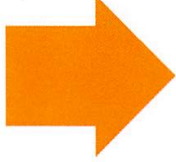
- Start date for taking reservations: October 25, 2017

Hangar Hours:

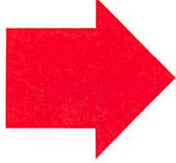
- Monday-Saturday | 6:00AM-8:00PM
- Sunday | 7:00AM-6:00PM

“Open Use” Hours:

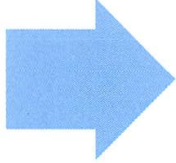
- Monday-Saturday | 10:00AM-1:00PM
- Sunday | All Day
- Dedicated time for the public to use the Hangar for activities such as meeting with friends, working, or studying without events or reservations taking place.

 **580 reservation requests**

Received from the public since Oct. 25

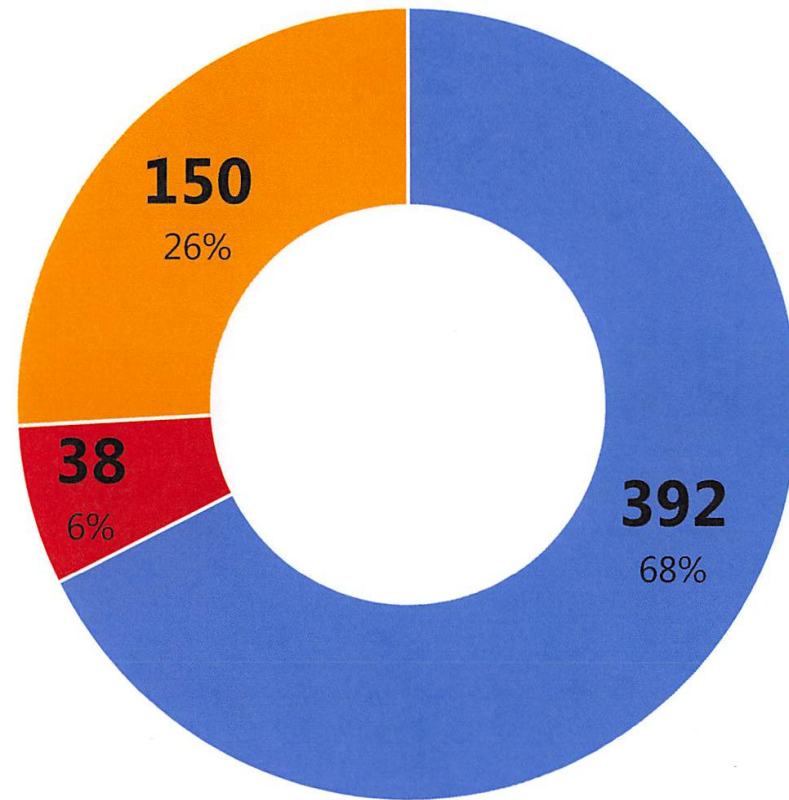
 **241 individual users**

Who have requested to reserve a space in the Hangar

 **20 requests**

Fielded each week (on average)

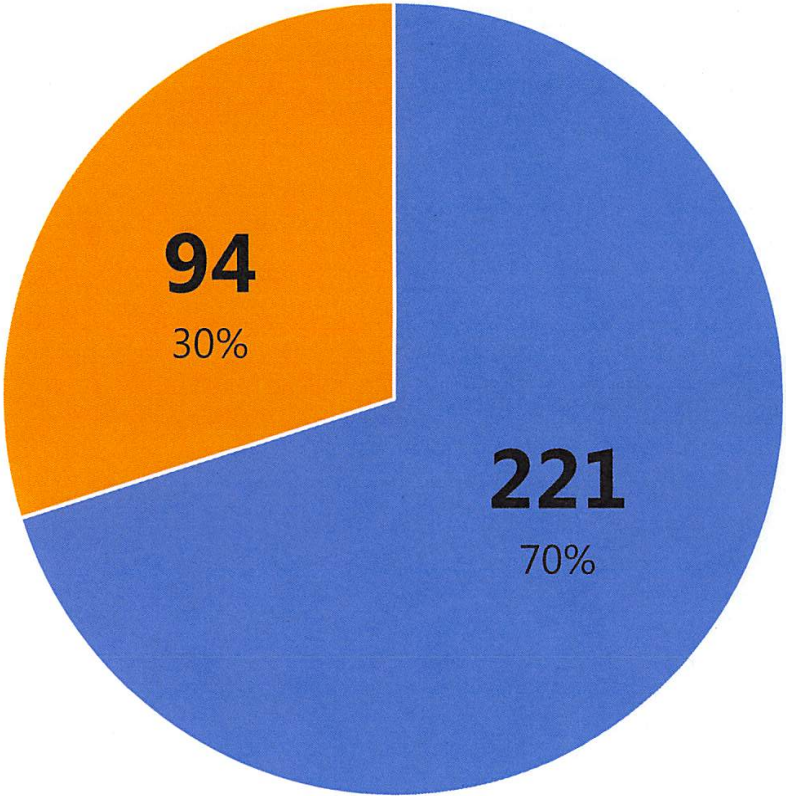
Reservation Requests



Total Reservation Requests = 580

■ Confirmed ■ Declined ■ Cancelled (by client)

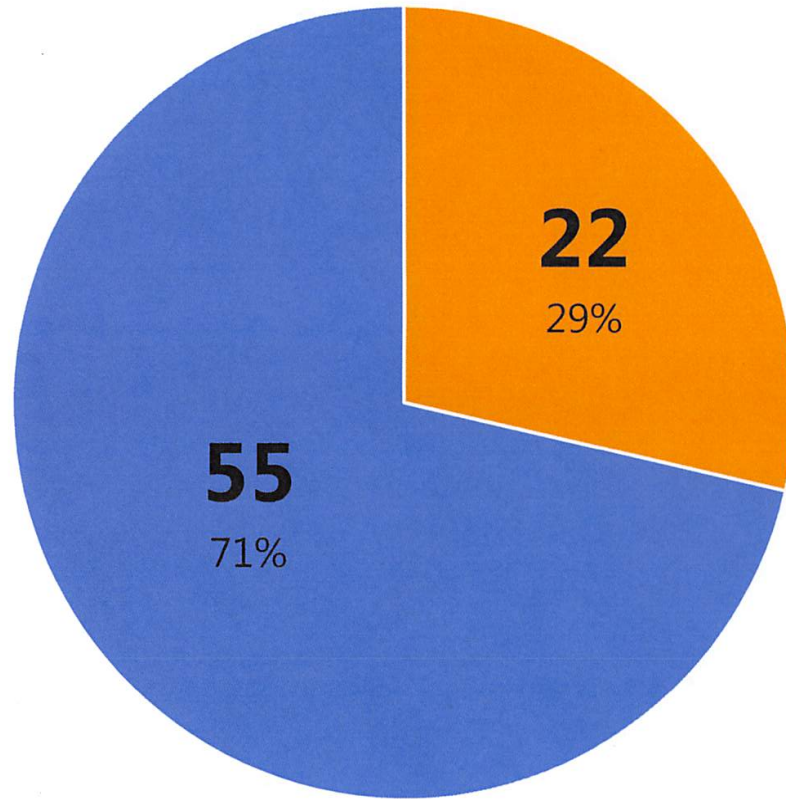
Past Reservations



Total Past Reservations = 315

■ Beaver Room ■ Otter Room

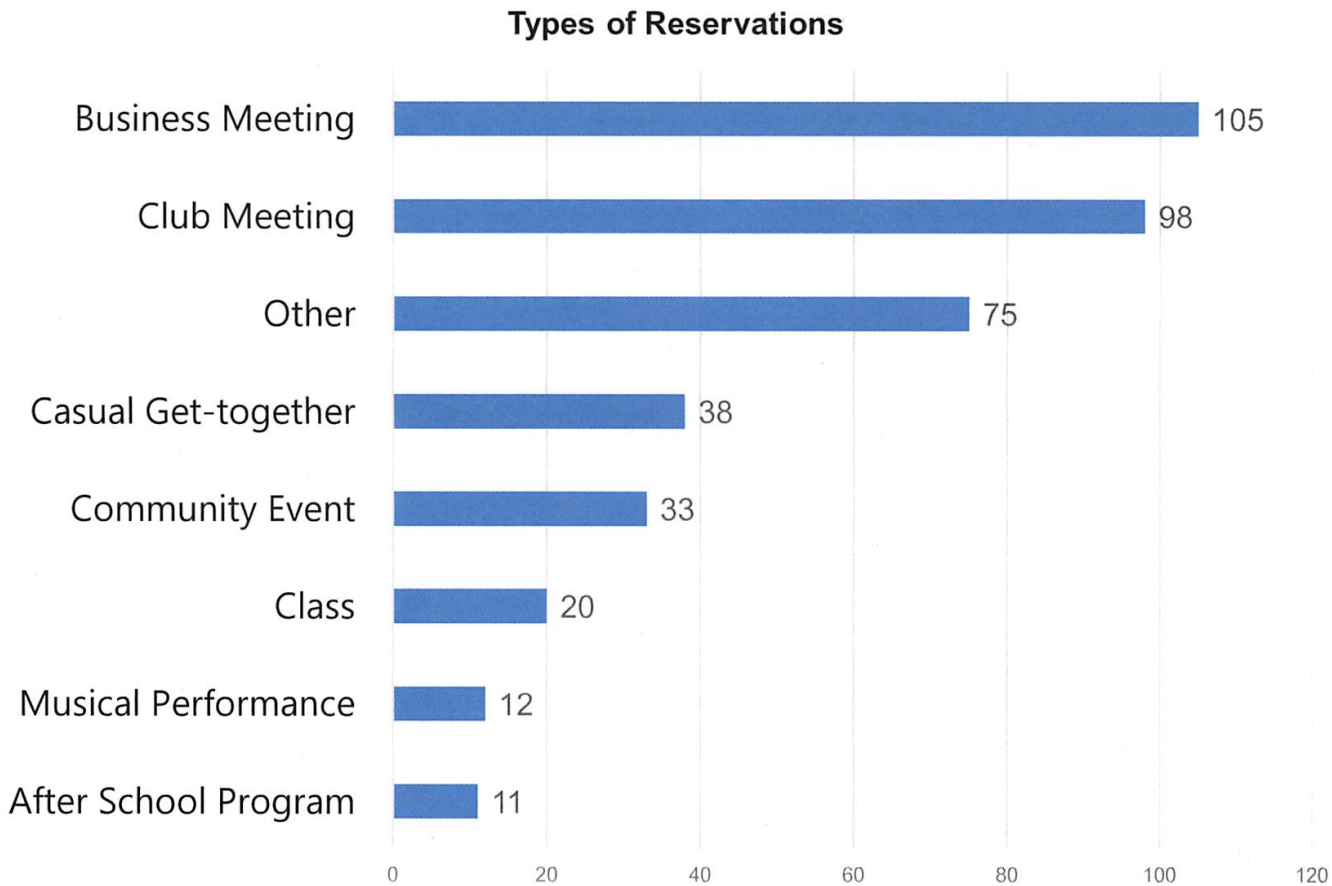
Upcoming Reservations (6 months)



**Total Upcoming
Reservations = 77**

■ Otter Room ■ Beaver Room

How the space is being used





City Organized Events
Movies at the Square



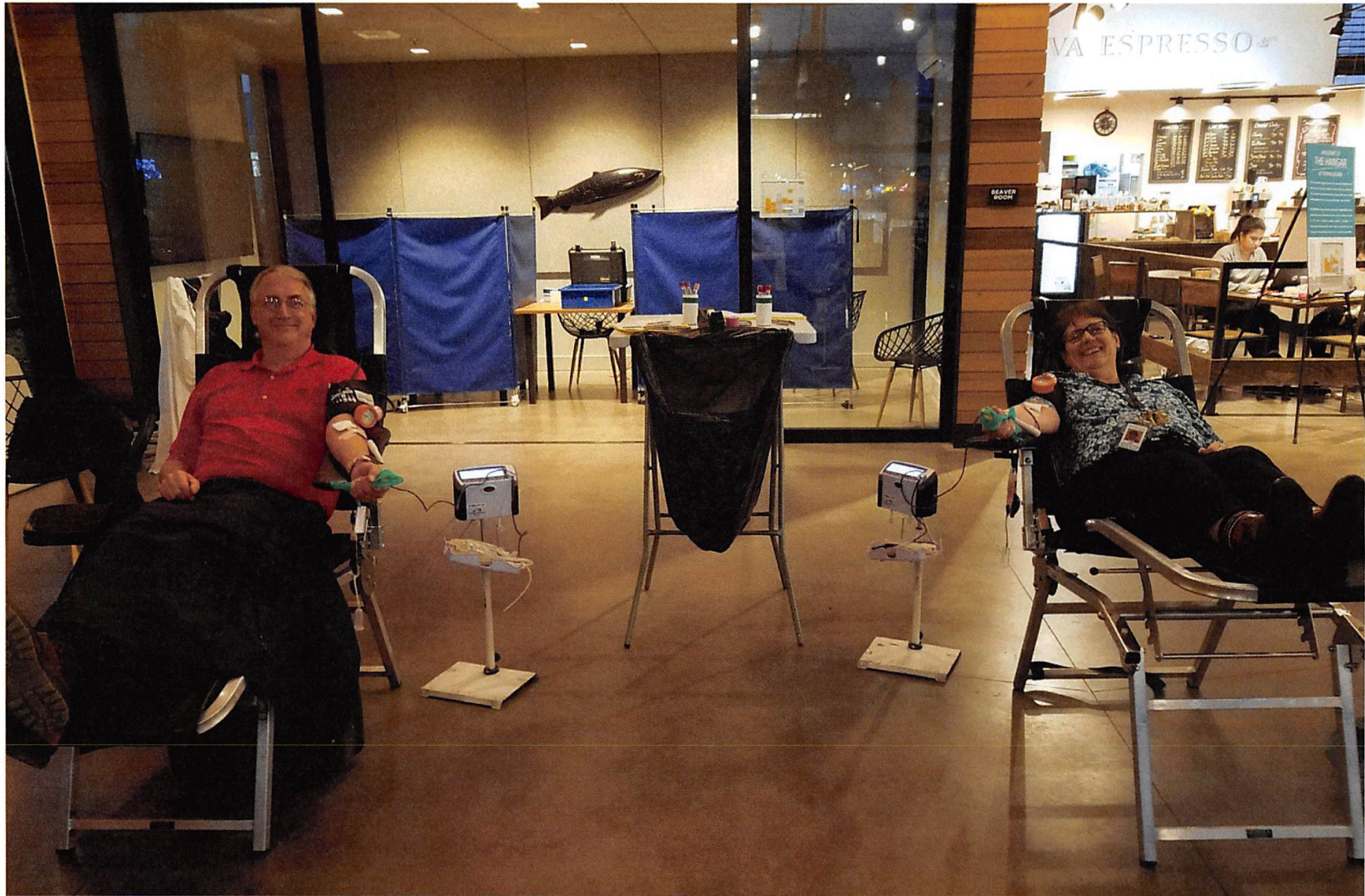
City Organized Events
#WhyILoveKenmore Summer Party



City Organized Events
Tree Lighting Festival and Holiday Market



Nonprofit + Community-Based Events
Fighting Hunger at the Hangar



Nonprofit + Community-Based Events
Boy Scout Troop 582 Blood Drive



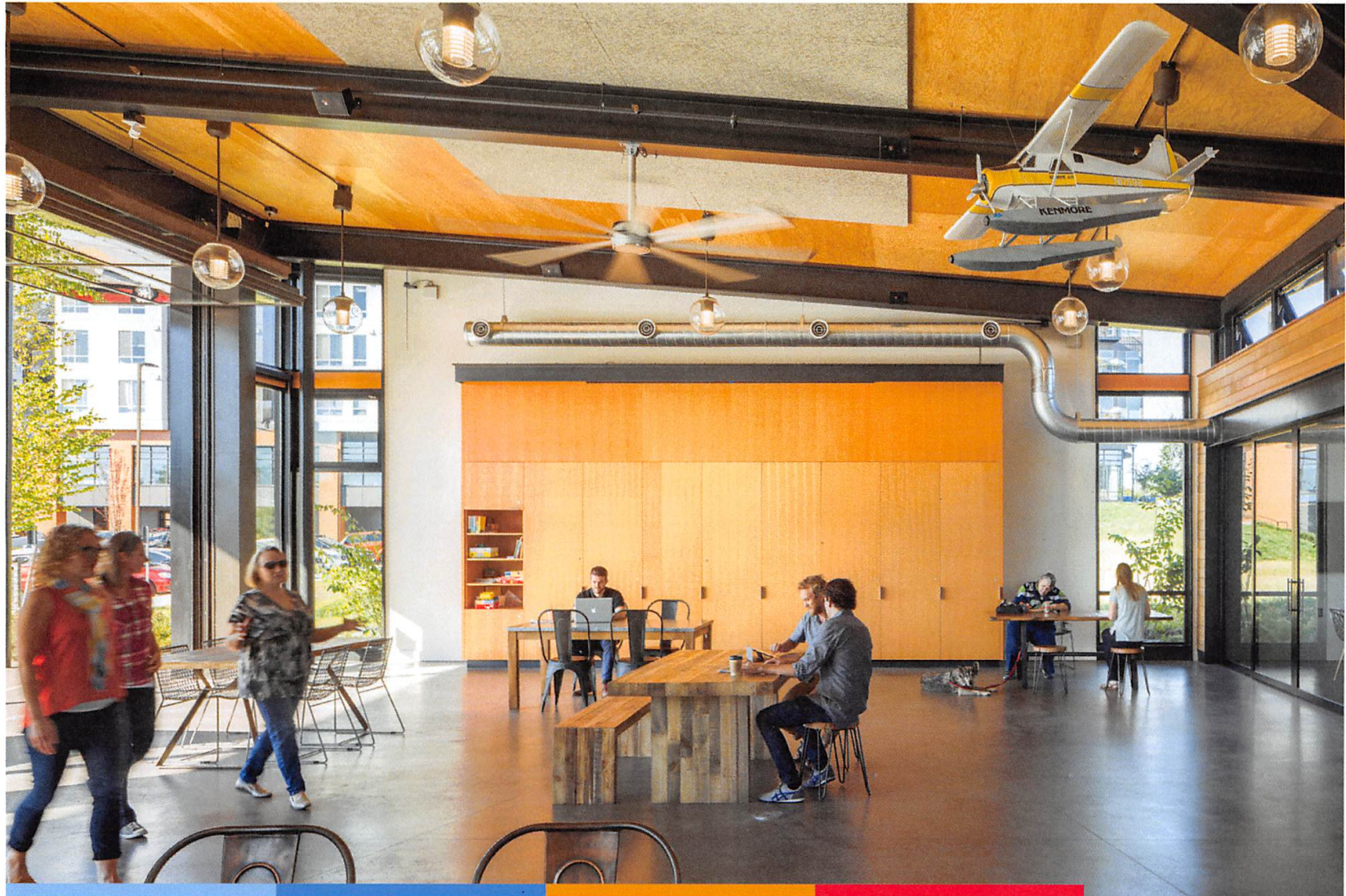
Nonprofit + Community-Based Events
ANXIETY Film Screening + Mental Health & Teens Panel



Individual or Group Activities
Halloween Violin Recital



Individual or Group Activities
Rock Painting Party



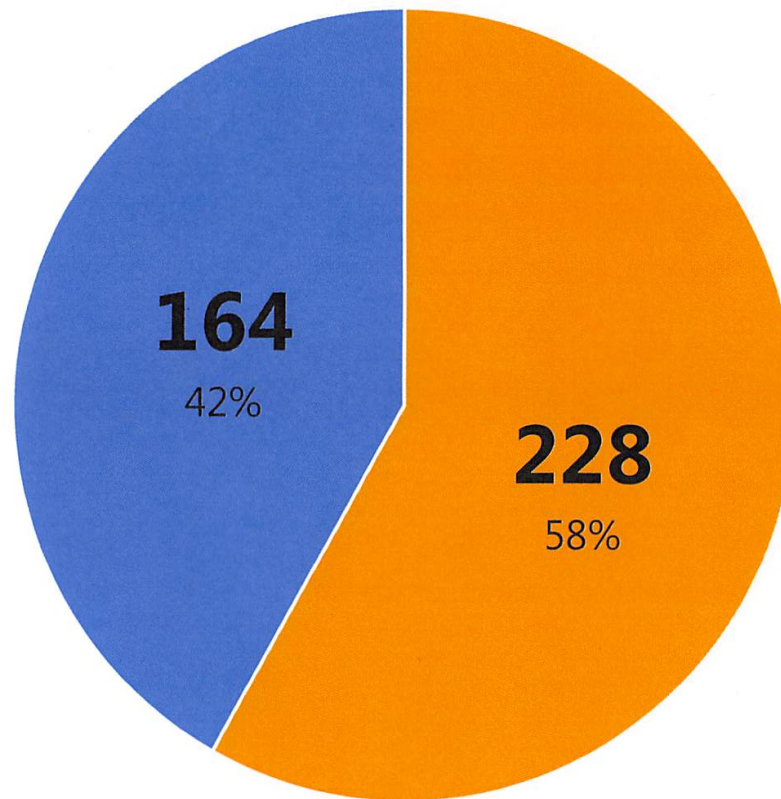
Impromptu Gatherings

Community members working at the Hangar



Fee-based Classes/Events
Pop-up Shop

Users of the Space



■ Residents ■ Non-Residents

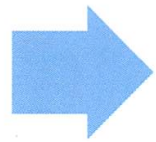
Staffing

On any given day, 2-3 staff members are working on Hangar-related tasks.



Reservation and Website Management + Communications with the Public

1 Staff Member | Volunteer & Events Supervisor | 30% of daily workload



Building Maintenance and Set-up for Reservations

4 Staff Members | Public Works Maintenance Team

Morning Staff/Openers: 10-20% of daily workload

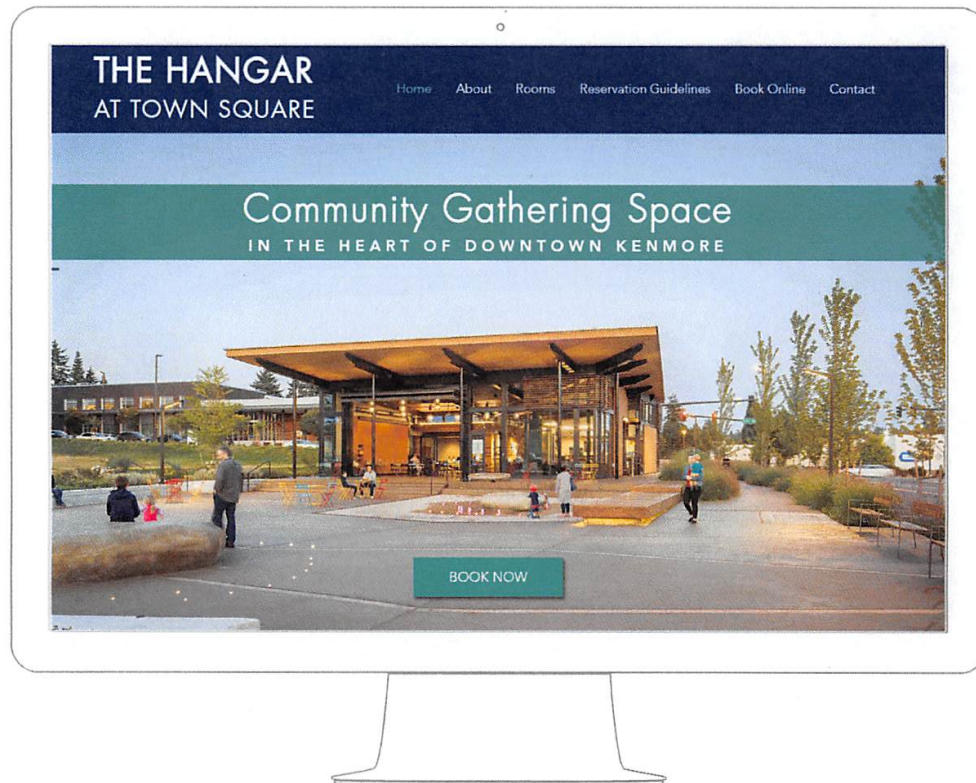
Afternoon Staff/Closers: 40-50% of daily workload

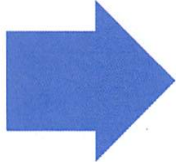


2.

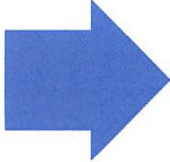
MARKETING + APP

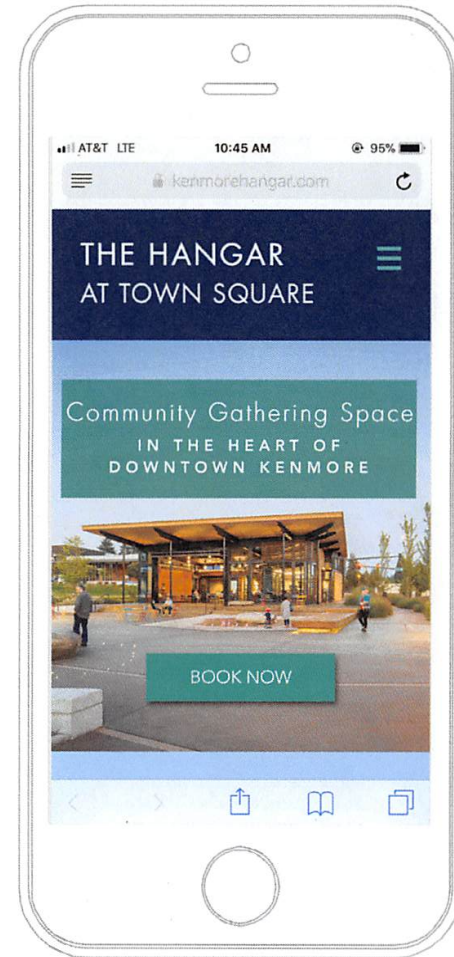
Promoting the Space



 **10,060 website visits**

Since October 25, 2017

 **52% of visits**
Are made on a mobile device



3.

NEXT STEPS

What's next in 2018-19?

Next Steps

Ambassadors

The City is recruiting several Hangar Ambassador volunteers to greet visitors when they arrive at the Hangar and answer questions from the community.

Branding

We will working with a graphic designer to create a brand for the Hangar and use that to tell our story to the larger community.

Fees

Given the increasing number of non-resident users of the Hangar, we would appreciate City Council's guidance on whether or not to explore a non-resident fee for use of the Hangar.

Thanks!
Any questions?

Subject/Topic:
Property Acquisition

VII. C. Purchase and Sale Agreement for the City of Kenmore to Potential...

Specific terms of the purchase and sale agreement will be brought forward at the June 11, 2018 Kenmore City Council meeting.

FISCAL CONSIDERATION:

The City has fund balances in several operating funds that exceed levels set by City Council policy. The City's Strategic Opportunity Fund also as sufficient funds for this potential acquisition.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

With integrity as its cornerstone, Kenmore is a city that will meet its obligations by providing effective and efficient services.



WHEN SOCIAL MEDIA IMPLICATES THE PUBLIC RECORDS ACT



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

WHAT IS A PUBLIC RECORD?

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

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

WHEN DOES A SOCIAL MEDIA POST BECOME A PUBLIC RECORD?

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

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

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

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

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

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

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

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

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