



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
Regular City Council Meeting Agenda
7:00 p.m., Monday, June 19, 2017
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 MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PRESENTATION

- A. Update from Sno-King Watershed Council - Eric Adman
[Presentation](#)
- B. Walk Friendly Communities Award - Leslie Harris, Community Relations Manager

VI. 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.

VII. CONSENT AGENDA

- A. City Council Meeting Minutes of May 22, 2017
[Minutes](#)
- B. Authorize the City Manager to Execute Contract 14-C1261 (Amendment #3) an Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations
[Agenda Item](#)
- C. Ordinance 17-0439 Repealing Kenmore Municipal Code Chapter 2.35 and

Dissolving the Library Advisory Board

[Agenda Item](#)

VIII. BUSINESS AGENDA

- A. Consideration of Kenmore Municipal Code (KMC) Changes Addressing Vegetation and Sidewalk Maintenance - Brett Schock, PE
[Agenda Item](#)
[Presentation](#)
- B. Walkways and Waterways Update - Kris Overleese, Public Works Director; Debbie Bent, Community Development Director and Joanne Gregory, Finance and Administration Director
[Agenda Item](#)
- C. Hangar Building Facility Use Policies - Rob Karlinsey, City Manager
[Agenda Item](#)

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS & INITIATIVES

XI. ADJOURNMENT

Upcoming Meetings:

Monday, June 26, 2017 Regular Council Meeting

Monday, July 10, 2017 Regular Council Meeting

Monday, July 17, 2017 Regular Council Meeting

Monday, July 24, 2017 Regular Council Meeting





Dedicated to protecting and preserving local streams and natural areas.

- **Our Vision** is a high quality of life in which local streams, rivers, lakes, and Puget Sound are clean and healthy
- **Our Mission** is to work for the health of streams and watersheds in north King and south Snohomish Counties
- **Our Goals are to:**
 - Connect and empower people working to protect streams and watersheds
 - Advocate for laws and policies that protect streams and watersheds
 - Promote stream and watershed conservation, restoration & salmon recovery activities
 - Improve awareness and behavior via outreach and environmental education



Current Project Areas

- Conservation & restoration of natural areas – Hooven Bog, Squire's Landing
- Supporting salmon recovery – Squire's Landing, WRIA8, Sno-King Water Watchers
- Community-based water monitoring – Sno-King Water Watchers
 - Construction stormwater reporting
 - Stream health monitoring
 - Outreach and education, raising awareness
- Development projects stormwater review and appeals
 - Multiple projects under review, including projects at Snohomish County airport
 - Streams & watersheds affected include Swamp Creek, Big Gulch, Japanese Gulch
- Watchdog activities

Hooven Bog

- Mostly a success story
- 30-acre wetland in Snohomish County which was threatened by development
- Extremely rare “Sphagnum Peat Bog/Fen” wetland, & headwaters of Bear Creek, a major salmon bearing stream
- Citizen resistance and legal action prevented development.
- SKWC assisted with community organization & worked with Snohomish County executive.
- Snohomish County’s purchased the site for conservation in 2014.
- Challenges remain with site management



Squire's Landing Riparian Restoration

Riparian habitat restoration project at the confluence of the Sammamish River and Swamp Creek.

- SKWC obtained a \$70K Salmon Recovery Funding Board Grant
- Partners: City of Kenmore and Adopt-A-Stream Foundation (AASF is project manager)
- December 2014-December 2018
- Goals - remove invasives & replant with native plants, improve habitat and creek shading
- SKWC recently obtained commitment for \$65,000 more from King County for additional restoration and stewardship activities



Squire's Landing



Sno-King Water Watchers

- A community based water monitoring program (CBWM) operating in north King / south Snohomish counties.
- Fostering watershed stewardship through education and engagement.
- Monitoring of 25 stream sites in multiple watersheds
- Monthly monitoring of water chemistry and bacteria with annual benthic macroinvertebrate monitoring.
- Kenmore streams – Little Swamp Creek, Swamp Creek, 0056/Logboom



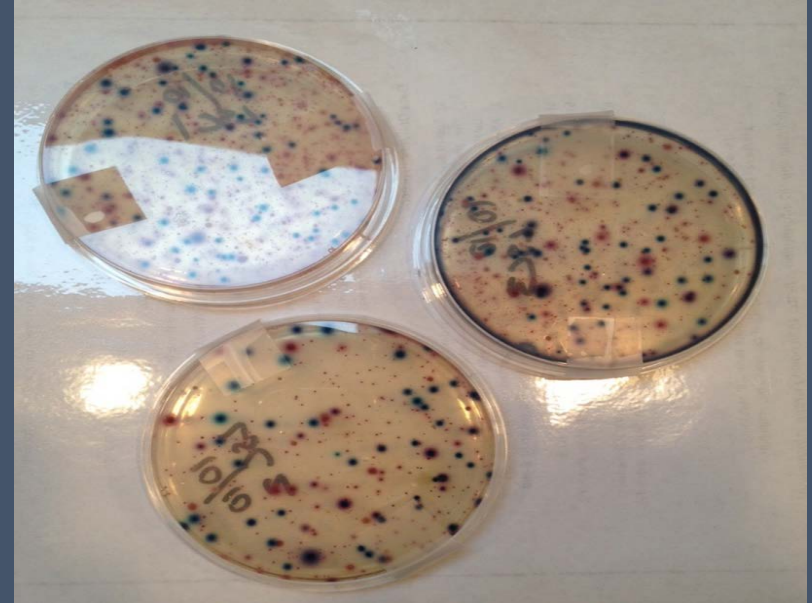
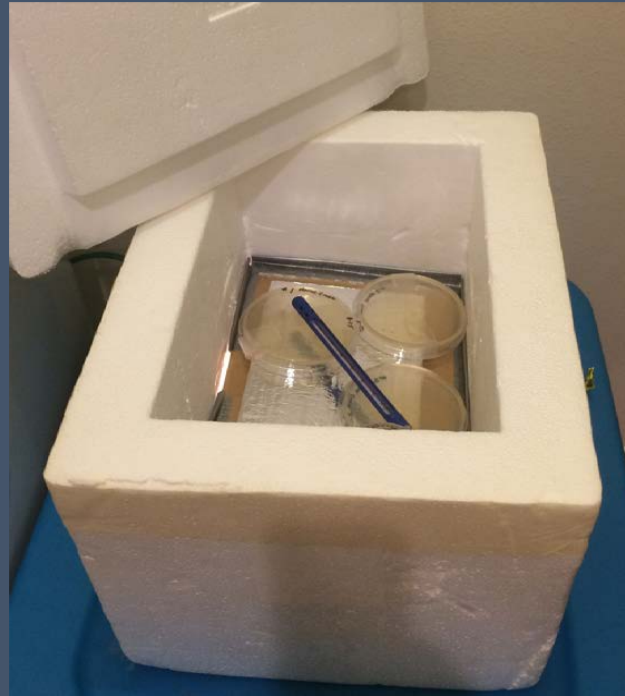
Sno-King Water Watchers Water Chemistry Monitoring



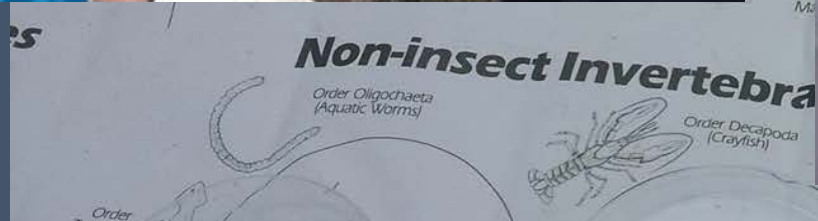
What we monitor:

- Temperature
- pH
- Turbidity
- Dissolved Oxygen
- Total Hardness
- Total Alkalinity

Sno-King Water Watchers Bacteriological Monitoring (E.Coli)



Sno-King Water Watchers Biological Monitoring



Sno-King Water Watchers Construction Stormwater Monitoring



2017 projects in Bothell on 88th
Ave NE, and Kenmore on 80th
Ave NE, both in Little Swamp
Creek watershed



Sno-King Water Watchers Program Partners and Sponsors:

- King County Councilmember Rod Dembowski
- The Puget Sound Stewardship and Mitigation Fund, a grantmaking fund created by the Puget Soundkeeper Alliance and administered by the Rose Foundation for Communities and the Environment
- Washington Department of Fish and Wildlife Aquatic Lands Enhancement Account (ALEA program)
- King County Wastewater Treatment Division Waterworks grant program
- Global Water Watch, Inc. & AU Water Resources Center



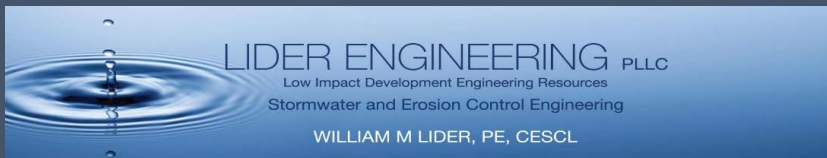
SKWC watchdog activities in Kenmore

- In 2016, PSE installed new power poles treated with a toxic preservative, “Penta”, in Swamp Creek Wetland # 3.
- This was in violation of their permit to operate in the wetland.
- Board member Bill Lider contacted WDFW and facilitated enforcement action.
- This summer PSE is supposed to replace the poles with poles that meet their permit.



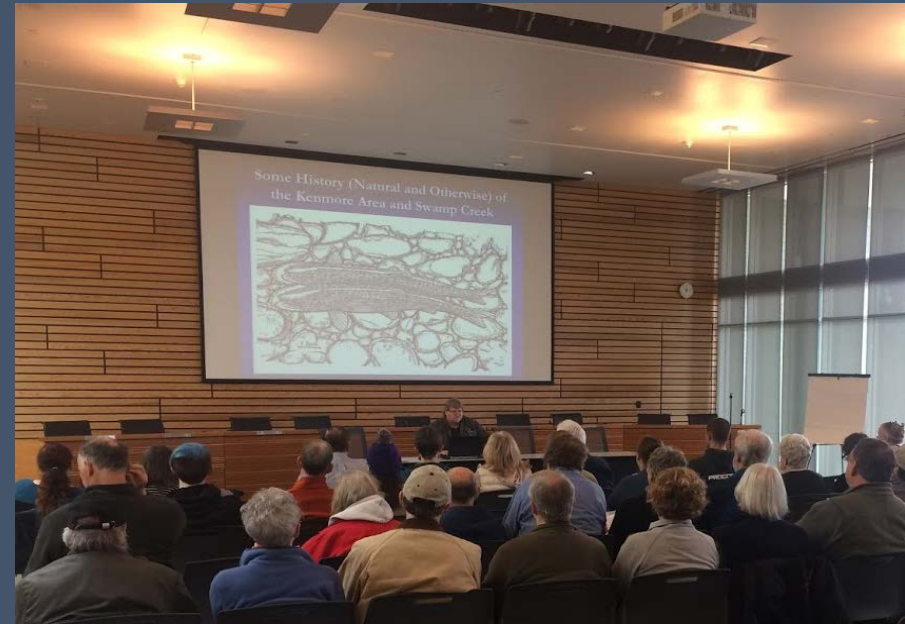
Stormwater design review / appeals

- Woodinville plat on Little Bear Creek –prevented improperly reviewed project from being built in buffer of Little Bear Creek
- Wetland ERR at Snohomish County Airport – Clean Water Act lawsuit in conjunction with Waste Action Project resulting in \$175,000 to construct rain gardens in Swamp Creek watershed
- Paine Field passenger terminal – review resulted in improved design for stormwater controls for terminal and reduced construction costs
- Other projects underway to improve stormwater controls on development projects at Snohomish County Airport



Kenmore / SKWC Partnerships

- Squire's Landing Riparian Restoration; restoration along Swamp Creek and Sammamish
- Kenmore grant for Swamp Creek wetlands assessment - \$3000 helped lead to \$175,000 for rain gardens in Swamp Creek basin
- Swamp Creek Watershed Forum March 2017 – over 50 streamside landowners
- Construction stormwater enforcement



Kenmore issues & opportunities

- Kenmore is doing pretty well in terms of codes and regulations; such as new Surface Water Master Program, LID integration & tree retention.
- Enforcement of construction stormwater & other regulations is important.
- Supporting grants to help property owners retrofit with Low Impact Development solutions will also help improve our local streams.



Upcoming SKWC Kenmore activities

- Continued water quality monitoring and reporting.
- Continued partnership at Squire's Landing
- High-visibility water monitoring / education and outreach events





**City of Kenmore, Washington
City Council Regular and Special Meeting Minutes
May 22, 2017**

CALL SPECIAL MEETING TO ORDER — The Kenmore City Council meeting was called to order by Mayor Baker at 6:15 p.m.

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

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Debbie Bent, Community Development Director; Bryan Hampson, Development Services Director; Rod Kaseguma City Attorney; Samantha Loyuk, Associate Planner and Kelly Chelin, City Clerk.

RECESS TO EXECUTIVE SESSION:

The meeting recessed to executive session at 6:15 p.m. to discuss potential litigation per RCW 42.30.110 (1)(i) for approximately 45 minutes.

At 7:00 p.m., Mayor Baker extended the executive session to 7:10 p.m.

RECONVENE TO REGULAR SESSION:

The meeting reconvened to regular session at 7:10 p.m.

FLAG SALUTE

The Council led the flag salute.

AGENDA APPROVAL

The Council approved the agenda as written however the proclamation was moved before Presentations.

PROCLAMATION

National Gun Violence Awareness Day on June 2, 2017

Mayor Baker read the proclamation aloud.

PRESENTATION

Review of the Integrated Aquatic Vegetation Management Plan (IAVMP) for the City of Kenmore - Janet Quinn, Project Coordinator and Rob Zisette, Aquatic Scientist for Herrera Environmental Consultants

Kenmore Honored With a 2017 Playful City USA Designation – Nancy Ousley, Assistant City Manager

CITIZEN COMMENTS

Ethan Savaglio, 3749 SW 99th Street, Seattle.

Mr. Savaglio is the owner of 9 Yards Brewing. He stated that he was “moved” to be part of this community and was very thankful of the ordinance on the agenda that extended the pilot program that suspended the fees for businesses.

Corina Pfeil, 18904 68th Avenue NE, Kenmore.

Ms. Pfeil stated that she was on the Legislation and Advocacy Committee for the Inglemoor PTSA. She spoke about the voter registration outreach program.

John Hendrickson, 5919 NE 202nd Lane, Kenmore.

Mr. Hendrickson spoke to the Council about the PAUE resolution. He also played a recording to the Council of a conversation with Councilmember Herbig and Senior Planner Lauri Anderson.

Mayor Baker asked Mr. Hendrickson to put his comments in writing by the end of the week to the City Attorney regarding his allegations of an OPMA violation at previous meetings.

CONSENT AGENDA

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

The consent agenda included the following:

The Following Checks and Electronic Payments are Approved for Payment:

Total Check Numbers 36784 through 36888 in the Amount of \$267,221.70.

Total Payroll Electronic Deposits Dated 04/28/2017 in the Amount of \$78,424.24.

Electronic Funds Transfer - Investment Purchase Dated 4/28/17 in the Amount of \$1,000,750.00.

City Council Meeting Minutes of April 17, 2017 and April 19, 2017

Authorize the City Manager to Execute Contract No. 17-C1685 with Alcalde & Fay for Federal Government Relations Consulting Services

Authorize the City Manager to Execute Change Order No. 2 to Agreement No. 17-C1654 with Iron Creek Construction, LLC for Arrowhead Drive and 82nd Avenue Improvements in the Amount of \$3,921

PUBLIC HEARING

Ordinance 17-0436 Relating to the North Subarea of the Regional Business Zone, and Continuing the Temporary Elimination of the Road Impact Fee and Minimum Parking Space Requirements for Changes of Use of Existing Buildings in Such Zone ("Pilot Program") and Expansion of the Pilot Program to Include Temporary Elimination of Frontage Requirements - Samantha Loyuk, Associate Planner

Planner Loyuk explained that on July, 27, 2015, pursuant to Ordinance No. 15-0398, the City adopted a pilot program to temporary eliminate the road impact fee and the minimum parking space requirement for non-residential changes of use of existing buildings in the RB North zone, east of 68th Avenue NE. Ordinance No. 15-0398 was for an 18-month period and automatically expired on its own terms effective December 31, 2016. A condition of Ordinance No. 15-0398, to eliminate the onsite parking requirement, was that the business owner must pay the City \$7,500 per year, up to five years, for the City to use for parking-related purposes (including parking enforcement). During the initial period, one new business took advantage of the pilot program. The City believes that the program played an important role in encouraging new business growth in the RB North zone and anticipates continued business growth should the proposed ordinance be approved. On March 13, 2017, Development Services staff brought forth

a draft proposal for City Council feedback and direction. The Council generally supported the ordinance and recommended minor changes, specifically in terms of the one-time payment of \$7,500. The ordinance has been revised accordingly (see Section 3 of the ordinance). Ordinance 17-0436 proposes to renew and revamp the 2015 pilot program to include temporary elimination of the road impact fee, frontage requirements, and minimum parking space requirements for changes of use of existing buildings in the RB North zone. Like its predecessor, the new pilot program is temporary and effective through December 31, 2019. The temporary nature of the program allows council to evaluate the reasonableness and appropriateness of the road impact fee, parking requirements and frontage requirements and their respective impact on new business in the RB North zone.

Mayor Baker opened the public hearing for public comment at 7:51 p.m.

Ethan Savaglio, 3749 SW 99th Street, Seattle.

Mr. Savaglio spoke again about the pilot program. He asked the Council what assurance he would have that the fees won't go up at the end of this extension on January 1, 2020.

Mayor Baker closed the public hearing at 7:58 p.m.

Council and staff engaged in a discussion.

BUSINESS AGENDA

Ordinance 17-0436 Relating to the North Subarea of the Regional Business Zone, and Continuing the Temporary Elimination of the Road Impact Fee and Minimum Parking Space Requirements for Changes of Use of Existing Buildings in Such Zone ("Pilot Program") and Expansion of the Pilot Program to Include Temporary Elimination of Frontage Requirements - Samantha Loyuk, Associate Planner

MOTION: Councilmember Herbig made a motion to approve Ordinance 17-0436 Relating to the North Subarea of the Regional Business Zone, and Continuing the Temporary Elimination of the Road Impact Fee and Minimum Parking Space Requirements for Changes of Use of Existing Buildings in Such Zone ("Pilot Program") and Expansion of the Pilot Program to Include Temporary Elimination of Frontage Requirements, Councilmember Smith seconded the motion. The motion passed unanimously.

STAFF REPORT

Municipal Broadband Memorandum - Nancy Ousley, Assistant City Manager

Assistant City Manager Ousley explained that the City Council requested that "staff prepare a Request for Proposal for a consultant to look at what it would take to provide a municipal broadband system for Kenmore citizens."

This item is not budgeted for consultant funds in this biennium and is not in the current work plan. Further clarification from the Council on the request is needed before we proceed with issuing a Request for Proposal or spend additional staff time researching Municipal Broadband.

Staff also wants to confirm if the Council is interested in municipal wifi as a primary topic for research.

Council discussed the below options and they are grouped by anticipated cost and staff resources required:

1. Proceed with a Request for Proposal for consultant services to assess and recommend the actions needed to provide a municipal broadband service system for Kenmore: depending on the scope of the project, this would require a budget appropriation in addition to staff time to manage the contract and project. We would return for clarification and confirmation from the Council on what should be included in the scope and product of the project.
2. Learn more about the Planning tool developed by US Department of Commerce and possibly pursue this option. This would not preclude doing a RFP in the future. This would require staff resources and a potential commitment to launch a planning effort.
3. Review current regulations and identify potential changes that would streamline deployment of broadband services. This would require additional staff time, legal review and addition to the work program.

4. Assess current internet speeds and reliability available to Kenmore businesses and residents through commonly available measurement tools and start a dialogue with interested residents and businesses. This could include a Council study session or panel discussion on broadband deployment.

5. Engage with current franchisees on deployment plans for broadband internet services. For example, Wave is a Kenmore franchisee that is active in installing broadband service in Seattle.

6. Join Next Century Cities (Next Century Cities is an organization that consists of Mayors and municipal leaders of cities throughout the US that are committed to providing reliable high speed internet service. Seven Washington cities are Next Century Cities members: Arlington; Burlington; Chewelah; Mt. Vernon; Seattle and Vancouver. Membership is free of charge)

7. No further action on the Council request

Staff's recommendation is Option 5 and 6 if Council is interested in pursuing some action on broadband services in the short term. If the Council prefers options with higher resource requirements, a mid-biennium budget proposal would be prepared for consideration.

Council discussed the options. The consensus of the Council was to go with Option 5 & 6. A few Councilmembers expressed interest in Option 4. Staff will look into Option 4 a little further.

Lidar Update - Bryan Hampson, Development Services Director

Day for University of Washington Tacoma Science Camp Students

St. Edward State Park Ballfields Update

CITY COUNCILMEMBER REPORTS, COMMENTS & INITIATIVES

Councilmember Sperry suggested an award page for the City's website. Kenmore is an award-winning City.

Mayor Baker reported on a few meetings he has attended. He also confirmed with the Council that no one is attending the AWC Conference in June.

ADJOURNMENT

Mayor Baker adjourned the meeting at 8:57 p.m.

David Baker, Mayor

ATTEST:

Kelly M. Chelin, City Clerk



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

Subject/Topic: Authorize City Manager to Execute Contract 14-C1261 (Amendment #3), an Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations Proposed Council Action/Motion: Motion to Authorize City Manager to Execute Contract 14-C1261 (Amendment #3), an Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations	For Council Meeting Agenda of: <u>June 19, 2017</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson, Development Services Director</u> Initial & Date Approved by Department Head: <u>BA 6/5/17</u> Approved by City Attorney: <u>[Signature]</u> Approved by Finance Director: <u>[Signature]</u> Approved by City Manager: <u>[Signature]</u> Exhibit: Amended Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations, Contract No. 14-C1261 (Amendment #3).			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Expenditure Required \$NA</td> <td style="width: 33%; border: none;">Amount Budgeted \$NA</td> <td style="width: 33%; border: none;">Appropriation Required \$NA</td> </tr> </table>		Expenditure Required \$NA	Amount Budgeted \$NA	Appropriation Required \$NA
Expenditure Required \$NA	Amount Budgeted \$NA	Appropriation Required \$NA		
<u>INFORMATION/BACKGROUND:</u> On October 13, 2014, the Council authorized the City Manager to Execute Contract 14-C1261, an Interlocal Agreement Between the City of Kenmore and Puget Sound Clean Air Agency for Cooperative Odor Complaint Investigations. The original agreement was initially for a period of six (6) months. On July 13, 2015, the agreement was extended another year. On May 23, 2016 Council authorized the City Manager to extend it for another year, through May 23, 2017. Staff recommends extending the agreement again, this time for a five-year period, through June 30, 2022. Same as before, during this period Puget Sound Clean Air Agency may still respond to and investigate air quality complaints within Kenmore. Kenmore will be authorized, on a non-exclusive basis, as Kenmore staff time and resources permit at the sole discretion of the Kenmore City Manager or his/her designee, and on behalf of the Puget Sound Clean Air Agency, to conduct odor complaint investigation activities detailed in the Agreement. During the period of the Agreement either party may terminate the agreement with 30-day notice.				

2016-002-3

**INTERLOCAL AGREEMENT FOR COOPERATIVE ODOR
COMPLAINT INVESTIGATIONS**

City of Kenmore Contract No. 14-C1261 (Amendment #3)

THIS INTERLOCAL AGREEMENT FOR COOPERATIVE ODOR COMPLAINT INVESTIGATIONS is made and entered into on this ____ day of June, 2017, by and between the City of Kenmore [hereinafter "Kenmore"], a municipal corporation, and the Puget Sound Clean Air Agency [hereinafter "PSCAA"], a multicounty public agency.

RECITALS:

A. The PSCAA is a multicounty air pollution control agency organized and activated in accordance with Chapter 70.94 RCW. Kenmore is located within the boundaries and the jurisdiction of the PSCAA.

B. The purpose and the public policy of the PSCAA is to secure and maintain such levels of air quality as will protect human health and safety, to prevent injury to plant and animal life and property, and to foster the comfort and convenience of the area's inhabitants.

C. Pursuant to the authority of RCW 70.94.141, the PSCAA has previously adopted Regulation 1 to control the emission of air contaminants from all sources within the agency's jurisdiction, to provide for the uniform administration and enforcement of said Regulation, and to carry out the requirements and purposes of the Washington Clean Air Act and the Federal Clean Air Act.

D. Section 9.11 of said Regulation 1 states, in part, as follows:

- (b) With respect to odor, the Agency may take enforcement action under this section if the Control Officer or a duly authorized representative has documented all of the following:
 - (1) The detection by the Control Officer or a duly authorized representative of an odor at a level 2 or greater, according to the following odor scale:
 - level 0 - no odor detected;
 - level 1 - odor barely detected;
 - level 2 - odor is distinct and definite, any unpleasant characteristics recognizable;
 - level 3 - odor is objectionable enough or strong enough to cause attempts at avoidance; and
 - level 4 - odor is so strong that a person does not want to remain present.

2016-002-3

- (2) An affidavit from a person making a complaint that demonstrates that they have experienced air contaminant emissions in sufficient quantities and of such characteristics and duration so as to unreasonably interfere with their enjoyment of life and property; and
- (3) The source of the odor.

E. Kenmore and the PSCAA have determined that their mutual goal of ensuring clean air for Kenmore's citizens would be more efficiently attained if some of the odor complaint investigations described in Regulation 1, Section 9.11 (b) could be conducted by Kenmore within its jurisdiction, on behalf of the PSCAA.

F. Kenmore and the PSCAA are desirous of entering into an agreement to memorialize the terms and conditions under which Kenmore may conduct said odor complaint investigations on behalf of the PSCAA. In compliance with and under the authority of Chapter 39.34, RCW, the purpose of this Agreement is to specify said terms and conditions.

G. Given that (1) promoting and enforcing air quality is the primary responsibility of the PSCAA and not of Kenmore, (2) Kenmore is not mandated by State Law to investigate or enforce air quality complaints on behalf of the PSCAA, (3) Kenmore has limited resources, and (4) the full impact and workload requirement for Kenmore to handle air quality complaint investigations is unknown, this Agreement should be considered a temporary trial arrangement with a fixed end date and with the right of Kenmore or the PSCAA to terminate this Agreement at any time within the parameters set forth below.

Now, therefore, in consideration of the mutual promises made herein, it is hereby agreed as follows by the parties:

1. Odor Complaint Investigations. The PSCAA hereby authorizes Kenmore, on a non-exclusive basis, as Kenmore staff time and resources permit at the sole discretion of the Kenmore City Manager or his/her designee, and on behalf of the PSCAA, to conduct odor complaint investigation activities detailed in Regulation 1, Section 9.11(b) of the PSCAA, including but not limited to:

1.1 Quantifying the odor detected according to the following scale, on a written form furnished by the PSCAA:

- level 0 - no odor detected;
- level 1 - odor barely detected;
- level 2 - odor is distinct and definite, any unpleasant characteristics recognizable;
- level 3 - odor is objectionable enough or strong enough to cause attempts at avoidance; and
- level 4 - odor is so strong that a person does not want to remain

2016-002-3

present.

1.2 Interviewing the complainant(s) and obtaining from him/her/them a signed affidavit or other formal statement which describes the odor, the source of the emission, the person who the complainant believes is responsible for causing or allowing the odor, and distress or ill effects caused by the odor. Said affidavit or statement shall be completed on a form furnished to Kenmore by the PSCAA.

1.3 Determining and documenting the source of the odor, to the best of Kenmore's knowledge.

1.4 Prior to any investigation conducted by Kenmore, PSCAA shall provide all necessary training to Kenmore personnel who are tasked with conducting such investigations.

2. Submittal to PSCAA. With respect to each individual complaint, at such time as Kenmore has completed the investigation activities described in Section 1 above, Kenmore shall submit to the PSCAA any written documentation pertaining to said complaint. In its sole discretion, the PSCAA shall then determine whether or not to initiate any enforcement action.

3. Other Remedies. Nothing in this Agreement shall be construed to impair any cause of action or legal remedy which Kenmore may have for injury or damages arising from the emission of any odor in such place, manner or concentration as to constitute air pollution or a nuisance.

4. Agency Authority. Except as otherwise provided herein, neither party shall have agency authority to act for or bind the other party in any matter. This Agreement does not preclude or discourage the PSCAA from responding to and investigating air quality complaints within Kenmore. The PSCAA recognizes that Kenmore may not have the time and resources, given other competing Kenmore priorities, to respond to all air quality complaints in Kenmore.

5. Responsible Official. The Kenmore official responsible for conducting odor complaint investigations shall be the City Manager or his/ her designees. For purposes of Regulation 1, Section 9.11(b), said official(s) shall be the "duly authorized representative" of the PSCAA referenced therein.

6. Financing. The cost of conducting the odor complaint investigations performed by Kenmore described in Section 1 above shall be borne exclusively by Kenmore. The cost of any enforcement action taken as a result of the investigation shall be borne exclusively by the PSCAA.

7. Administrator. The administrator of this Agreement shall be Kim Cole of the PSCAA, or her successor, and she or her successor shall be responsible for administering the cooperative undertaking described herein.

2016-002-3

8. Duration and Termination. This Agreement shall continue in full force and effect from the effective date of this Agreement through June 30, 2022; provided that at any time during this Agreement either party may give the other party thirty (30) days written notice of the former's intent to terminate this Agreement. Upon the termination of this Agreement, Kenmore shall submit to the PSCAA any written documentation secured with respect to an ongoing complaint investigation.

9. Notices. All notices and other communications hereunder shall be deemed to have been duly given if delivered or mailed, certified mail, with postage prepaid (a) if to Kenmore, to:

City of Kenmore
Bryan Hampson
Development Services Director
18120 68th Ave NE
Kenmore, WA 98028

or to such other person or place as Kenmore shall furnish to the PSCAA in writing, or (b) if to the PSCAA, to:

The Puget Sound Clean Air Agency
Kim Cole
Supervising Inspector
1904 Third Ave, Ste 105
Seattle, WA 98101

or to such other person or place as the PSCAA shall furnish to Kenmore in writing.

10. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. Counterparts. This Agreement may be signed in two counterparts and, if so signed, shall be deemed one integrated Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

13. Amendment. This Agreement may not be modified or amended except by writing signed by both parties hereto.

2016-002-3

14. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors and assigns, but no right or obligation arising hereunder may be assigned or transferred by any party without the prior written consent of the other party.

15. Governing Law. This Agreement shall be interpreted in accordance with the laws of the state of Washington.

16. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

17. Filing. Pursuant to RCW 39.34.040, this Agreement shall be filed with the King County Division of Records or alternatively, listed by subject on the PSCAA and Kenmore web sites or other electronically retrievable public sources.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

CITY OF KENMORE

PUGET SOUND CLEAN AIR AGENCY

By: Rob Karlinsey
Title: City Manager
Date: _____

By: Steve Van Slyke
Title: Director – Compliance
Date: _____

APPROVED AS TO FORM BY:

APPROVED AS TO FORM BY:

Rod Kaseguma, City Attorney
Date: _____

Jennifer Dold, General Counsel
Date: _____

Subject/Topic:
Ordinance 17- 0439 Repealing KMC Chapter
2.35 and Dissolving the Library Advisory Board

Proposed Council Action/Motion: Approve,
deny or modify the attached
Ordinance 17-0439 Repealing Chapter 2.35
Library Advisory Board of the Kenmore
Municipal Code

Appropriation Required \$0

VII. C. Ordinance 17-0439 Repealing Kenmore Municipal Code C...

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 17-0439**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
RELATING TO THE LIBRARY ADVISORY BOARD, REPEALING
CHAPTER 2.35 OF THE KENMORE MUNICIPAL CODE, AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City established a Kenmore Library Advisory Board (KLAB) in 2007 to serve in an advisory capacity to the board of trustees of the King County Library System and to local library officials, and to report to the City Council as deemed necessary; and

WHEREAS, the KLAB was formed by then director Pill Ptacek, before the Library was built in July of 2011; and

WHEREAS, KLAB members were instrumental in getting the Library built and saving the U. S. Post Office, primarily by activating the community; and

WHEREAS, since the opening of the Library, KLAB has struggled to find a purpose; and

WHEREAS, the Friends of the Library group holds book sales to raise funds for and support library services; and

WHEREAS, after thoughtful consideration, the KLAB at its May 2, 2017 meeting voted to recommend the dissolution of the Library Advisory Board to the City Council;

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

Section 1. Repealer. Chapter 2.35 of the Kenmore Municipal Code is repealed and the Library Advisory Board is dissolved.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of the publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
___ DAY OF JUNE, 2017.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

Approved as to form:

Rod Kaseguma, City Attorney

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

ORDINANCE NO.: _____

DATE OF PUBLICATION: _____

EFFECTIVE DATE: _____



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Consideration of Kenmore Municipal Code (KMC) changes addressing vegetation and sidewalk maintenance

For Council Meeting Agenda of: June 12, 2017

Department: Public Works

Prepared by: Brett Schock, PE

Proposed Council Action/Motion:

Feedback on Kenmore Municipal Code changes addressing vegetation and sidewalk maintenance.

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & Date

KMO 6/2/17

via email

me/6/2/17

RJR

Exhibits/Attachments:

Attachment A – Draft of Proposed Kenmore Municipal Code (KMC) changes

Expenditure Required

\$0

Amount Budgeted

\$0

Appropriation Required

\$0

INFORMATION/BACKGROUND:

On March 13, 2017, City staff spoke with City Council about two policies, vegetation and sidewalk maintenance within the right of way. For both policies, staff reviewed the current code and practices of the City. The Kenmore Municipal Code (KMC) places responsibility for vegetation management and sidewalk maintenance on the adjacent property owner.

City staff compared the Kenmore policies to those of the neighboring cities of Shoreline, Kirkland and Bothell. In each of these cities, vegetation maintenance is the responsibility of adjacent property owners and expectations of each city for maintenance are defined. Sidewalk maintenance responsibility differs between these cities. Kirkland and Shoreline allow for assessing the costs of repair to the adjacent property owner if the cause of sidewalk damage is on private property. Bothell's code matches Kenmore's.

In March, City staff asked the City Council for feedback on recommended changes to the KMC and City operations. In general, City Council desires to continue existing City practices regarding vegetation maintenance and take on a more proactive program of sidewalk maintenance. The proposed code changes included in Attachment A address the feedback received from the City Council at the March 13, 2017 meeting. KMC addresses these topics in the following sections:

Vegetation maintenance

- 8.35.010 Public Nuisances – Unlawful public nuisances declared
- 12.70.010 Sidewalks, Planting Strips and Street Trees – Definitions
- 12.70.040 Sidewalks, Planting Strips and Street Trees – Planting strip maintenance
- 18.30.240 Development Standards – General – Sight distance requirements

Sidewalk maintenance

- o 12.70.020 Sidewalks, Planting Strips and Street Trees – Sidewalk – Repair determination – Responsibility and costs
- o 12.70.030 Sidewalks, Planting Strips and Street Trees – Sidewalk – Notice to repair – Cost assessment

Vegetation Maintenance

The City Council's feedback on vegetation maintenance at the March 13, 2017 meeting was to:

1. Maintain the current reactive program of vegetation maintenance.
2. Provide more direction and guidance for the expectations of property owner vegetation maintenance.

The City Council feedback is incorporated into the KMC with the following changes:

1. **Section 8.35.010** is changed to define vegetation as a public safety hazard when the City Manager, or designee, identifies a safety concern. A reference is also added to the maintenance requirements of Section 12.70.040.
2. The definition of "planting strip" in **Section 12.70.010** is expanded with a third category, defining the planting strip as the portion of right of way between the edge of pavement and the private property right of way line if no other pavements are existing. Language is also added to this section allowing for planting strips to be left in a natural state, if other maintenance requirements are met.
3. **Section 12.70.040** clarifies the City's expected maintenance requirements. Property owners must allow the use of the right of way by the public. The minimum width of pedestrian way (4 feet) outside of the vehicle travel lane is defined. The minimum vertical vegetation clearance over pedestrian paths (8 feet) and vehicle paths (11 feet) is defined.
4. The assessment of the cost of vegetation maintenance performed by the City because of a lack of property owner response is left to the discretion of the City Manager.
5. **Section 18.30.240** is revised to include a reference to the planter strip definitions in Chapter 12.70.
6. There is also language that allows the City to maintain right of way vegetation, at the City Manager's discretion.

The redlined proposed changes to the KMC are included as Attachment A.

Sidewalk Maintenance

The City Council's feedback on sidewalk maintenance at the March 13, 2017 meeting was to:

1. Change to a proactive program of sidewalk maintenance.
2. Change the KMC responsibility for sidewalk repair to the City when the cause of damage is in the public right of way or cannot be identified as being on private property.
3. Leave the KMC responsibility for sidewalk repair by property owners in place when the cause of damage is found to be on private property or as a result of private property owner activity.

The City Council feedback is incorporated into the KMC with the following changes:

1. **Section 12.70.020** is changed allowing the City Manager, or designee, to conduct an assessment to determine the cause of damage to a sidewalk.
 - a. The changes allow the City to make the sidewalk repairs at no expense to the property owner if the cause of sidewalk damage is determined to be in the public right of way.
 - b. The City retains the ability to assess the costs of the repair to the property owner if the cause of sidewalk damage is determined to be on private property and the property owner refuses the opportunity to complete the repairs on their own. Repair of sidewalks by the property owner would require a right of way permit and need to meet City standards for sidewalk construction.
2. **Section 12.70.030** is changed to take the assessment by the City Manager, or designee, into account where determining the assignment of costs to the private property owner. The Section is also amended to add an appeals process through the Public Works Director and City Manager of any assigned costs to repair sidewalks.

The redlined proposed changes to the KMC are included as Attachment A.

The City's proactive program would include the following elements:

- Review and complete the survey of the existing condition of all sidewalks (started in 2015).
- Development of a prioritized program of repairs, within budget limits, based on the survey.
- Construction of repairs every other year (once a biennium).

City Council Action

City staff requests Council feedback on the KMC changes to address vegetation and sidewalk maintenance. Due to advertising and review timelines, staff will bring the proposed ordinance back to Council for a public hearing and adoption at a later date.

FISCAL CONSIDERATION:

The City will incur additional costs for sidewalk maintenance, including the costs of finishing the survey of existing sidewalk.

A budget of \$50,000 per year, starting in 2018 and continuing into the 2019-20 biennium, is recommended to begin to address sidewalk maintenance issues. This amount of resources is outside of currently budget items and would require a budget amendment and appropriation by the City Council.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

1. To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel



City Council Business Agenda Item
City of Kenmore, WA

Attachment A – Draft of Proposed Kenmore Municipal
Code (KMC) changes

Changes are proposed to the following sections from the Kenmore Municipal Code. Each section is an excerpt of the full language of the Kenmore Municipal Code.

- Existing text is in black and white
- Added text is in red and underlined
- ~~Removed text is in red and struck-through~~

KMC Chapter 8.35
PUBLIC NUISANCES

8.35.010 Unlawful public nuisances declared.

It shall be a public nuisance for any person owning, occupying, leasing or having charge or possession of any property in the City to maintain or allow to be maintained on such property any of the following conditions:

A. Vegetation and landscaping which constitute health, fire or other public safety hazards:

1. The accumulation of weeds contained in the then-current King County Noxious Weeds List or contained within then-current Chapter 16-750 WAC, Noxious Weed List Classes A, B, C.
2. Neglected or improperly maintained landscaping visible from a public street, sidewalk or right-of-way, including but not limited to dead, debris-laden, weed-infested or overgrown vegetation, such as trees, shrubs, hedges, grass and ground covers, or vegetation dying as a result of physical damage, disease, insect infestation or lack of water. For purposes of this subsection, a lawn area shall be deemed overgrown if 50 percent or more of its area exceeds 12 inches in height.
3. Any vegetation that is:
 - (i) growing rampant and unmaintained so as to provide unsightly, unsanitary and/or unsafe conditions; ~~i~~
 - (ii) is destructive to other vegetation; ~~or~~
 - (iii) that block public rights-of-way as described in KMC 12.70.040;
 - (iv) ~~or~~ threatens to invade neighboring properties.

KMC Chapter 12.70 SIDEWALKS, PLANTING STRIPS AND STREET TREES

12.70.010 Definitions.

Terms used in this chapter with relation to sidewalks, planting strips and curbs shall have the meanings as set forth in this section:

A. "Abutting property" means property having a frontage upon the sides or margins of any street or right-of-way.

B. "Curb" means a cement, concrete or asphaltic concrete raised structure designed to delineate the edge of the streetway pavement and to separate the vehicular portion from that provided for pedestrians and to control surface drainage control.

BC. "Planting strip" means that portion of the right-of-way which lies:
1. Behind the curb line and between the curb line and the sidewalk; or
2. Between the sidewalk and the right-of-way line, or
3. Between the edge of pavement and the right-of-way line where sidewalks and/or curb are not present,
~~used for the planting of trees, grass, shrubs or ground cover.~~

D. "Public works director" means the public works director, or designee.

CE. "Sidewalk" means that property between the curb line and the adjacent abutting property, set aside and intended for the use of pedestrians, improved by paving with cement concrete or asphaltic concrete. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.010).]

12.70.020 Sidewalk – Repair determination – Responsibility and costs.

A. Whenever a portion of any public street, including any boulevard, avenue, lane or place, is improved by a sidewalk thereon, and the sidewalk shall have become unfit or unsafe for public travel, the city manager department of public works may determine that the reconstruction or repair of that portion of sidewalk is necessary for the public safety and convenience. If the city manager makes such a determination, the city manager also shall determine the cause of the damage to such sidewalk.

B. If the city manager, department does so finds that damage to the sidewalk results from activities on or use of the abutting privately-owned property or actions or omissions of the abutting private property owner (examples include roots from trees not planted by any public entity, private vehicle traffic at driveways, etc.), the duty, burden and expense of reconstruction or repair shall be the responsibility of the abutting property owner; provided, that the abutting property owner shall not be responsible for any construction or repair charged with any costs of repair in excess of 25 percent of the valuation of the abutting property, exclusive of improvements.

C. If the City Manager, or designee, does so find the cause of damage to the sidewalk lies on public property, within the right-of-way, or can be identified as placed by a public entity, the duty, burden and expense of repair shall be the responsibility of the City.

D. The city manager shall prepare a written order of the city manager's determinations under this Section. This chapter and the city manager's determinations shall constitute the "resolution" identified in Chapters 35.68, 35.69 and 35.70 RCW. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.020).]

12.70.030 Sidewalk – Notice to repair – Cost assessment.

Whenever the ~~city manager~~ department of public works has determined that a portion of a sidewalk has become unfit or unsafe for public travel, that reconstruction or repair is necessary for public safety and convenience, and that the abutting property owner is responsible for reconstruction or repair pursuant to KMC 12.70.020 (B), the public works director shall serve give a written notice on of the determination to the owner of the abutting property. The notice shall:

- A. , instructing the owner to reconstruct or repair the sidewalk in accordance with standard plans and specifications which shall be attached to the notice.;
- B. Specify a reasonable time for the reconstruction or repair;
- C. Require the owner to provide an estimate of the cost of the reconstruction or repair before commencement of the reconstruction or repair;
- D. Advise the owner that the public works director must approve plans for reconstruction or repair before the owner commences reconstruction or repair, so that the City can determine whether the 25 percent limit of KMC 12.070.020(B) is met;
- E. Advise the owner that the City may require the owner to revise the plans for reconstruction or repair to comply with the 25 percent limit of KMC 12.70.020(B);
- F. State that if the owner fails to reconstruct or repair within the time period specified, the public works director will complete the reconstruction or repair at the owners' expense;
- G. State that if the public works director completes the reconstruction or repair, the public works director will determine the cost to be charged to the owner; and
- H. State that the city manger will hear protests to the determination of the owner's responsibility for reconstruction or repair, and the public works director will hear protests to the cost to be charged to the owner, at a time and place and in a manner established by the city manager or public works director, as applicable.

The notice ~~may shall~~ be delivered ~~in person~~ to the owner, ~~or~~ to the resident of the property, or delivered by mail to the ~~last known address of the property owner~~ recorded tax address. If the owner is unknown, a copy of the notice shall be posted in a conspicuous place on the portion of the street where the reconstruction or repair is to occur. Before commencing reconstruction or repair, the owner must provide to the public works director the plans for the reconstruction or repair, together with an estimate of the cost of the reconstruction or repair and information from which the public works

director may determine the valuation of the abutting property, exclusive of improvements. The public works director may require the owner to provide additional information to determine such valuation, at the cost of the owner. If the public works director determines that the cost of the reconstruction or repair will exceed 25 percent of such valuation, the owner must modify the plans for the reconstruction or repair so that the cost of the work does not exceed 25 percent of such valuation. The owner shall not commence the reconstruction or repair until the public works director has approved the modified plans.

If the owner fails to perform the approved reconstruction or repair within the time period stated in the notice, or a different time period approved by the public works director, the public works director shall complete the reconstruction or repair. After completion, the public works director shall determine the cost to be charged to the owner, and the time and manner of payment thereof; provided, that the cost shall not exceed 25 percent of the valuation of the abutting property, exclusive of improvements. The public works director shall give notice of the cost to the owner. The notice shall:

- A. State the cost to be charged to the owner, and the time and manner of payment thereof;
- B. Include supporting documentation for the cost;
- C. Advise the owner that the cost cannot exceed 25 percent of the valuation of the property, exclusive of improvements;
- D. State that the public works director will hear protests to the determination of cost, at a time and place and in a manner established by the public works director.

The approved cost shall become a lien upon the property. The lien shall be collected in the manner as provided by law for collection of local improvements assessments.

The owner may appeal the city manager's determination of responsibility for the reconstruction or repair, and may appeal the public works director's determination of cost, by filing a notice of appeal with the city manager or the public works director, as applicable, within 10 calendar days after entry of the city manager's or public works director's determination. The city manager or public works director shall consider the owner's protests at a time and place and in a manner determined by the city manager or public works director. The city manager or public works director shall give notice of the date, time, place and manner of consideration of the protests to the owner at the owner's recorded tax address. After the protest consideration, the city manager or public works director shall issue a decision, which shall be the City's final decision on the owner's responsibility for reconstruction or repair or the cost. ~~improvements are to be made.~~ The notice shall specify a reasonable time for such construction or reconstruction and shall also state that in the event the project is not completed within the time period specified, the department of public works will proceed to have the improvements completed. Following completion, the department will report to the council an assessment roll showing the lots or parcels abutting the project and the name of the owner(s). Upon expiration of the normal time for hearing protests as specified in RCW 36.88.090, the council shall assess the cost for the improvement

~~against the abutting property owner which shall become a lien against the property if not paid. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.030).]~~

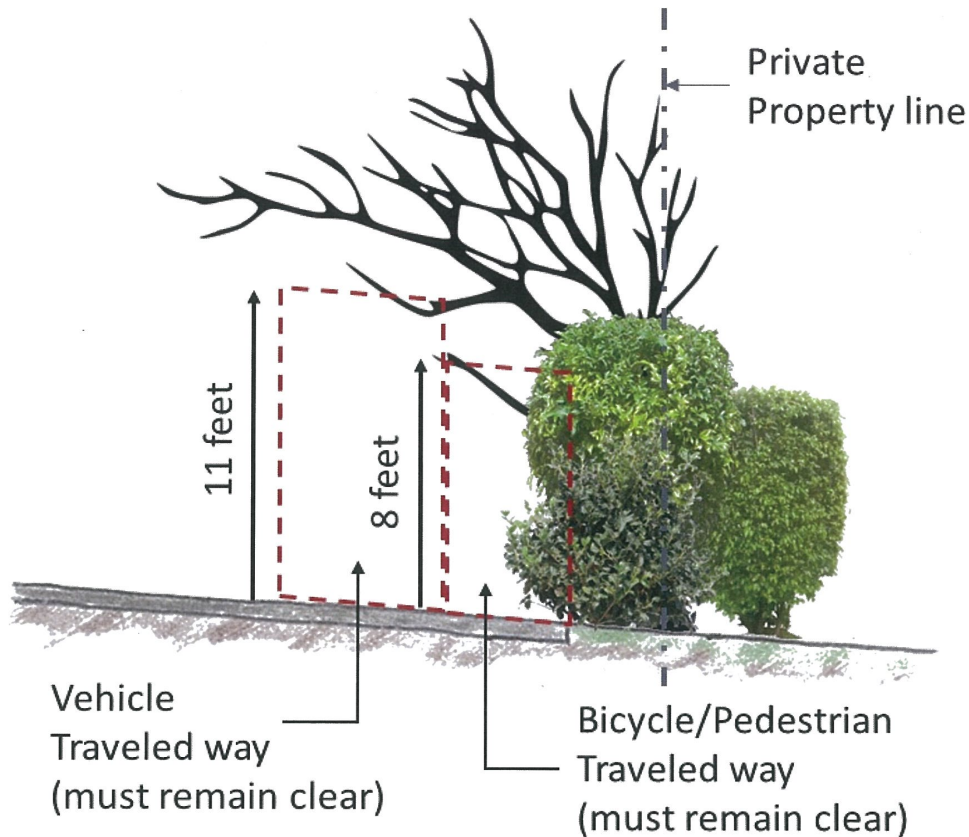
12.70.040 Planting strip maintenance.

Maintenance of planting strips, including trees, tree limbs that protrude over the road and sidewalk, shrubbery, weeds, grass or other ground cover, shall be the responsibility of the abutting property owner. Vegetation in planting strips shall be kept in a condition that does not impair the use by the traveling public of the right-of-way. The use of the right-of-way includes, but is not limited to:

1. Motor vehicles on paved roadways;
2. Bicycles on paved surfaces or designated trails; and
3. Pedestrians on sidewalks, designated paved walkways or other pedestrian paths as determined by the city manager.

Vegetation shall not overhang sidewalks, walkways or bike lanes within 8 feet, measured vertically from any point on the traveled way. Vegetation shall not overhang vehicle lanes within 11 feet, measured vertically from any point on the traveled way.

4. The traveled way (facing private property) for sidewalks, paved walkways or bike lanes shall be defined by the edge of paved surfaces. Other pedestrian paths, as determined by the city manager shall be a minimum of 4' wide.
5. The traveled way for vehicles shall be defined by the edge stripe or edge of pavement where no stripe is present.



Should the ~~city manager~~ ~~director of public works~~ find that such property is not being properly maintained, the city manager shall send a notice ~~shall be forwarded~~ as provided in KMC 12.70.030 specifying a reasonable time within which such maintenance shall be accomplished. If the owner fails to proceed, the department ~~of public works~~ will have the maintenance performed, and the cost ~~will may, at the discretion of the city manager,~~ be assessed against the property owner as provided in KMC 12.70.030.

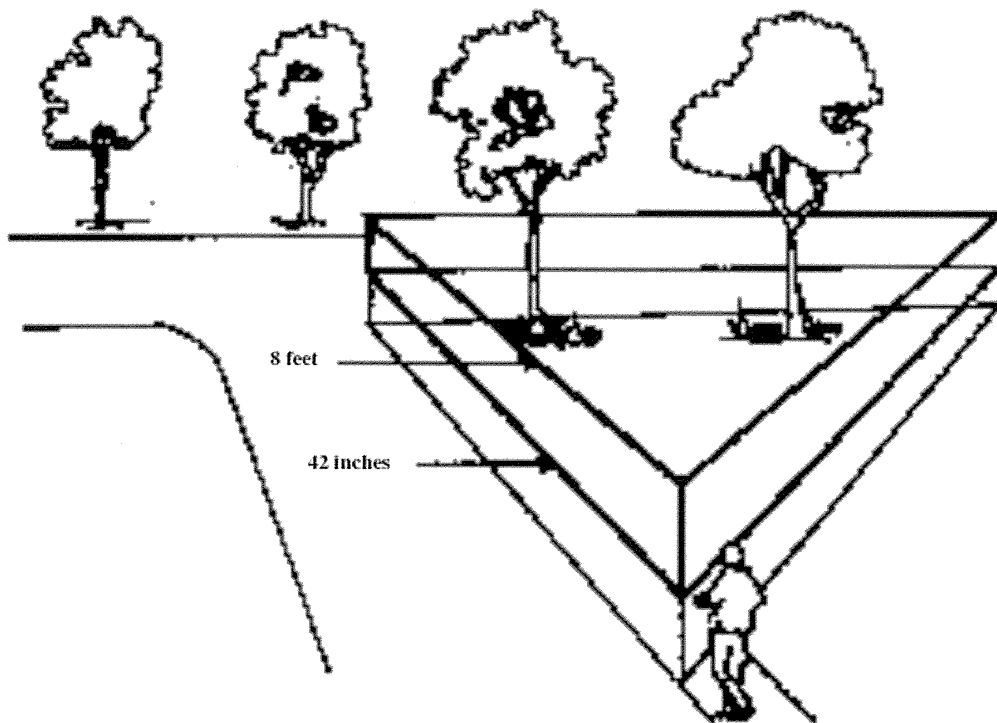
Nothing in this chapter shall preclude the City, at city manager's discretion, from maintaining vegetation in the City right-of-way. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.040).]

KMC Chapter 18.30
DEVELOPMENT STANDARDS – GENERAL

18.30.240 Sight distance requirements.

Except for utility poles and traffic control signs, the following sight distance provisions shall apply to all intersections and site access points:

A. A sight distance triangle area as determined by subsection B of this section shall contain no fence, berm, vegetation, on-site vehicle parking area, signs or other physical obstruction between 42 inches and eight feet above the existing street grade;



NOTE: The area of a sight distance triangle between 42 inches and eight feet above the existing street grade shall remain open.

B. The sight distance triangle at:

1. A street intersection shall be determined by measuring 15 feet along both street property lines beginning at their point of intersection. The third side of the triangle shall be a line connecting the endpoints of the first two sides of the triangle; or

2. A site access point shall be determined by measuring 15 feet along the street lines and 15 feet along the edges of the driveway beginning at the respective points of intersection. The third side of each triangle shall be a line connecting the endpoints of the first two sides of each triangle; and

C. The city manager may require modification or removal of structures or landscaping located in required street setbacks, or the right-of-way, if:

1. Such improvements prevent adequate sight distance to drivers entering or leaving a driveway; and
2. No reasonable driveway relocation alternative for an adjoining lot is feasible; and;
3. Vegetation falls within the bounds of the planting strip defined in Chapter 12.70.

D. If an off-site sight distance triangle is created on adjoining property, the applicant shall obtain an easement from the neighboring property owner for the area of the sight distance triangle and make such modifications as are necessary to provide adequate sight distance for drivers.

E. The city manager may modify any of the requirements of this section as long as public safety is not compromised. [Ord. 11-0329 § 3 (Exh. 1).]

POLICY DISCUSSION: VEGETATION AND SIDEWALK MAINTENANCE

*City of Kenmore, City Council
June 19, 2017*

Vegetation and Sidewalk Maintenance

- Review City Council feedback from March 13, 2017
- Identify proposed code changes to:
 - Clarify vegetation maintenance requirements
 - Change sidewalk maintenance assessment and responsibility

Agenda

VEGETATION MAINTENANCE

Review Council Feedback

March 13, 2017

- Maintain the reactive program
- Clarify expectation of property owner vegetation maintenance

Vegetation Maintenance

Kenmore Municipal Code 8.35.010

- Code section addresses nuisance vegetation
- Add a reference to the revised maintenance requirements

**KMC Chapter 8.35
PUBLIC NUISANCES**

8.35.010 Unlawful public nuisances declared.
It shall be a public nuisance for any person owning, occupying, leasing or having charge or possession of any property in the City to maintain or allow to be maintained on such property any of the following conditions:

A. Vegetation and landscaping which constitute health, fire or other public safety hazards:

1. The accumulation of weeds contained in the then-current King County Noxious Weeds List or contained within then-current Chapter 16-750 WAC, Noxious Weed List Classes A, B, C.
2. Neglected or improperly maintained landscaping visible from a public street, sidewalk or right-of-way, including but not limited to dead, debris-laden, weed-infested or overgrown vegetation, such as trees, shrubs, hedges, grass and ground covers, or vegetation dying as a result of physical damage, disease, insect infestation or lack of water. For purposes of this subsection, a lawn area shall be deemed overgrown if 50 percent or more of its area exceeds 12 inches in height.
3. Any vegetation that is:
 - (i) growing rampant and unmaintained so as to provide unsanitary and/or unsafe conditions;
 - (ii) is destructive to other vegetation; or
 - (iii) that block public rights-of-way as described in KMC 12.70.040.

12.70.040 Planting strip maintenance.
Maintenance of planting strips, including trees, tree limbs that protrude over the road and sidewalk, shrubbery, weeds, grass or other ground cover, shall be the responsibility of the property owner. Vegetation in planting strips shall be kept in a condition that does not interfere with or impair the use by the traveling public of the right-of-way. The use of the planting strip shall not be limited to:
1. Bicycles, sidewalks, designated paved walkways or other pedestrian paths as determined by the city manager.
2. Bicycles, sidewalks or designated trails, and
3. Pedestrian paths, sidewalks, designated paved walkways or other pedestrian paths as determined by the city manager.

Vegetation shall not overhang sidewalks, walkways or bike lanes within 8 feet, measured vertically from any point on the traveled way. Vegetation shall not overhang vehicle lanes within 11 feet, measured vertically from any point on the traveled way.

4. The traveled way (being private property) for sidewalks, paved walkways or bike lanes shall be defined by the edge of paved surfaces. Other pedestrian paths, as determined by the city manager shall be a minimum of 4' wide.
5. The traveled way for vehicles shall be defined by the edge stripe or edge of pavement where no stripe is present.

Vegetation Maintenance

Kenmore Municipal Code 12.70.010

Vegetation Maintenance

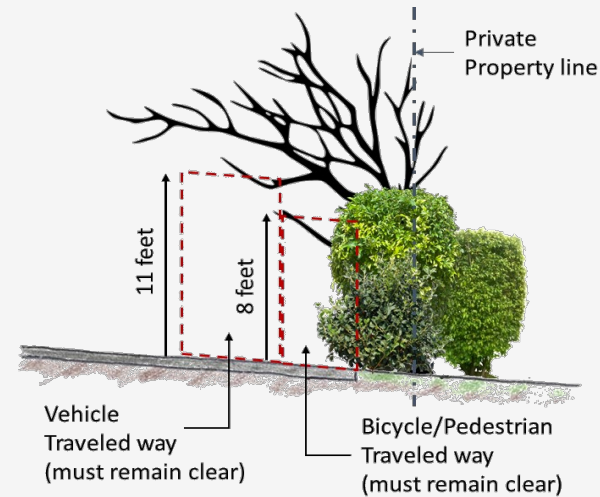
- Clarify limits of property owner responsibility
 - Better meet existing conditions found across the City
- Revise definition of abutting property to match Revised Code of Washington



Kenmore Municipal Code 12.70.040

Vegetation Maintenance

- Define the vegetation maintenance requirements for private property owners
 - Vehicle travel way
 - Bicycle and pedestrian travel way
- Allowance for assignment of cost at the City Manager's discretion
- City vegetation maintenance at the City Manager's discretion



Kenmore Municipal Code 18.30.240

- Code section addresses development standards for sight distance at intersections
- Add a reference to the revised maintenance requirements

12.70.049 Planting strip maintenance.
Maintenance of planting strips, including trees, tree limbs that protrude over the road and sidewalk, shrubbery, weeds, grass or other ground cover, shall be the responsibility of the abutting property owner. Vegetation in planting strips shall be kept in a condition that does not impair the use by the traveling public of the right-of-way. The use of the right-of-way includes, but is not limited to:

1. Motor vehicles on paved roadways;
2. Bicycles on paved surfaces or designated trails; and
3. Pedestrians on sidewalks, designated paved walkways or other pedestrian paths as determined by the city manager.

Vegetation shall not overhang sidewalks, walkways or bike lanes within 5 feet, measured vertically from any point on the traveled way. Vegetation shall not overhang vehicle lanes within 11 feet, measured vertically from any point on the traveled way.

4. The traveled way (the no private property) for sidewalks, paved walkways or bike lanes shall be defined by the edge of paved surfaces. Other pedestrian paths as determined by the city manager shall be a minimum of 4 feet wide.
5. The traveled way for vehicles shall be defined by the edge of the pavement where no stripe is present.

The city manager may require modification or removal of structures or landscaping located within the required street setbacks, or the right-of-way, if:

1. The structures or landscaping prevent adequate sight distance to drivers entering or leaving the roadway; and
2. No reasonable driveway relocation alternative for an adjoining lot is feasible; and
3. Vegetation falls within the bounds of the planting strip defined in Chapter 12.70.

D. If an off-site sight distance triangle is created on adjoining property, the applicant shall obtain an easement from the neighboring property owner for the area of the sight distance triangle and make such modifications as are necessary to provide adequate sight distance for drivers.

E. The city manager may modify any of the requirements of this section as long as public safety is not compromised. [Ord. 11-0329 § 3 (Exh. 1)]

Vegetation Maintenance

Council Feedback

- Confirm that proposed changes address the Council's preferred approach to vegetation maintenance
- Allowance for City Manager's discretion

Vegetation Maintenance

SIDEWALK MAINTENANCE

Review Council Feedback

March 13, 2017

- Proactive program of sidewalk maintenance.
- Property owners remain responsible for sidewalk repair if the cause of sidewalk damage is on private property or due to private property owner activity
- City to assume responsibility for sidewalk repair in all other cases

Sidewalk Maintenance

Kenmore Municipal Code 12.70.020

Sidewalk Maintenance

- Added language to allow for the determination of the cause of sidewalk damage before repairs (and costs) are assigned
 - Tree roots, not planted by a public entity
 - Private vehicle traffic at driveways
- Defines the City Manager's written conclusions on this determination to serve as a "resolution" to assign costs



Kenmore Municipal Code 12.70.030

Sidewalk Maintenance

- Follow RCW language to assign costs based on the results of the determination (KMC 12.70.020)
 - Allow for the assignment as a lien, if necessary
 - Capped at 25% of property valuation
- Property owners may appeal to the Public Works Director



Council Feedback

- Confirm that proposed changes address the Council's preferred approach to sidewalk maintenance
- Discussion of program costs and biannual repair approach

Sidewalk Maintenance

Next Steps

- Incorporate Council feedback into code updates
- Define expectations for vegetated surface water facility maintenance by property owners
- Complete notifications and environmental reviews required for code changes
- Return to Council for a public hearing
- Adopt updated codes



Subject/Topic: Walkways and Waterways Update

Department: Community Development,
Administrative Services and Public Works

Proposed Council Action/Motion: None

Initial & Date

Approved by Department Head: KMO 6/9/17

Approved by City Attorney: NA

Approved by Finance Director: me 6/9/17

Approved by City Manager: ask

Expenditure Required NA

Appropriation Required NA

Kenmore's Proposition 1 Walkways & Waterways passed in November 2016 with 64.09% voter approval, authorizing the City to issue up to \$19.75 million in bonds to pay for five projects that will significantly improve pedestrian and bicycle safety and waterfront improvements. The following provides a status update for each of the five projects:

Estimated Cost: \$800,000

Completion Date: Original estimate 2019. New estimate is 2018, assuming bid award July 2017.

VIII. B. Walkways and Waterways Update - Kris Overleese, Pub...

Progress/Schedule:

7/16 Design began.

11/16 Council approved the revised trail alignment.

3/17 one year extension granted (to 4/28/18) to the Shoreline Permit for starting construction.

5/17 bid advertisement.

7/17 Council authorize contract award (pending responsive, responsible and affordable bid).

Log Boom Park Waterfront Access and Viewing

Estimated Cost: \$3,200,000

Completion Date: Anticipated 2023

Project Description: Improve public access to Lake Washington including beach expansion, new trails and viewpoints, picnic areas, water front pavilion, environmental enhancements, and access for hand-powered watercraft.

Progress/Schedule:

2/17 Design began utilizing consultant Mott MacDonald.

3/17 Field work completed including survey, wetland delineation, and geotechnical soil exploration.

5/17 Staff review of field work findings.

6/17 Staff will coordinate to identify project and code/permit requirements.

8/17 (estimate) meet with regulatory agencies (e.g. Corps of Engineers, Department of Ecology, Muckleshoot Tribe).

9/17 (estimate) public outreach to provide a status update.

Early 2018 - 30% plans and documentation submittal received from consultant.

Squires Landing Waterfront and Natural Open Space Access

Estimated Cost: \$5,150,000

Completion Date: Anticipated 2023

Project Description: 11-acres of new park development to enhance public access to the Sammamish River. Natural open space restoration, trails, boardwalks, and viewing points will connect the park to the river and adjacent Burke-Gilman Trail along NE 175th Street. The project will also add new docks, parking and a restroom.

Progress/Schedule:

2/17 Design began utilizing consultant Mott MacDonald.

5/17 Field work completed including survey, wetland delineation, and geotechnical soil exploration.

5/17 Staff review of field work findings.

6/17 Staff will coordinate to identify project and code/permit requirements.

8/17 (estimate) meet with regulatory agencies (e.g. Corps of Engineers, Department of Ecology, Muckleshoot Tribe).

9/17 (estimate) public outreach to provide a status update.

Early 2018 - 30% plans and documentation received from consultant.

Juanita Drive Sidewalk & Bicycle Lanes Project (NE 170th Street to south City limits)

Estimated Cost: \$12,700,000

Estimated Completion Date: 2020 - 2023

Project Description: Construction of sidewalk and amenity zone on the east side of Juanita Drive, buffered bicycle lanes in each direction and associated walls, stormwater, street lighting, traffic signal improvements, and widening/turn pockets at select locations. The project will be partially funded by the Walkways and Waterways Bond Measure and will require grant funding.

Progress/Schedule to date:

3/17 Design began utilizing consultant HDR.

5/17 Initial field work completed: survey and geotechnical soil exploration.

5/17 Staff review of initial line work/layout.

7/17 Estimated 30% design submittal and cost estimate.

8/17 Transportation Improvement Board (TIB) grant submittal. Limits to be determined.

Fall 2017 - City Council / public open house providing a status update.

68th Avenue NE Sidewalk & Bicycle Lanes Project (NE 182nd Street to north City limits)

Estimated Cost: \$5,100,000

Estimated Completion Date: 2020 – 2023

Project Description: Construction of sidewalk and amenity zone on the west side of 68th Avenue, buffered bicycle lanes in each direction, and associated walls, stormwater and street lighting improvements.

Progress/Schedule to date:

3/17 Design began utilizing consultant KPFF.

5/17 Initial field work completed: survey and wetland delineation.

5/17 Staff review of field work findings.

Fall 2017 - 30% design submittal and cost estimate.

Fall 2017 City Council / public open house providing a status update.

FISCAL CONSIDERATION:

On December 21, 2016, the City issued General Obligation Bonds and received \$9.8M. Costs of issuance paid at closing were \$106,583. It is anticipated that the City will again issue bonds in an amount up to \$10M in late 2019.

Property tax revenues as of the end of May were \$662,072 and the City made its first debt service interest payment on June 1 in the amount of \$137,177. The next payment will be due December 1, 2017 in the amount of \$999,325 which includes both interest and principal.

Now that the 2016 financial report has been completed and submitted to the Washington State Auditors, it will be uploaded to the Municipal Securities Rulemaking Board as part of the City's ongoing disclosure requirements.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council goal 1: To focus and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle and other means of travel.

- Implement the Sidewalk Plan.

Council goal 2: To update and continue to implement the Economic Development Plan, with an emphasis on the following key points:

- Advance Public Access to Water

Council goal 5: To continue to implement a Parks improvement and Financial Plan.

VIII. C. Hangar Building Facility Use Policies - Rob Karlins...

Hangar Building
Facility Use Policies
[Date]

DRAFT

The Town Square and the Hangar community building are intended for the use and enjoyment of Kenmore residents and visitors. This facility belongs to the taxpayers of Kenmore and is intended to provide a location free of charge for them gather, entertain, meet, eat, drink, connect, and just hang out.

Intended uses for the Hangar include the following:

- Meeting up with friends or just hanging out
- Book club meetings
- Recitals
- Lectures
- Musical performances
- Club meetings
- Meeting with clients
- After-school programs
- Classes

The 4,600 square-foot Hangar includes approximately 1,200 square feet in the southeast portion of building for a retail tenant. The current tenant provides coffee products and other drinks, baked goods, and other food offerings.

The Hangar is a gathering place for the public to use free of charge. The Hangar contains a two-sided fireplace, comfortable furniture and table space, free wi-fi, plugins, a sound system, projector and TV, and a large airplane hangar-style door that can remain open on warm summer days. There are two spaces in the Hangar that people can reserve at no cost ("Applicant"). When these spaces are not reserved, they will be available for anyone to use informally for hanging out or meeting friends or a client. These two spaces are:

- The "Beaver" room (the small conference-like room on the east side of the "Otter" gathering area).
- The "Otter" gathering area (adjacent to the large Hangar door and between the fireplace and the north wall of the building).

Policy Compliance & No Discrimination

All who occupy, use, or reserve the Hangar and its public spaces agree to abide by the policies herein. All users of the Hangar and its premises agree not exclude anyone participation in, deny anyone the benefit of, or otherwise subject anyone to discrimination because of the person's race,

gender, color, creed, national origin, religion, marital status, age, sexual orientation, political affiliation or sensory, mental or physical disability.

Utmost Care

All users of the Hangar's public spaces agree to exercise the utmost care in the use of the premises and property, and comply with these facility use policies.

Availability

The Otter and Beaver will be available for public use and reservations during the retail tenant's business hours. The City may allocate certain hours for open public use and designate certain hours not available for reservations. The City may also allow certain events outside of tenant's business hours at the City Manager's discretion.

Public Space and Respect for the Retail Use

All users of the Hangar acknowledge that the public is free to come and go throughout the building. The Hangar includes a retail tenant ("Tenant"), and this Tenant may provide seating for the sole use of its customers. The Tenant's customers may also use other portions of the Hangar, except as described in the following paragraph. During the Tenant's business hours, the Tenant's patrons and the public will be free to enter and exit through all doors of the Hangar, provided that the Volunteer & Events Supervisor may make exceptions with the concurrence of the Tenant and in compliance with building and fire codes.

When using the Otter for an event, an Applicant may limit public entry into the Otter, provided that the public may still enter through all doors and move and gather freely along either side of the fireplace.

City-sponsored events have priority in the Hangar, and the City Manager or his/her Designee reserves the right to cancel any prior reservations or use of the Hangar and/or to suspend any portion of this facility use policy.

Reserving the Spaces in the Hangar

Reservations for the two spaces in the Hangar may be made using City's online reservation system, except as noted below. All Applicants that reserve space in the Hangar must read and acknowledge that they understand and accept all procedures and regulations in the City of Kenmore's Hangar Building Facility Use Policies.

Group meetings of ten (10) or more people must have a reservation to use the Hangar and premises. Reservations for meetings or events that anticipate attendance of less than 30 people should be made at least three working days in advance. For example, a reservation for 2 pm on a Monday should be booked by 2 pm on Wednesday.

Reservations for meetings or events that expect attendance of 30 or more people will require 35 days' advance notice to the City. The purpose of this advance notice is to allow the Tenant enough time to staff and prepare for the event.

When the Otter is reserved, the Beaver will also be reserved for that same event and user, due to their proximity. The Beaver may be reserved without reserving the Otter. On a case-by-case basis and depending on circumstances, the Volunteer and Events Supervisor may approve separate simultaneous rentals of both spaces with the concurrence of both parties.

The City encourages maximum public use of the facility. Except for City sponsored events, individuals or groups may not monopolize any space within the Hangar, with or without reservations. Individuals or groups that reserve space multiple dates at a consistent day and time require approval by the City Manager or designee, at their sole discretion. Reservations may be made no sooner than six months in advance. City sponsored events and meetings or organizations providing services in partnership with the City may reserve the space outside of the reservation windows and for durations as determined by the City.

Typical room reservations will be in one hour increments up to a maximum reservation of three hours. If a group wishes to reserve either space for more than three consecutive hours, approval is required from the City's Volunteer & Events Supervisor at least three working days in advance.

Age of Persons Reserving the Spaces

Any Applicant seeking to reserve either space must be 18 years or older and sign the City's application form. The Applicant must agree to follow and abide by these policies. The Applicant reserving the space must be present during the entire time of the reservation. Groups comprised of minors (under 18 years of age) shall be supervised by a sufficient number of adults at all times while using Hangar facilities and premises. The Applicant reserving the space is considered to be the responsible party in case of damage, theft, or disturbance during use of the Hangar facility.

MEETINGS & EVENTS

Room Set Up, Take Down, and Clean Up

The City is not responsible for room setup or takedown. Those who have reserved the spaces are responsible for room setup and may use the tables and chairs in the two spaces. The City also has a limited number of chairs and tables in the Hangar's storage closet and these may be available for meetings and events with at least three working days advance notice to the City. At the conclusion of the event, the attendees must restore the room to the way they found it prior to the event. Attendees must remove all trash, belongings, and event related materials and leave the facility clean and intact. The Applicant who reserved the space is responsible for cleanup immediately following the event. Cleanup includes returning furniture to its prior location, throwing away trash and bringing it to the dumpster, wiping up spills, and removing food crumbs and other scraps. If additional cleanup beyond routine cleaning by City staff is required, the

Applicant or group will be charged for the City's cost or cleanup and/or may not be allowed to use the facility in the future.

Amplified sound

The Hangar contains a speaker and microphone system. This system may only be set up and operated by the City's Facility Maintenance Technician or other designated and trained City representative. Users of amplified sound must be sensitive and courteous to the retail tenant, its patrons, and other users of the Hangar. The City reserves the right to control the sound level at any time during an event. Amplified sound will generally not be allowed on Saturday and Sunday mornings before 9 am and on weekdays before 7 am.

Audio/Visual

The Hangar also contains a TV and a video projector system. These systems may only be set up and operated by the City's Facility Maintenance Technician or other designated and trained City representative. Groups must bring their own laptops for digital and video presentations.

Display Materials

The Applicant should provide their own easels, flip charts, etc. for displays. See below for restrictions on posting decorations or displays. The Applicant is responsible for removing all display materials prior to leaving the premises.

Decorations

Items may not be affixed to the ceiling, doors, walls, light fixtures or windows. Rice, bubbles, silly string, birdseed, confetti and glitter are not allowed. The Applicant will be charged for the costs of repairing damage resulting from the use of hooks, nails, push pins, staples, tape or other adhesives and may not be allowed to use the facility in the future.

Signage

No exterior or interior signage can be posted on the structure of the Hangar building. Subject to the City's sign code, users may post up to two A-board or small banners near (but not on) the building and no more than one hour in advance of the event. The signs must be removed immediately following the event. The locations of the signs may be adjusted by the City at the City's sole discretion.

Deliveries

The Applicant reserving the space must be present to accept or sign for any deliveries related to the event. No storage space is available in the Hangar for event supplies or equipment.

GENERAL USE POLICIES

Tobacco Use Prohibited

The use of tobacco products is prohibited inside or within 25 feet of any entrance or window to the Hangar.

Marijuana Possession, Sale, or Use Prohibited

The possession, sale, or use of marijuana products is prohibited in the Hangar or premises.

Lawful Activity

All activities must comply with Kenmore Municipal Code, King County Public Health Code, state and federal law.

Firearms Prohibited

Firearms or weapons of any sort will not be allowed in the Hangar or premises. This restriction does not apply to on-duty law enforcement officers.

Flammable Materials

The use of candles or any other type of open flame, flammable materials or fog/smoke machines is prohibited in the Hangar.

Animals

Service animals are welcome in the Hangar. No other animals are allowed in the Hangar unless approved in advanced through a City-sanctioned event.

Indemnification

The Applicant must execute an application online to reserve space in the Hangar and agree to be the responsible party in case of damage, theft, or disturbances arising from the use of the reserved space. The Applicant must agree to indemnify and hold the City, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, action and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected in any way with the Applicant and attendees of the activity, or by the Applicant's or attendees' breach of the rental policies or rental agreement. The City is not responsible for lost, stolen or damaged items.

Not a Public Forum

The Hangar and its premises are not traditional public forums and are intended to be limited public forums. The Hangar contains a retail tenant, and the Hangar floor plan is an open area

space with free flow and overlap of gathering spaces between the Tenant's space and the rest of the facility. As a result, the entire Hangar and its premises should be treated as a retail area where patrons may come and go. The City's acceptance of certain use by the public is not intended to create an open public forum, and the City retains the right to control the use of said facilities.

No Election, Campaign, or Other Political Activity

Pursuant to RCW 42.17A.555, City facilities may not be used for the purpose of promoting or opposing any election, campaign or ballot proposition purposes.

No Explicit or Pornographic Material

No explicit or pornographic material, including images, videos, artwork, etc., may be shown or displayed in the Hangar or its premises.

Artwork

No artwork may be shown or displayed in the Hangar or its premises except in conformance with the City's Display and Exhibition Policies, promulgated under the authority of Resolution 12-206.

Alcohol

Unless approved through a City-sanctioned event and except as provided for in the Tenant's lease agreement, no alcohol will be allowed in the Hangar.

No Endorsement

Receiving permission to use City facilities does not constitute an endorsement of a group's philosophies, policies or beliefs.

Distribution of Give-Aways

The City reserves the right to deny the distribution of items at events deemed to be hazardous, a nuisance or not family-friendly.

City May Add Restrictions / Requirements

The City may add requirements and/or restrictions as deemed necessary, depending on the activity or event. The City will identify the required additional requirements and/or restrictions in writing five days in advance of the event. The City can deny room reservation requests at its sole discretion, due to staff or facility availability, incompatibility of the rental request with the City facilities, or other reasons. All requests are subject to the approval of the City Manager or

Designee. The City reserves the right to terminate a reservation if risks to safety or property exist or if users are violating facility use policies or other laws.

No Show

If a user or group reserves the space and does not use the space without notifying the City in advance, the City may cancel the user's or group's other reservations without notice. The City may refuse future reservations after more than one no show.

City Cancellation of Reserved Spaces

The City reserves the right to cancel a reservation if the City wishes to make use of the facility which in the judgment of the City supersedes the need of the user. Notice of the City's cancellation for priority use shall be given in accordance with the time limits set forth in KMC 9.40.060. Notice of cancellation for emergencies may be given at any time. As owner of the Hangar, the City shall not be responsible for any claims, losses, liabilities or damages if the City displaces other users, and the Applicant must agree to release and indemnify, defend, and hold City harmless from such claims.

City Right to Refuse / Trespass

If a person or group does not follow these policies, causes damage or disruption to the facility, or otherwise exhibits behaviors that are not in keeping with the effective and efficient use of the facility, the City, at its sole discretion, may refuse to allow the person or group to reserve or use the Hangar facilities in the future. The City, at its sole discretion and based on illegal, disruptive or other behaviors not in keeping with the harmonious public use of the facility, may trespass individuals from the property indefinitely.

Maximum Room Capacity

Maximum room capacities are posted in the Hangar. Rentals that exceed approved capacities may be cancelled immediately and future reservations may be canceled at the City's sole discretion and without notice.

Policy Interpretation

The City Manager or Designee shall make any necessary interpretations of these policies.