



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

City Council Regular Meeting

ON-SITE

MONDAY, JULY 22, 2024 - 7:00 PM

In addition, we try to provide access to the meeting virtually:

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/82533971231>

ZOOM PASSWORD: july

Or One tap Mobile: US: +12532158782,,82533971231#

Or Telephone Dial US: +1 253 205 0468

Webinar ID: 825 3397 1231

ZOOM PASSWORD: july

SIGN UP FOR VIRTUAL PUBLIC COMMENT HERE: www.kenmorewa.gov/virtualpubliccomment

If you have technical difficulties accessing the meeting virtually, please contact the Deputy City Clerk at mkang@kenmorewa.gov.

Technical Difficulties - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

Land Acknowledgement to Honor First Peoples

We acknowledge that the City of Kenmore is situated upon the ancestral lands of the Snohomish, Snoqualmie, Sauk-Suiattle, Duwamish, Stillaguamish, Tulalip, Suquamish, Muckleshoot, and other tribes who are part of the Coast Salish Peoples. We recognize and express our deepest respect for their enduring stewardship and profound relationship with this land, which they have cherished and protected since time immemorial. We honor the First Peoples, acknowledge their vibrant cultures, and commit ourselves to learning from their wisdom in our journey to promote justice, equity, and mutual understanding. We pledge to stand alongside these communities in acknowledging past injustices and working towards a future that respects and celebrates the diverse heritage of this land.

- I. CALL REGULAR MEETING TO ORDER - 7:00 PM**
- II. ROLL CALL**
- III. LAND ACKNOWLEDGEMENT**
- IV. FLAG SALUTE**
- V. AGENDA APPROVAL**
- VI. WHERE'S THE FUN?**
- VII. PUBLIC COMMENTS**

Welcome to the Council's meeting. Please address your comments to the Mayor and Council. You'll have three minutes to speak. If there are more than 20 speakers, time will be reduced to two minutes per speaker. The Clerk will call your name when it's your turn. The Presiding Officer may choose to alternate between in-person and online comments. Please state your name and city of residence and keep

within the allotted time. To make every person feel welcome and safe here; please refrain from booing, clapping, heckling, yelling, or other interruptions. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

VIRTUAL PUBLIC COMMENT PRE-REGISTRATION PROCESS: To provide public comments virtually, please fill out the [Virtual Public Comment Request Form](#) in advance of the meeting. The form opens Tuesdays at 12:00 Noon and closes Mondays at 12:00 Noon. You will be confirmed by the City Clerk. If you are having difficulty, please reach out to the City Clerk at awarhol@kenmorewa.gov.

VIII. CONSENT AGENDA

CONSENT AGENDA APPROVED UNANIMOUSLY (6-0) COUNCILMEMBER SREBNIK ABSTAINED

- A. Approve the City Council Special and Regular Meeting Minutes from June 24, 2024.
[City Council Special and Regular Meeting Minutes from June 24, 2024](#)
- B. Approve the City Council Regular Meeting Minutes from July 8, 2024.
[City Council Regular Meeting Minutes from July 8, 2024](#)
- C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66, and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 6/28/2024 in the amount totaling \$427,777.85, and printed paycheck #10260 totaling 646.40, and EFT Payment #s 1632 through 1650 totaling \$59,297.78.
[Voucher Certification and Approval 6/22/2024 through 7/5/2024](#)
- D. Adopt Ordinance No. 24-0613, Clerical Updates, Amending Sections 2.15.010 and 2.45.010 of the Kenmore Municipal Code.
[Agenda Bill - Code Cleanup KMC 2.15 and 2.45](#)
[Attachment 1- Ordinance 24-0613](#)
[Exhibit A KMC 2.15.010 City Clerk](#)
[Exhibit B KMC 2.45.010 City Council Meetings](#)
- E. Adopt Resolution No. 24-416 to reduce the speed limit on NE 170th Street and Simonds Road NE between Juanita Drive NE and 92nd Avenue NE from 35 MPH to 30 MPH.
[Agenda Bill - Proposed Resolution No. 24-416](#)
[Attachment A - Proposed Resolution No. 24-416](#)
[Attachment B - Speed Limit Reduction Map](#)
- F. Adopt Resolution No. 24-418, Opposing the Proposed Albertson-Kroger.
[Resolution No. 24-418, Opposing the Kroger Albertsons Merger \(Added 7/19/2024\)](#)
- G. Accept \$1.3 million of Federal Community Projects funding for the NE 192nd Culvert Replacement Project and authorize the City manager to

execute the appropriate agreements with the Washington State Department of Transportation (WSDOT).

[Agenda Bill - Funding for NE 192nd Culvert Replacement Project](#)

- H. Authorize the City Manager to execute Contract No. 24-C3071, to provide public recreation programming at the Rhododendron Park Public Boathouse between the City and the Kenmore Community Rowing Club (KCRC), subject to minor amendments agreeable to both parties and as approved as to form by the City Attorney and execution by KCRC.

[Agenda Bill - Contract No. 24-C3071 \(Added 7/19/2024\)](#)

[Attachment 1 - Contract No. 24-C3071 \(Added 7/19/2024\)](#)

- I. Authorize the City Manager to execute a contract with Health Management Associates, Inc. in an amount not to exceed \$60,000 for the Human Services Strategic Plan, in a form approved by the City Attorney.

[Agenda Bill - Contract with Health Management Associates, Inc. \(Added 7/17/2024\)](#)

- J. Join and approve the Kroger opioid settlement and authorize the City Manager or designee to sign the Participation Form and Allocation Agreement III and take all steps necessary to implement the City's participation in the settlement.

[Agenda Bill - Kroger Opioid Settlement](#)

- K. Receive and File Camp United We Stand Report.

[Agenda Bill - Camp United We Stand Report](#)

[Attachment 1 - Temporary Permit TMP23-0816](#)

[Attachment 2 - CUWS 2024 Report](#)

- L. Cancel all August Regular Council Meetings (August 12, August 19, August 26).

IX. PUBLIC HEARING

PUBLIC HEARING HELD

VIRTUAL PUBLIC COMMENT PRE-REGISTRATION: To provide public comments virtually, please fill out the [Virtual Public Comment Request Form](#) in advance of the meeting. The form opens Tuesdays at 12:00 Noon and closes Mondays at 12:00 Noon. You will be confirmed by the City Clerk. If you are having difficulty, please reach out to the City Clerk at awarhol@kenmorewa.gov.

- A. Proposed Ordinance No. 24-0611, amending the exceptional tree regulations in Section 18.57.063 of the Kenmore Municipal Code (KMC), presented by Development Services Director Samantha Loyuk and Assistant to the City Manager Garrett Oppenheim, *for public hearing*

[Agenda Bill - Proposed Ordinance No. 24-0611](#)

[Attachment 1 - Proposed Ordinance No. 24-0611](#)

[Attachment 2 - Exhibit A to Proposed Ordinance No. 24-0611, Revisions to KMC 18.57.063](#)

[Attachment 3 - Ordinance No. 23-0593](#)

X. BUSINESS AGENDA

- A. Proposed Ordinance No. 24-0611, amending the exceptional tree regulations in Section 18.57.063 of the Kenmore Municipal Code (KMC), presented by Development Services Director Samantha Loyuk and Assistant to the City Manager Garrett Oppenheim, *for adoption*

EXECUTIVE SESSION (POTENTIAL LITIGATION) HELD (7:55-8:20PM)

MOTION TO POSTPONE DISCUSSION TO 9/9 COUNCIL MEETING PASSED

[Agenda Bill - Proposed Ordinance No. 24-0611](#)

[Attachment 1 - Proposed Ordinance No. 24-0611](#)

[Attachment 2 - Exhibit A to Proposed Ordinance No. 24-0611, Revisions to KMC 18.57.063](#)

[Attachment 3 - Ordinance No. 23-0593](#)

- B. Proposed Resolution No. 24-417, expressing support for the Northshore Fire Department Fire Levy Rate Ballot Measure, Proposition No. 1

- **Public Comment Opportunity** - Per RCW 42.17A.555(1), members of the public are afforded an approximately equal opportunity for the expression of an opposing view relating to the ballot measure.
- Council Discussion and Potential Action

PUBLIC COMMENT OPPORTUNITY HELD

RESOLUTION ADOPTED

[Agenda Bill - Proposed Resolution No. 24-417, Expressing Support for Proposition 1](#)

[Attachment 1 - Proposed Resolution No. 24-417, Expressing Support for Proposition No. 1](#)

- C. Human Services Needs Assessment Final Report and 2025-2026 Funding Rate Recommendation, presented by Housing and Human Services Manager Tambi Cork, *for adoption*

FINAL REPORT ADOPTED

FUNDING RATE ADOPTED

[Agenda Bill - Human Services Needs Assessment Final Report \(Added 7/18/2024\)](#)

[Attachment 1 - Human Services Needs Assessment Final Report \(Added 7/18/2024\)](#)

[Presentation \(Added 7/22/2024\)](#)

- D. Proposed Resolution No. 24-415, Kenmore Purchasing and Contracting Policies and Procedures, presented by Engineering Director John Vicente, *for discussion*

DISCUSSED

[Agenda Bill - Purchasing and Contracting Policies and Procedures](#)

[Attachment A - Draft Resolution No. 24-415](#)

[Attachment B - Purchasing Policies and Procedures, Red-Lined Changes](#)

[Attachment C - Purchasing Policies and Procedures, Clean](#)

[Attachment D - Summary of Changes Made](#)

[Presentation - Purchasing Policies and Procedures Update](#)

XI. STAFF REPORTS

- A. Connections Health Update, presented by Deputy City Manager Stephanie Lucash
REPORTED
- B. Northshore Parks and Recreation Service Area (NPRSA) Workplan Update, presented by Recreation Program Supervisor Maurita Colburn
REPORTED
[Staff Memo \(Added 7/19/2024\)](#)
- C. Other - City Manager Rob Karlinsey
REPORTED

XII. COUNCILMEMBER REPORTS & COMMENTS

XIII. ADJOURNMENT

UPCOMING MEETINGS

- A. August - City Council Recess: All regular City Council Meetings in August will be canceled
Monday, September 9, 2024 at 7:00 PM - City Council Regular Meeting
Wednesday, September 11, 2024 at 6:00 PM - City Council Special Meeting
Monday, September 16, 2024 at 7:00 PM - City Council Regular Meeting
Monday, September 23, 2024 at 7:00 PM - City Council Regular Meeting

NOTICE OF POTENTIAL QUORUMS

[Click here for information about Potential Quorums of the City Council.](#) Now found on the City website under City Council Meetings.

**City of Kenmore
City Council Meeting
Special & Regular Meeting Minutes
Monday, June 24, 2024**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O’Cain
Councilmember Joe Marshall – Virtual
Councilmember Debra Srebnik – Virtual
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis – Virtual

Staff: City Manager Rob Karlinsey
City Attorney Dawn Reitan
City Clerk Anastasiya Warhol
Deputy City Clerk Michelle Kang
Climate Action Plan Program Manager Nina Rasmussen
Traffic Engineer Tobin Bennett-Gold
Kenmore Police Chief Brandon Moen
Environmental Services Director Richard Sawyer
Community Development Director Debbie Bent

Speaking Guests: Dr. Ettore Palazzo, Evergreen Health CEO
Katherine Hollis, Climate Action Advisory Committee Member
Jack Jensen, Climate Action Advisory Committee Member

Business Agenda Item A Speaking Guests:
Patrick O’Brien, Kenmore Resident
Katherine Hollis, Kenmore Resident
David Stokes, Kenmore Resident
Dan Mathias, Kenmore Resident
Stacey Valenzuela, Kenmore Resident

Public Comments Speaking Guests:
David Maehren, Kenmore Resident

Patrick O'Brien, Kenmore Resident
Julien Loh, Puget Sound Energy Local Government Affairs and
Public Policy Manager
Stacey Valenzuela, Kenmore Resident

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the special meeting to order at 6:15 PM.

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), the City Council entered an executive session to discuss pending and potential litigation. The executive session was slated to last 45 minutes, until approximately 7:00 PM. At approximately 6:58 PM, Mayor Herbig announced that the executive session would be extended by an additional 15 minutes to conclude at approximately 7:15 PM. The Council exited executive session at approximately 7:15 PM. No final action was taken.

ADJOURN SPECIAL MEETING

Mayor Herbig adjourned the special meeting at approximately 7:15 PM.

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the regular meeting to order at approximately 7:18 PM.

LAND ACKNOWLEDGEMENT

Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Mayor Herbig led the Council in the flag salute.

AGENDA APPROVAL

The agenda was approved as presented.

BUSINESS AGENDA

- A. November 5, 2024, General Election
Washington State Ballot Initiative 2117
Concerning Carbon Tax Credit Trading
- Presentation - Climate Action Plan Program Manager Nina Rasmussen
 - Discussion
 - Public Comment - RCW 42.17A.555(1) - members of the public are afforded an approximately equal opportunity for the expression of an opposing view.
 - Council Action - Resolution No. 24-414 to include language in [Support/Opposition] of Washington State Ballot Initiative 2117 concerning Carbon Tax Credit Trading

[Agenda Bill - Initiative 2117, Resolution No. 24-414 \(updated 6/20\)](#)
[Attachment 1 - Resolution No. 24-414 regarding Initiative 2117](#)
[Presentation - Initiative 2117](#)

City Attorney Dawn Reitan explained that per RCW 42.17A.555, in general, no elected official may use any facilities for the purpose of promoting or opposing any ballot proposition. However, action taken at an open public meeting by the Council to support or oppose a ballot proposition may be taken so long as prior notice was provided to the public, including the title and number of the ballot proposition and members of the public are afforded an approximately equal opportunity for the expression of an opposing view.

Climate Action Plan Program Manager Nina Rasmussen provided an informational presentation about the Climate Commitment Act and Initiative 2117 for the Council and the public. The Council provided questions and comments.

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

Timestamped link here:

<https://www.youtube.com/live/BuGggvyfhEU?si=xj5rqrZ-bFJRqKBn&t=4726>

MOTION: Deputy Mayor O’Cain moved to approve Resolution No. 24-414 opposing Initiative 2117. Councilmember Culver seconded the motion.

VOTE: 7 Yes – Culver, Loutsis, Sasson, Marshall, Srebnik, O’Cain, Herbig; 0 No; 0 Abstain.

MOTION PASSES UNANIMOUSLY

WHERE’S THE FUN?

City Manager Rob Karlinsey highlighted Kenmore’s Juneteenth Celebration held in conjunction with the Farmers Market this past Wednesday at Kenmore’s Town Square, mentioning visits from Hank Heron, Congresswoman Suzan DelBene, and Inglemoor High School’s Black Student Union.

PUBLIC COMMENTS

The City Council took comments from the public.

Timestamped link here:

https://www.youtube.com/live/BuGggvyfhEU?si=eLWALAelODcGz-e_&t=5984

CONSENT AGENDA

- A. Approve Total Check #s 54438 through 54500 totaling \$177,537.60, Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits dated 5/31/2024 in the amount totaling \$306,655.61, and ACH Payment #s 1612 through 1631 totaling \$44,468.64.

[Voucher Certification and Approval 5/25/2024 through 6/7/2024](#)

- B. Approve the City Council Special Meeting Retreat Minutes from April 26-27, 2024.
[City Council Retreat Special Meeting Minutes April 26-27, 2024](#)
- C. Approve the 2025-2026 City Council Priorities and City Council April 2024 Retreat Report from Facilitator Michael Pendleton.
[Agenda Bill - Retreat Report April 2024](#)
[Retreat Report - April 2024](#)
- D. Authorize the City Manager to approve and extend the Puget Sound Energy Franchise for an additional five years.
[Agenda Bill - PSE Franchise Extension](#)
[Attachment A - Franchise Extension Request Letter - December 2023](#)
- E. Authorize the City Manager to execute Contract No. 24-C3068, an Interlocal Agreement between the Northshore School District for the cooperative use of the Rhododendron Park Public Boathouse for the high school rowing program through June 30, 2025, subject to minor amendments agreeable to both parties and the City Attorney.
[Agenda Bill - Contract 24-C3068 Interlocal Agreement Rhododendron Boathouse](#)
[Attachment 1 - Draft Interlocal Agreement Contract 24-C3068](#)
[Attachment 2 - 21-C2701 NSD Boathouse Agreement](#)
[Attachment 3 - 21-C2701 Boathouse Management Agreement](#)
[Attachment 4 - Kenmore Boathouse Lease Termination Letter - February 2024](#)
[Attachment 5 - Boathouse Lease Letter - March 2024](#)

Councilmember Culver removed item D from the Consent Agenda.

MOTION: Councilmember Culver moved to approve the consent agenda outlined above, minus item D. Deputy Mayor O'Cain seconded the motion.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

MOTION: Councilmember Marshall moved to authorize the City Manager to approve and extend the Puget Sound Energy Franchise for an additional five years (Consent Agenda item D). Councilmember Loutsis seconded the motion.

VOTE: 6 Yes – Marshall, Loutsis, Sasson, Srebnik, O'Cain, Herbig; 1 No – Culver; 0 Abstain. **MOTION PASSES**

PRESENTATION

EvergreenHealth CEO Ettore Palazzo presented an annual update of EvergreenHealth Hospital to the Council, State of Healthcare.

[Presentation - 2024 State of Healthcare Update from EvergreenHealth](#)

BUSINESS AGENDA (continued)

- B. Automated Photo Enforcement Update (Revenue and Potential Expansion), presented by Traffic Engineer Tobin Bennett-Gold and Kenmore Police Chief Brandon Moen, *for discussion*

[Agenda Bill - KAPE Expansion June 2024](#)

[Attachment A - Site Selection](#)

[Attachment B - Existing KAPE Locations](#)

[Attachment C - Proposed New KAPE Locations](#)

Traffic Engineer Tobin Bennett-Gold presented to the Council an overview and potential expansion of the Kenmore Automated Photo Enforcement (KAPE). Mr. Bennett-Gold provided data from current photo enforcement locations at Kenmore Elementary School and Arrowhead Elementary School pre-KAPE performance and during KAPE performance. The various proposed KAPE expansion options included:

- Extending existing KAPE school zone at Kenmore Elementary School to continuous enforcement
- Extending existing KAPE school zone at Arrowhead Elementary School to continuous enforcement
- Adding a new KAPE School Zone at Inglemoor High School on Juanita Drive
- Adding a new KAPE Corridor on Juanita Drive from 158th Street to 170th Street
- Reduce the speed limit on Simonds Road from 35 MPH to 30 MPH

Earlier in the year, the Financial Sustainability Task Force recommended to the City the addition of two new locations for KAPE and increasing the current \$100 fine to \$136. This recommendation would allow for the increase in revenue to the general fund to support and offset the cost of traffic safety activities.

Additional community impacts were also discussed, such as KAPE directly supporting Kenmore's DEIA Strategic Plan by reducing the need for traffic stops, avoiding opportunities for confrontation and escalation, and reducing opportunities for bias in policing. Furthermore, KAPE supports equity of financial and safety outcomes because high-income road users are disproportionately represented in personal vehicle trips, and the most likely to receive photo enforcement fines.

The Council directed Staff to proceed with the following:

- Reduce the speed limit on Simonds Road from 35 MPH to 30 MPH.
- Expand photo enforcement at the existing school zone locations of Kenmore Elementary School and Arrowhead Elementary School to include enforcement of regulatory speed limits during non-school-zone hours.
- Implement new photo enforcement zone at Inglemoor High School for school zone and regulatory speed limits.

- Implement photo enforcement fine schedule increases:
 - 2025 - \$110
 - 2029 - \$135
 - Increase with inflation ever 4 years thereafter, consistent with the process described in the RCW.

- C. Climate Action Plan Update, presented by Climate Action Plan Program Manager Nina Rasmussen, *for discussion*
[Agenda Bill - Climate Action Plan Update June 2024](#)
[Presentation - Climate Action Plan June 2024](#)

Climate Action Plan Program Manager Nina Rasmussen presented to the Council a midyear progress update on the Climate Action Plan workplan for 2024, highlighting:

- Climate Action Advisory Committee
- EV Infrastructure Plan & Charger Deployment
- Solarize Kenmore
- Urban Forestry Management Plan
- Green Jobs Hub
- Greenhouse Gas Inventory Update
- Funding Sources
- 2024-2025 Project Schedule, noting that 2025 is not fully represented

At 11:00 PM:

MOTION: Deputy Mayor O’Cain moved to waive Council Rule 2.9 and extend the end of meeting time to 11:30 PM. Mayor Herbig seconded the motion.

VOTE: Motion was approved by UNANIMOUS CONSENT

Councilmember Culver left the meeting at 11:13 PM.

- D. Municipal Stormwater Permit Update, presented by Environmental Services Director Richard Sawyer, *for discussion*
[Agenda Bill - NPDES Update June 2024](#)
[Presentation - NPDES June 2024](#)

Environmental Services Director Richard Sawyers presented to the Council reminded the Council that the City has a National Pollutant Discharge Elimination System (NPDES) stormwater Permit, which renews either every five years or when there is a major modification. The permit program comes from the Clean Water Act and the U.S. Environmental Protection Agency (EPA) is the lead agency who delegates the authority to the Washington State Department of Ecology to implement the permit. The permit allows the City to discharge our stormwater into receiving water bodies if we are compliance with the requirements of the permit. The City’s current permit expires July 31st. The new permit begins August 1st and will expire July 31, 2029.

Some of the requirements under the permit include:

- Stormwater planning within the Comprehensive Plan, Kenmore Municipal Code, Stormwater Management Masterplan, etc.
- Public education and outreach, public involvement and participation
- Municipal separate storm sewer system mapping and documentation
- Illicit discharge, detection, and elimination
- Controlling runoff
- Stormwater management of existing development
- Source control of existing development
- Within operations and maintenance, establishing a street sweeping program with measurable metrics
- Monitoring total maximum daily load
- Reporting and notification

STAFF REPORT

A. Lakepointe Update, presented by City Manager Rob Karlinsey and Community Development Director Debbie Bent

[Staff Memorandum - Lakepointe Planning Update - June 2024](#)

City Manager Rob Karlinsey mentioned to the Council that as part of the 520 bridge construction on the west end of Lake Washington, SKANSKA construction company is working with WSDOT and is coming to the Lakepointe site to stage storage of materials, moving things on and off barges. This is an allowed action on their end and the City has no action or involvement, as this is a continuation of an existing non-conforming use. WSDOT is the lead agency for SEPA. More information is available about SKANSKA at www.kenmorewa.gov/lakepointe.

Community Development Director Debbie Bent informed the Council that negotiations with the property owner for Lakepointe have continued and there is still no agreement for either a letter of intent or partnering agreement. Staff have applied for three grants that could potentially support acquisition of the shoreline. The City has completed an appraisal of the property, and the property owner is considering conducting their own appraisal as well.

The City conducted an RFQ for Lakepointe to potentially line up a consultant with expertise in park development, shoreline restoration, and the ability to support due diligence including testing of soil, groundwater, and sediment. The City is currently working on contract negotiations with Anchor QEA for scope and budget and this contract is contingent on whether the City and the property owner can reach an agreement on the purchase and sale of the property. Staff estimates having spent approximately \$664,000

to date trying to reach an agreement with the property owner and anticipates needing several more months along with an additional \$135,000.

COUNCILMEMBER REPORTS & COMMENTS

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 11:33 PM.

Nigel Herbig, Mayor

Anastasiya Warhol, City Clerk

DRAFT

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
Monday, July 8, 2024**

These minutes are created to capture Council action. This is not a verbatim transcript.
Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O’Cain
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Valerie Sasson
Councilmember Jon Culver
Councilmember Nathan Loutsis

Staff: City Manager Rob Karlinsey
City Attorney Dawn Reitan – Virtual
Deputy City Clerk Michelle Kang
Communications and Tourism Manager/Acting Deputy City
Manager Lauren Chomiak
Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim

Speaking Guests: Betsy BeMiller, Anti-Bias Trainer
Juliana Pooley, DEIA Advisory Committee Member

Public Comments Speaking Guests:
Jennifer Anderson, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
Patrick O’Brien, Kenmore Resident
Corina Pfeil, Kenmore Resident
Dakota Rash, Lake Forest Park Resident
Tracy Banaszynski, Kenmore Resident
Dwight Thompson, Kenmore Resident
Elizabeth Mooney, Kenmore Resident
Nancy Hansen, Kenmore Resident – Virtual

CALL REGULAR MEETING TO ORDER

Mayor Herbig called the regular meeting to order at 7:00 PM.

LAND ACKNOWLEDGEMENT

Mayor Herbig read the Land Acknowledgement Honoring First Peoples.

FLAG SALUTE

Mayor Herbig led the Council in the flag salute.

AGENDA APPROVAL

The agenda was approved as presented.

WHERE'S THE FUN?

Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim highlighted Kenmore's participation in the Seattle Pride Parade on June 30, 2024 where residents of Kenmore joined in walking in the parade and reminding the community that Kenmore is a welcoming City where all people love where they live.

PUBLIC COMMENTS

The City Council took comments from the public.

Timestamped link here:

https://www.youtube.com/live/V4mZWYb0_Es?si=rRkCZFgs47ty37Sc&t=201

CONSENT AGENDA

- A. Approve the City Council Special and Regular Meeting Minutes from June 17, 2024.
[City Council Special and Regular Meeting Minutes from June 17, 2024](#)
- B. Approve Total Check #s 54501 through 54572 totaling \$2,270,363.80, and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 6/14/2024 in the amount totaling \$292,336.19.
[Voucher Certification and Approval 6/8/2024 through 6/21/2024](#)

MOTION: Councilmember Srebnik moved to approve the consent agenda outlined above. Councilmember Loutsis seconded the motion.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT

STUDY SESSION - TRAINING

Working with Our Biases - Anti-Bias Training, presented by Betsy BeMiller, Consultant and Principal of Workplace Resolutions, LLC

[Presentation - Working with Our Biases](#)

[Participant Packet](#)

Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim introduced this evening's trainer, Betsy BeMiller, to the Council. Ms. BeMiller engaged the Council in an anti-bias training.

BUSINESS AGENDA

Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Action Plan and 5-Year Roadmap Annual Report, presented by Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim, *for discussion*

[Agenda Bill - DEIA Annual Report](#)

[Attachment 1 - DEIA Policy](#)

[Attachment 2 - DEIA Strategic Plan](#)

[Attachment 3 - DEIA 5-Year Roadmap](#)

[Attachment 4 - Resolution No. 20-348](#)

[Attachment 5 - Equity Framework Tool](#)

[Presentation - DEIA Annual Update 2024](#)

Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim presented to the Council the Diversity, Equity, Inclusion, and Accessibility (DEIA) Strategic Action Plan and 5-Year Roadmap annual report. An annual report was added to the requirements as part of the strategic plan. This report includes progress on each of the goals, including specific objectives, as well as updates on the DEIA advisory committee and multiple DEIA training courses for Staff and City Council.

STAFF REPORTS

- A. DEIA Equity Toolkit Training, presented by Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim and DEIA Advisory Committee Member Juliana Pooley

[DEIA Equity Framework Tool](#)

[Presentation - DEIA Equity Toolkit Training](#)

DEIA Advisory Committee Member Juliana Pooley presented to the Council the DEIA Equity Toolkit training. Using the City Council Rules and Procedure 2.4 Virtual Public Comment, Councilmembers practiced using the equity tool questions in discussion with Staff about the current procedures in place for virtual public comments.

- B. Website Accessibility Tool Demonstration, presented by Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim

Assistant to the City Manager/DEIA Coordinator Garrett Oppenheim demonstrated the website accessibility tool on the City's website, located on the bottom right corner.

COUNCILMEMBER REPORTS & COMMENTS

The Council agreed to add discussion on declaring a climate emergency to a future agenda meeting, prior to the budget season.

ADJOURNMENT

Mayor Herbig adjourned the meeting at approximately 10:17 PM.

Nigel Herbig, Mayor

Michelle Kang, Deputy City Clerk

DRAFT



Voucher Certification and Approval

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City of Kenmore

DATE RANGE: 6/22/2024 through 7/5/2024

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

Total EFT Payments: #1632 through 1650	59,297.78
Total Checks: #54573 through 54665	719,687.66
Total Payroll Electronic Deposits: Payroll/Taxes/FSA/HSA/Retirement, Dated 6/28/2024	427,777.85
Total Printed Paychecks: #10260	646.40

Rob Karlinsey
Rob Karlinsey (Jul 11, 2024 23:41 PDT)

Jul 11, 2024

City Manager / Date

Melinda Merrell
Melinda Merrell (Jul 11, 2024 17:34 PDT)

Jul 11, 2024

Finance & Administration Director / Date

Vendor Name	Payment Number	Payment Date	Description	Amount
AMERICAN TRAFFIC SOLUTIONS INC	1632	07/05/2024	June 2024 KAPE Program Services	15,000.00
U.S. BANK PURCHASE CARDS	1633	07/05/2024	ICMA Conf. Registration and Airfare	1,630.20
U.S. BANK PURCHASE CARDS	1634	07/05/2024	Safety vests, monitors, computer devices	207.81
U.S. BANK PURCHASE CARDS	1635	07/05/2024	Uniforms, Equip Rent, Maint, Furn/Equip	9,991.44
U.S. BANK PURCHASE CARDS	1636	07/05/2024	APA Professional Membership - Todd Hall	561.00
U.S. BANK PURCHASE CARDS	1637-1638	07/05/2024	Office Depot Misc. Office Supplies	7,963.48
U.S. BANK PURCHASE CARDS	1639	07/05/2024	Spypoint, supplies, meeting meals	672.37
U.S. BANK PURCHASE CARDS	1640	07/05/2024	Uniforms, Furniture, Signage, Storage, Music Subsc	9,788.52
U.S. BANK PURCHASE CARDS	1641	07/05/2024	supplies, tools, Seattle Times digital subsc.	1,396.17
U.S. BANK PURCHASE CARDS	1642	07/05/2024	Hangar website, training, bus. mtgs, award, suppl.	1,475.27
U.S. BANK PURCHASE CARDS	1643	07/05/2024	ICMA Conf Registration, lodging, meals; Zoom subsc	1,179.91
U.S. BANK PURCHASE CARDS	1644	07/05/2024	Photo/Creative Ste subsc, meeting snacks, stickers	1,146.31
U.S. BANK PURCHASE CARDS	1645	07/05/2024	Truck bedliners, training, travel	1,604.30
U.S. BANK PURCHASE CARDS	1646	07/05/2024	Training Meals	96.60
U.S. BANK PURCHASE CARDS	1647	07/05/2024	ISA Membership - Samantha Loyuk	210.00
U.S. BANK PURCHASE CARDS	1648	07/05/2024	Paypal,Tech/other suppl, Project sign, water filter	1,481.14
U.S. BANK PURCHASE CARDS	1649	07/05/2024	Farm Mkt T-shirts & supplies, event supplies	1,991.49
U.S. BANK PURCHASE CARDS	1650	07/05/2024	Event supplies, Farm. Mkt supplies, software	2,901.77
GSC PRODUCTION	54573	06/25/2024	DJ for July 4th Event	600.00
WESTERN DISPLAY FIREWORKS, LTD.	54574	06/26/2024	#2 Installment 7/4/2024 Fireworks	7,500.00
AFLAC	54575	06/28/2024	Employee Medical/Disability Plans	155.74
NATIONAL LIFE INSURANCE CO.	54576	06/28/2024	Life Insurance	96.05
AWC EMPLOYEE BENEFIT TRUST	54577	07/05/2024	VOID	-
NELSON TRUCK EQUIPMENT CO	54578	07/05/2024	After-Market Updates to Ford F150 Trucks Supercrew # RKD33383 & #RKD65217	9,779.98

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...

Vendor Name	Payment Number	Payment Date	Description	Page 19 of 348	Amount
ALL AROUND FENCE COMPANY	54579	07/05/2024	Tl'awh-ah-dees Park Fence Project		15,995.20
ALYSSA RUSSELL	54580	07/05/2024	Hangar Deposit Refund for 6/22/2024 Event		150.00
AM TEST, INC	54581	07/05/2024	Swim Beach Monitoring 6/18/2024 & 6/21/24		420.00
AMADOR FARMS	54582	07/05/2024	SNAP/EBT Reimbursement		52.00
AMERICALL	54583	07/05/2024	May 2024 After Hours Call Out Services		170.66
ANNIE FOSTER	54584	07/05/2024	7/18/2024 Summer Concert Band Fee (Annie J)		3,000.00
AQUATECHNEX LLC	54585	07/05/2024	Aquatic Weed Maintenance		13,113.80
ASPECT CONSULTING LLC	54586	07/05/2024	Boyd's Dry Cleaner Site Remediation Services		692.50
AURORA RENTS	54587	07/05/2024	Excavator Rental to Rebuild		1,381.97
BERGER PARTNERSHIP	54588	07/05/2024	May 2024 Lakepointe & Soccer Field Consulting		3,498.75
BOTHELL KENMORE CHAMBER OF COMMERCE	54589	07/05/2024	2024/2025 Annual Chamber Dues		600.00
BROTHER'S FARMS	54590	07/05/2024	SNAP/EBT Reimbursement		142.00
BULGER SAFE & LOCK, INC.	54591	07/05/2024	Keys for Stock - Parks		109.25
CALICO COOKIES - ERIN CALI	54592	07/05/2024	SNAP/EBT Reimbursement		15.00
CALPORTLAND COMPANY	54593	07/05/2024	Crushed Rock for SW WO#12613		617.70
CANON FINANCIAL SERVICES, INC.	54594	07/05/2024	June 2nd FI Copier Lease		266.32
CASCADIA LAW GROUP	54595	07/05/2024	Jan 2024 Cadman Legal Services		843.75
CENTRICITY GIS, LLC	54596	07/05/2024	Service Request Reporting App Annual Fees		6,000.00
CONFLUENCE ENVIRONMENTAL COMPANY	54597	07/05/2024	Apr & May 2024 Parks Consulting Fees		4,307.50
COTTAGE COMMUNITY BAKERY	54598	07/05/2024	SNAP/EBT Reimbursement		20.00
DANSOUND INC	54599	07/05/2024	VOID		-
DAVID ARTHUR	54600	07/05/2024	Pride Parade Supplies Reimbursement		1,213.03
DTG RECYCLE	54601	07/05/2024	Mulch Purchase Log Boom Park & City Hall		744.48
FERGUSON WATERWORKS #3156	54602	07/05/2024	Supplies & Materials: Streets & Surface Water		851.75
GAYLYNN BRIEN	54603	07/05/2024	Apr 2024 Sales Tax Data Conversion Svcs		60.00
GCP WW HOLDCO, LLC	54604	07/05/2024	Uniform boots & pants - seasonal staff		2,308.76
GORDON THOMAS HONEYWELL	54605	07/05/2024	June 2024 Governmental Affairs Services		4,515.00
GRAND EVENT RENTALS	54606	07/05/2024	July 4th event chairs & supplies rentals		413.37
GRANICUS	54607	07/05/2024	6/20/24-6/19/2025 GovAccess City website fee		6,825.01
HAYTON FARMS	54608	07/05/2024	SNAP/EBT Reimbursement		40.00
HEIDELBERG MATERIALS	54609	07/05/2024	Materials Rebuild SW Road WO#12613		160.18
HILLIS CLARK MARTIN & PETERSON P.S.	54610	07/05/2024	May 2024 Lakepointe Legal Fees		4,945.00
HONEY BUCKET	54611	07/05/2024	6/24-30/2024 PW Yar Honey Bucket		167.75
INSLEE, BEST, DOEZIE & RYDER, P.S.	54612	07/05/2024	May 2024 Services		35,003.91
JAMIE MCKEOGH	54613	07/05/2024	JigJam band payment for 7/11/24 Summer Concert		2,500.00
JASON CHURCH	54614	07/05/2024	Deposit Refund ROW23-0298		7,500.00
JENSEN TOFFEE	54615	07/05/2024	SNAP/EBT Reimbursement		5.00
JET CITY PRINTING	54616	07/05/2024	DEIA Event Banner & Misc. Shared Office Supplies		361.13
KING COUNTY FINANCE	54617	07/05/2024	My 2024 King County Road Services		2,184.67
KING COUNTY FINANCE	54618	07/05/2024	2023 Reconciliation Regional Animal Services		10,574.00
KING COUNTY FINANCE	54619	07/05/2024	May 2024 King County Road Services		8,946.62
KING COUNTY FINANCE	54620	07/05/2024	2024 Regional Animal Services Fee		6,855.00
KING COUNTY SHERIFF	54621	07/05/2024	June 2024 KCSO Police Services		364,381.08
KPFF CONSULTING ENGINEERS	54622	07/05/2024	May 2024 Twin Springs Consulting		2,623.87
LIGHTHOUSE CONSULTING INC	54623	07/05/2024	June 2024 IT Services & Software Management		13,943.98
MARY MILLER STEPHENS	54624	07/05/2024	June 2024 Public Defense Services		1,250.00
MICHELLE SHAW	54625	07/05/2024	Deposit Refund Hangar event 6/15/2024		150.00
MOJO STRATEGIES	54626	07/05/2024	Policy Research & Poster Design		3,525.00
MORGAN SOUND INC	54627	07/05/2024	July 4th AV Services for Event		4,443.21
MUNIMANAGE, LLC	54628	07/05/2024	May 28-Jun 3, 2024 PWOC Consulting-Ben Yazici		10,750.00
NARWHAL MET, LLC	54629	07/05/2024	July 2024 Weather Monitoring Services		425.00

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...

Vendor Name	Payment Number	Payment Date	Description	Page 20 of 348	Amount
NATIONAL BARRICADE CO., LLC	54630	07/05/2024	Supplies for Sign & Pedestrian Fencing for Events		969.77
NELSON ELECTRIC, INC.	54631	07/05/2024	Ballast & Light Repair in EOC Hallway		773.51
OFFICE DEPOT	54632	07/05/2024	Office Depot Misc. Shared Office Supplies		14.92
OFFICE DEPOT	54633	07/05/2024	Office Depot Misc. Shared Office Supplies		65.73
OFFICE DEPOT	54634	07/05/2024	Finance Printer Toner		56.41
OFFICE DEPOT	54635	07/05/2024	Front Desk Printer Ink		135.51
OFFICE DEPOT	54636	07/05/2024	Office Depot Misc. Office Supplies- Plotter Paper		225.77
OSBORN CONSULTING INC.	54637	07/05/2024	May 2024 Muck Creek Mitigation & Swamp Creek Restoration		27,554.36
OUR FAMILY FARM	54638	07/05/2024	SNAP/EBT Reimbursement		65.00
PACE ENGINEERS, INC.	54639	07/05/2024	May 2024 On-Call Engineering Services		24,261.00
PACIFIC AIR CONTROL, INC.	54640	07/05/2024	Quarterly City Hall HVAC Maintenance Services		2,546.72
PACIFIC TOPSOILS	54641	07/05/2024	Material Disposal Fees		2,167.75
PLYWOOD SUPPLY	54642	07/05/2024	Materials for SR23084 "No Lifeguard" Signs		26.11
PUGET SOUND EMERGENCY RADIO NETWORK	54643	07/05/2024	Q3 2024 Emergency Radios		604.80
PUGET SOUND ENERGY	54644	07/05/2024	5/14-6/13/24 Gas CH, Electric Hangar, PW Shack, Boathouse, Parks, Signals, art, Irrigation sites		2,737.29
REGIONAL ANIMAL SERVICES OF KC	54645	07/05/2024	June 2024 Pet Licenses		30.00
SHANNON & WILSON, INC.	54646	07/05/2024	Thru 6/8/24 On Call Geotech Svcs 19-C2122		1,450.00
SHRED IT, C/O STERICYCLE, INC>	54647	07/05/2024	5/10/2024 Select Purge Service & May 2024 Shred Pickup		666.29
SISKUN POWER EQUIPMENT	54648	07/05/2024	Surface water Replacement Equipment & Small Tools		3,605.14
SMS CLEANING, INC.	54649	07/05/2024	June 2024 Janitorial Svcs-CH, Hangar, PW Office		6,495.00
SOUND SAFETY PRODUCTS CO.	54650	07/05/2024	SWM Interns Safety Gear & Boots		763.69
SPECIALTY DOOR SERVICE, INC.	54651	07/05/2024	City Hall Garage Grill Repair		790.13
STAPLES	54652	07/05/2024	Supplies: City Hall, Hangar, Parks		379.61
SUNBELT RENTALS	54653	07/05/2024	Excavator Rental-Cozy Inn Site Stabilization		1,593.48
SUNRISE LOCAL BERRIES FARM, LLC	54654	07/05/2024	SNAP/EBT Reimbursement		58.00
T MOBILE USA, INC.	54655	07/05/2024	Staff Cell Phones and Data Plans		1,668.85
TASTAD CONSTRUCTION INC	54656	07/05/2024	NE 190th St Fish Culvert Replacement		32,743.30
TOTAL LANDSCAPE CORP	54657	07/05/2024	Parks Landscape Maintenance		4,518.20
URBAN LAND INSTITUTE	54658	07/05/2024	March 6-7 2024 Advisory Panel Services		10,000.00
WA STATE DEPT OF TRANSPORTATION	54659	07/05/2024	May 2024 Traffic Signal Maintenance		1,628.35
WESTERN DISPLAY FIREWORKS, LTD.	54660	07/05/2024	2024 Fireworks Show final payment		15,000.00
WESTLAKE HARDWARE WA-153	54661	07/05/2024	PW Supplies & Equipment		393.76
WM CORPORATE SERVICES INC.	54662	07/05/2024	6/10/2024 Sweeper Dump Fees		3,912.49
XEROX CORPORATION	54663	07/05/2024	May 2024 1st floor printer lease & overages		548.53
ZIPLY FIBER	54664	07/05/2024	6/19-7/18/24 PW Office Internet		160.22
DANSOUND INC	54665	07/05/2024	Deposit AV Tech for 2024 Summer Concert Series		3,883.00
MISSION SQUARE / 109964	DFT0002070-2072	06/28/2024	City of Kenmore 401a & 401a Loan Repayments		30,943.89
MISSION SQUARE 457 / 304745	DFT0002073-2076	06/28/2024	457 Deferred Compensation		6,923.59
DRS 457	DFT0002077-2078	06/28/2024	DRS 457 Deferred Comp		516.50
AWC EMPLOYEE BENEFIT TRUST	DFT0002079-2083	06/28/2024	Employee Health Insurance		98,030.28
AVIDIA HEALTH	DFT0002084	06/28/2024	Employee Health Savings Contribution		348.08
LINCOLN NATIONAL LIFE INSURANCE	DFT0002085-2086	06/28/2024	Life Ins/ADD & LTD		2,438.51
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0002087-2094	06/28/2024	Public Employees Retirement		43,155.70

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...

Vendor Name	Payment Number	Payment Date	Description	Page 21 of 348	Amount
AWC EMPLOYEE BENEFIT TRUST	DFT0002095-2096	06/28/2024	Employee Health Insurance		1,002.16
NAVIA	DFT0002097	06/28/2024	Employee Flexible Spending Account		854.92
BANK OF AMERICA 941	DFT0002098	06/28/2024	Federal Taxes		36,673.34
AWC EMPLOYEE BENEFIT TRUST	DFT0002099-2101	06/27/2024	Health Ins. Employee Deductions 6/14/24 Payroll		3,231.08
PAYROLL	EFT	6/28/2024	Direct Deposit		203,659.80
Paycheck printed-Wojcik	10260	6/28/2024	Paycheck		646.40
				TOTAL	1,207,409.69

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...



Vendor Purchasing Report

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For Date Range 01/01/2024 - 07/05/2024

City of Kenmore

Name	Amount
1 ALLIANCE GEOMATICS	19,838.55
58 STARS TRAVEL	2,088.36
A & A LIMOUSINE & BUS SERVICE	672.00
AABCO BARRICADE COMPANY INC.	352.37
ABS VALUATION	2,000.00
ACF WEST INC	1,597.28
ADVANCE TESTING & SERVICE INC	2,416.55
AFLAC	1,094.34
AGORA REFRESHMENTS	1,112.54
ALL AROUND FENCE COMPANY	24,715.12
ALPHAGRAPHS	741.99
ALWAYS ACTIVE SERVICES LLC	57,417.22
ALYSSA MONTGOMERY	150.00
ALYSSA RUSSELL	150.00
AM TEST, INC	1,690.00
AMADOR FARMS	116.00
AMBER CLIFTON	2,260.36
AMERICALL	1,157.37
AMERICAN GENERAL LIFE GPO/400S	1,321.98
AMERICAN SOCIETY OF COMPOSERS	500.00
AMERICAN TRAFFIC SOLUTIONS INC	90,000.00
AMY LINDBLOM	150.00
AMY ZIER	137.60
ANDRES TORRES	249.90
ANNA ARNOTT	215.06
ANNIE FOSTER	3,000.00
APPLIED CONCEPTS, INC.	1,845.85
AQUATECHNEX LLC	13,113.80
ASHWINI HOSADEVARAHADLU SHIVANANDA	250.00
ASPECT CONSULTING LLC	2,782.50
ASSOCIATION OF WA CITIES	22,510.15
AURORA RENTS	3,950.37
AVIDIA HEALTH	4,525.04
AWC EMPLOYEE BENEFIT TRUST	617,389.64
BANK OF AMERICA 941	405,735.75
BASTYR UNIVERSITY	250.00
BCN TELECOM, INC.	5,220.92
BERGER PARTNERSHIP	3,498.75
BIZDIVERSITY	1,750.00
BOAZ COFFEE	17.00
BOTHELL KENMORE CHAMBER OF COMMERCE	2,100.00
BRASS MONKEY INVESTMENTS LLC	7,554.90
BRIGHT SPARK EARLY LEARNING SERVICES	600.00
BROTHER'S FARMS	232.00
BROWNE AND TOASTED	30.00
BRYAN HAMPSON	165.00
BUD CLARY FORD OF MOSES LAKE	54,007.70
BUILDERS EXCHANGE OF WASHINGTON INC	75.10
BULGER SAFE & LOCK, INC.	109.25
C R COLLINS CONSTRUCTION INC	110.40
CALICO COOKIES - ERIN CALI	30.00
CALPORTLAND COMPANY	7,052.40
CAMP UNITED WE STAND	1,125.60
CANON FINANCIAL SERVICES, INC.	1,597.20

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...

Name	Page 23 of 348 Amount
CAPITAL ONE TRADE CREDIT/MCLENDRON	401.08
CASCADE PEST CONTROL	1,172.05
CASCADIA COLLEGE	30,000.00
CASCADIA LAW GROUP	3,093.75
CEDAR GROVE COMPOSTING, INC.	64.74
CENTER FOR HUMAN SERVICES	60,227.77
CENTRICITY GIS, LLC	14,500.00
CHANIN KELLY-RAE CONSULTING LLC	650.00
CHASE WALKER	492.19
CHICAGO TITLE	16.56
CITY OF BELLEVUE	42,142.71
CITY OF KENMORE	2,553.80
CITY OF KENT	575.00
CITY OF LAKE FOREST PARK	56,187.00
CITYWORKS/AZTECA SYSTEMS LLC	43,832.13
CODE PUBLISHING COMPANY	5,712.04
COMCAST	12,649.52
COMCAST BUSINESS	1,397.66
CONFLUENCE ENVIRONMENTAL COMPANY	13,438.95
CONSOLIDATED PRESS	7,567.76
CORE DESIGN, INC.	5,164.86
COSTCO	60.00
COTTAGE COMMUNITY BAKERY	36.00
CRAIG OLSON	248.00
D.P. NICOLI, INC.	469.37
DAHLIA CORONA	445.07
DAILY JOURNAL OF COMMERCE	3,506.45
DALE KRUEGER	208.65
DANSOUND INC	3,883.00
DAVID ARTHUR	1,213.03
DAVID BAKER	240.39
DEPARTMENT OF COMMERCE	105,918.27
DEPARTMENT OF LABOR AND INDUSTRIES	17,603.49
DEPARTMENT OF RETIREMENT SYSTEMS	498,460.46
DILIGENT CORPORATION	18,834.13
DRS 457	18,560.00
DTG RECYCLE	6,757.15
E SQUARED SYSTEMS, LLC	264.36
EBIX, INC.	33.06
ELECTRONIC BUSINESS MACHINES	1,089.53
EMC RESEARCH, INC.	60,250.00
ENVIRONMENTAL SYSTEMS RESEARCH INST	15,320.10
ENVIROTECH	10,041.75
ESD - LTC	5,921.47
ESD - PFML	10,883.68
FARM FRESH NW	102.00
FAST WATER HEATER	187.10
FASTSIGNS	3,915.35
FERGUSON WATERWORKS #3156	5,981.78
FIRE PROTECTION, INC	3,970.65
FIRESTONE INVESTMENT LLC	73,202.00
FIX AUTO KENMORE	2,840.91
FLEMINGS HOLIDAY LIGHTING LLC	2,247.17
FLYNN BEC LP	13,536.97
FLYWAY RETAIL + LIVING	3,111.41
FOURTEN CREATIVE	6,100.00
FUELCARE	7,643.05
GAMETIME	84.46
GARY ULRICH	40.00
GAYLYNN BRIEN	360.00

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...

Name	Amount
GCP WW HOLDCO, LLC	6,786.00
GOOD, MICHAEL J.	300.00
GORDON THOMAS HONEYWELL	22,575.00
GRAINGER	194.91
GRAND EVENT RENTALS	413.37
GRANICUS	6,825.01
GSC PRODUCTION	600.00
H.D. FOWLER COMPANY	4,185.40
HAYTON FARMS	40.00
HDR ENGINEERING, INC	41,793.50
HEALTH MANAGEMENT ASSOCIATES INC	36,928.75
HEIDELBERG MATERIALS	1,124.55
HERRERA ENVIRONMENTAL CONSULTANTS	1,116.06
HESTON PHOTOGRAPHY	420.04
HILLIS CLARK MARTIN & PETERSON P.S.	30,495.50
HOLMBERG COMPANY	1,100.04
HOME DEPOT CREDIT SERVICES	3,130.75
HONEY BUCKET	1,174.25
HORIZON DISTRIBUTORS INC	9,041.84
HP'S SMOKEHOUSE BBQ	330.00
HRA VEBA TRUST	24,941.03
HUNTINGTON TECHNOLOGY FINANCE	45,235.36
HYDROPOINT DATA SYSTEMS, INC.	3,922.93
ICICLE VILLAGE RESORT	8,138.12
ICLEI	1,200.00
ICMA INTERNATIONAL CITY/CNTY MGMT ASSOC	1,200.00
INSIDESOURCE	2,470.64
INSLEE, BEST, DOEZIE & RYDER, P.S.	222,744.55
INTERNATIONAL INST OF MUNI CLERKS	250.00
iWORQ SYSTEMS	2,800.00
JADA THOMPSON	156.00
JAMIE MCKEOGH	2,500.00
JASON CHURCH	7,500.00
JAYMARC AV	1,128.17
JENNIFER LEIGH DIXON	3,520.00
JENNIFER SPELHAUG	1,043.12
JENSEN TOFFEE	10.00
JERRY OWEN	27,732.40
JET CITY PRINTING	811.09
JIM DANDY SEWER & PLUMBING	462.42
JOHN BAYS	7,500.00
JOHN VICENTE	591.28
JONES BOYS MAINTENANCE CO. INC.	1,414.79
JORDAN STECKS	150.00
JURASSIC PARLIAMENT	1,899.64
KARI HATCHER	150.00
KARIM KARMALI	79.92
KBA INC.	11,774.27
KCDA PURCHASING COOP	6,834.60
KENMORE COMMUNITY CLUB	530.00
KENMORE ELEMENTARY PTA	2,500.00
KENMORE HERITAGE SOCIETY	5,393.00
KENMORE MIDDLE SCHOOL	5,000.00
KENMORE SENIOR CENTER	15,625.00
KERRY KAESTNER	150.00
KIMLEY HORN AND ASSOCIATES, INC.	24,502.50
KING COUNTY BAR ASSOCIATION	400.00
KING COUNTY FINANCE	93,979.79
KING COUNTY RECORDER'S OFFICE	541.50
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY	38,000.00

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...

Name	Amount
KING COUNTY SHERIFF	2,324,275.48
KING COUNTY TREASURY	103,652.68
KOMPAN, INC	4,238.63
KPFF CONSULTING ENGINEERS	111,269.32
LAKE CITY PARTNERS ENDING HOMELESSNESS	17,000.00
LANGTON SPIETH, LLC	20,000.00
LEIGH ANNE MALAVOTTE	156.00
LIGHTHOUSE CONSULTING INC	88,529.84
LINCOLN NATIONAL LIFE INSURANCE	13,900.56
LINKEDIN CORP.	5,730.00
LITTLE JACK FLOWER FARM	235.00
LUPITA ZAMORA CONSULTING LLC	1,200.00
MARY MILLER STEPHENS	7,500.00
MELANIE O'CAIN	453.50
MELINDA MERRELL	971.69
METROPOLITAN TRANSPORTATION COMM/STREETSAVER	2,000.00
MICHELLE KANG	415.39
MICHELLE SHAW	150.00
MINUTEMAN PRESS	28,092.17
MISSION SQUARE / 109964	371,820.01
MISSION SQUARE 457 / 304745	88,948.63
MKS PROPERTIES	20,137.00
MOJO STRATEGIES	4,862.50
MORGAN SOUND INC	4,443.21
MORGAN STANLEY CAPITAL MANAGEMENT LLC	4,166.66
Motorola Solutions, Inc.	1,595.34
MOTT MACDONALD	18,212.05
MR. T'S TROPHIES & AWARDS LLC	28.52
MSR KENMORE CREEK HOMES	7,500.00
MUNIMANAGE, LLC	10,750.00
NAC INC	44,515.00
NAMI EASTSIDE	3,750.00
NARWHAL MET, LLC	2,550.00
NATIONAL BARRICADE CO., LLC	2,784.14
NATIONAL LIFE INSURANCE CO.	657.66
NAVIA	23,701.55
NELSON ELECTRIC, INC.	6,028.80
NELSON TRUCK EQUIPMENT CO	9,779.98
NIGEL HERBIG	1,274.71
NIKHIL PATNE	250.00
NINA RASMUSSEN	977.74
NORTH AMERICAN SAFETY, INC.	2,300.50
NORTHSHORE PARK & REC SERVICE AREA	5,440.00
NORTHSHORE SCHOOL DISTRICT	287,976.50
NORTHSHORE SCHOOLS FOUNDATION	1,500.00
NORTHSHORE SENIOR CENTER	8,125.00
NORTHSHORE UTILITY DIST	75,092.91
NORTHSHORE YOUTH SOCCER ASSOC.	55.00
NORTHWEST ARBORICULTURE LLC	14,700.09
NORTHWEST TROPHY	1,548.56
NUHSA	1,000.00
OFFICE DEPOT	3,145.15
OFFICE OF MINORITY & WOMEN'S BUSINESS ENTERPRISES	2,395.47
OLBRECHTS & ASSOCIATES, PLLC	6,633.75
OLSON BROTHERS PRO VAC LLC	69,250.91
OLYMPIC ENVIRONMENTAL RESOURCES INC	27,569.10
OLYMPIC NURSERY INC	1,250.10
ONE DIVERSIFIED	287.34
ONTRA MARKETING GROUP	150.00
O'REILLY/FIRST CALL	370.31

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...

Name	Amount
OSBORN CONSULTING INC.	221,815.99
OUR FAMILY FARM	71.00
OUTCOMES BY LEVY, LLC	8,950.00
PACE ENGINEERS, INC.	159,832.75
PACIFIC AIR CONTROL, INC.	13,100.68
PACIFIC TOPSOILS	7,304.75
PACIFICA LAW GROUP LLP	792.00
PARAMETRIX INC	2,601.92
PAWS	2,977.00
PENDLETON CONSULTING LLC	10,701.90
PERFORMANCE SYSTEMS INTEGRATION LLC	390.12
PETROCARD, INC	3,942.42
PETTY CASH CUSTODIAN	472.08
PLYWOOD SUPPLY	1,287.36
POLCO	9,000.00
PREMIER MEDIA GROUP	990.00
PROGENGO LLC	128.76
PSR MECHANICAL, LLC	1,288.77
PUGET SOUND CLEAN AIR AGENCY	23,536.00
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR	1,209.60
PUGET SOUND ENERGY	198,618.23
PUGET SOUND PLANTS	2,548.73
QUADIENT LEASING USA, INC.	1,290.95
QUALITY BUSINESS SYSTEMS / WELLS FARGO	58.83
QUINN PROFFITT	612.20
RAJESH MASKARA	250.00
REGIONAL ANIMAL SERVICES OF KC	625.00
REGIONAL CRISIS RESPONSE AGENCY	38,459.75
REPUBLIC SERVICES #172	8,552.38
RICH HARTMAN'S BELLINGHAM FORD LINCOLN	53,089.00
ROB KARLINSEY	500.00
RRJ COMPANY, LLC	342,068.79
SAMANTHA LOYUK	146.06
SANDHYA MANICKAVASAGAM	150.00
SARABJIT MANN	7,500.00
SARAH ROBERTS	40,262.41
SCHEMATA WORKSHOP INC.	243.00
SCHINDLER ELEVATOR CORPORATION	3,037.77
SCORE	67,984.77
SEATTLE & KING COUNTY PUBLIC HEALTH	1,026.00
SEATTLE OUT & PROUD FOUNDATION	2,250.00
SEATTLE TIMES	6,835.50
SENTINEL OFFENDER SERVICES, LLC	585.00
SENZA KENMORE LLC / GOLDSMITH	7,500.00
SESAC	581.00
SHANNON & WILSON, INC.	2,162.50
SHANNON TIPPLE-LEEN	173.45
SHERWIN WILLIAMS CO.	303.76
SHI INTERNATIONAL CORP.	284.67
SHORELINE FIRE DEPT	1,400.00
SHRED IT, C/O STERICYCLE, INC>	780.62
SISKUN POWER EQUIPMENT	7,139.12
SIU SONG	144.80
SKYCORP, LTD	43,074.87
SLABJACK NW, LLC	5,031.57
SMS CLEANING, INC.	38,970.00
SNOHOMISH COUNTY	8,736.00
SOFTWAREONE, INC.	21,668.07
SOUND SAFETY PRODUCTS CO.	763.69
SPECIALTY DOOR SERVICE, INC.	790.13

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...

Name	Amount
ST OF WA DEPT OF FISH & WILDLIFE	40.00
STAPLES	10,580.20
STATE AUDITOR'S OFFICE	44,387.89
STATE OF WA DEPT. OF LICENSING	1.64
STEPHAN GMUR	1,775.72
STEPHANIE LUCASH	632.00
STEWART MACNICHOLS HARMELL, INC.	30,000.00
STOWE DEVELOPMENT & STRATEGIES LLC	10,200.00
STRATEGIES 360, INC.	18,416.67
STRIDER CONSTRUCTION CO., INC.	57,430.84
SUMMIT LAW GROUP PLLC	1,500.00
SUNBELT RENTALS	2,731.80
SUNRISE LOCAL BERRIES FARM, LLC	78.00
SUPERION, LLC	2,545.62
SWANK MOTION PICTURES, INC.	1,075.00
T MOBILE USA, INC.	10,241.51
TAMBI CORK	243.89
TASTAD CONSTRUCTION INC	171,479.13
THE LODGE AT ST. EDWARD PARK	261.51
TOASTMASTERS INTERNATIONAL	250.00
TOBIN BENNETT GOLD	711.40
TOTAL LANDSCAPE CORP	57,114.03
TRUE NORTH EQUIPMENT INC	168.96
TRUGREEN	351.53
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESOTA	1,704.47
U.S. BANK N.A. / CUSTODY	314.00
U.S. BANK PURCHASE CARDS	176,181.34
ULINE	4,092.77
UPS STORE KENMORE	505.37
URBAN LAND INSTITUTE	25,000.00
US POSTAL SERVICE	7,123.34
UTILITIES UNDERGROUND LOCATION CTR	897.60
VALLEY, CHRIS & BETH	2,464.75
VERIZON WIRELESS	400.30
VIJAYARAGHAVAN MAKKAKODE	250.00
WA CITIES INSURANCE AUTHORITY	795,456.00
WA FINANCE OFFICERS ASSOCIATION	225.00
WA RECREATION & PARK ASSOC.	605.00
WA STATE DEPARTMENT OF AGRICULTURE	75.00
WA STATE DEPT OF ENTERPRISE SVCS	4,117.00
WA STATE DEPT OF LABOR & INDUSTRIES	284.30
WA STATE DEPT OF TRANSPORTATION	6,193.68
WA STATE DEPT OF TRANSPORTATION	43.04
WAGNER ARCHITECTS	94,174.00
WASHINGTON AUDIOLOGY SERVICES, INC.	1,114.10
WASHINGTON CITY/COUNTY MGMT ASSOC	860.00
WASHINGTON FEDERAL BANK	2,732.20
WASHINGTON MUNICIPAL CLERKS ASSOC	100.00
WASHINGTON STATE FARMERS MARKET ASSOCIATION	350.00
WASHINGTON STATE OFFICE CASH MGMT	343.00
WESTERN DISPLAY FIREWORKS, LTD.	15,000.00
WESTERN ENTRANCE TECHNOLOGY, LLC	1,542.80
WESTLAKE HARDWARE WA-153	2,215.48
WM CORPORATE SERVICES INC.	19,334.79
WONDERLAND CHILD & FAMILY SERVICES	1,000.00
XEROX CORPORATION	3,566.06
YOUNGMIN KIM	150.00
YOURMEMBERSHIP.COM, INC	249.00
ZEN DEVELOPMENT, LLC	11,266.50
ZIPLY FIBER	4,354.87

VIII. C. Approve Total Check #s 54573 through 54665 totaling \$719,687.66...

Name
ZONAR SYSTEMS
ZUMAR

Amount
544.07
1,989.99

Vlist 7/5/2024

Final Audit Report

2024-07-12

Created:	2024-07-11
By:	Brenda Chamness (bchamness@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjc0mrNEHiayxD3NftLMCb9JwMUto1Fwb

"Vlist 7/5/2024" History

-  Document created by Brenda Chamness (bchamness@kenmorewa.gov)
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2024-07-11 - 11:51:21 PM GMT
-  Email viewed by mmerrell@kenmorewa.gov
2024-07-12 - 0:34:39 AM GMT- IP address: 50.235.209.34
-  Signer mmerrell@kenmorewa.gov entered name at signing as Melinda Merrell
2024-07-12 - 0:34:51 AM GMT- IP address: 50.235.209.34
-  Document e-signed by Melinda Merrell (mmerrell@kenmorewa.gov)
Signature Date: 2024-07-12 - 0:34:53 AM GMT - Time Source: server- IP address: 50.235.209.34
-  Document emailed to rkarlinsey@kenmorewa.gov for signature
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-  Signer rkarlinsey@kenmorewa.gov entered name at signing as Rob Karlinsey
2024-07-12 - 6:41:16 AM GMT- IP address: 50.47.207.55
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
Signature Date: 2024-07-12 - 6:41:18 AM GMT - Time Source: server- IP address: 50.47.207.55
-  Agreement completed.
2024-07-12 - 6:41:18 AM GMT



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City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Municipal Code administrative updates to sections 2.15.010 and 2.45.010 relating to the Kenmore City Hall Address, Claims for Damages, and Special Meetings

Proposed Council Action/Motion:

Adopt Ordinance No. 24-0613, Amending Sections 2.15.010 and 2.45.010 of the Kenmore Municipal Code to Update Provisions Relating to the Kenmore City Hall Address, Claims for Damages, and Special Meetings.

For Council Meeting Agenda of: 7/22/2024**Department:** City Manager's Office**Prepared by:** Anastasiya Warhol, City Clerk**Initial & Date****Approved by Department Head:** LC (ADCM) 7/12/24**Approved by City Attorney:** DR 7/12/24**Approved by Finance Director:** N/A**Approved by City Manager:** RK 7/12/24**Attachments/Exhibits:**

1. Ordinance No. 24-0613
2. Exhibit A, Section 2.15.010
3. Exhibit B, Section 2.45.010

Summary:

As a matter of routine maintenance, the Clerk's Office proposes amendments to sections 2.15.10 and 2.45.010 of the Kenmore Municipal Code. The amendments update the City Hall address to 18120 68th Ave NE, Kenmore, WA 98028. Additionally, the amendments include provisions of submittal of claims for damages to the Deputy City Clerk. These changes ensure the Municipal Code reflects the current operational practices and location of the City Hall.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 24-0613**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, AMENDING SECTIONS
2.15.010 AND 2.45.010 OF THE KENMORE MUNICIPAL CODE TO UPDATE
PROVISIONS RELATING TO THE KENMORE CITY HALL ADDRESS, CLAIMS FOR
DAMAGES AND SPECIAL MEETINGS.**

WHEREAS, it is necessary to update the address in the Kenmore Municipal Code to reflect the new City Hall location; and

WHEREAS, the City Council desires for the Municipal Code to reflect the process to serve a claim for damages consistent with RCW 4.96.020; and

WHEREAS, the City Council also desires to amend the code to include provisions for holding special meetings in accordance with RCW 42.30.080;

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

Section 1.

Section 2.15.010 of the Kenmore Municipal Code is hereby amended as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 2.

Section 2.45.010 of the Kenmore Municipal Code is hereby amended as set forth in Exhibit B, attached hereto and incorporated by reference.

Section 3.

This ordinance shall take effect and be in force five (5) days after its passage and publication.

PASSED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE 22ND DAY OF JULY 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

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

EXHIBIT A

Chapter 2.15

CITY CLERK

Sections:

2.15.010 Claims for damages.

2.15.010 Claims for damages.

~~The city clerk is hereby appointed to be the City agent responsible to receive claims for damages made under Chapter 4.96 RCW. Other than vacation, sick leave, and other temporary absences, the city clerk shall be available to receive claims for damages during normal City Hall business hours at Kenmore City Hall, 6700 NE 181st Street, Kenmore, Washington, 98028-0607. The City Clerk is hereby appointed to be the City agent responsible for receiving claims for damages made under Chapter 4.96 RCW. Other than vacation, sick leave, and other temporary absences, the City Clerk shall be available to receive claims for damages during normal City Hall business hours at Kenmore City Hall, 18120 68th Ave NE, Kenmore, WA 98028. If the City Clerk is unavailable due to vacation, sick leave, or other temporary absences, then the Deputy City Clerk shall be the designated agent available to receive such claims during normal Kenmore City Hall business hours. All such claims for damages shall be presented in a manner consistent with RCW 4.96.020. [Ord. 01-0117 § 1.]~~

EXHIBIT B

Chapter 2.45

CITY COUNCIL

Sections:

2.45.010 Regular meetings.

2.45.010 Regular meetings.

~~The city council shall hold its regular meetings, commencing at 7:00 p.m. on the second, third, and fourth Monday of each month. Meetings shall be held at the Northshore Utility District, 6830 NE 185th Street, Kenmore, Washington 98028, until the new City Hall is opened for business. Meetings shall be held at the new City Hall, 18120 68th Avenue NE, Kenmore, on or after the date City Hall is opened for business, as established by motion of the city council. Regular meetings may be held at such other times and locations as may be fixed by the city council. If a regular meeting falls on a legal holiday, the regular meeting shall be held on the first business day following such regular meeting date, at the same time and place. [Ord. 10-0307 § 1.]~~

The City Council shall hold its regular meetings, commencing at 7:00 p.m. on the second, third, and fourth Monday of each month. Meetings shall be held at the City Hall, 18120 68th Avenue NE, Kenmore. Regular meetings may be held at such other times and locations as may be fixed by the City Council. If a regular meeting falls on a legal holiday, the regular meeting shall be held on the first business day following such regular meeting date, at the same time and place. Special meetings may also be held in accordance with RCW 42.30.080.-



City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Speed Limit Reduction from 35 MPH to 30 MPH on NE 170th Street and Simonds Road NE between Juanita Drive NE and 92nd Avenue NE

Proposed Council Action/Motion:

Adopt Resolution 24-416 to reduce the speed limit on NE 170th Street and Simonds Road NE between Juanita Drive NE and 92nd Avenue NE from 35 MPH to 30 MPH.

For Council Meeting Agenda of: 7/22/2024

Department: Engineering – Public Works

Prepared by: Zeke Cohn
Traffic Engineering Intern

Initial & Date

Approved by Department Head: JV 7/08/2024

Approved by City Attorney: 7/01/24

Approved by Finance Director: N/A

Approved by City Manager: RK 7/02/2024

Attachments/Exhibits:

Attachment A: Resolution 24-416

Attachment B: Speed Limit Reduction Map

Summary:

Current travel speeds on NE 170th Street and Simonds Road NE between Juanita Drive NE and 92nd Avenue NE are appropriate for the current speed limit, but we expect that coming changes from the Simonds Road Restriping and NE 170th Sidewalk improvements project in July of 2024 will encourage lower travel speeds, supporting a speed limit reduction from 35 MPH to 30 MPH. We are committed to providing additional intervention as needed and when feasible in order to facilitate future travel speeds in line with the 30 MPH speed limit, and the City's Annual Count Program is in place to monitor the road speeds regularly and proactively. Adopting this resolution will make the speed limit change effective when new signs are installed; this signing change is planned to be completed as part of the Simonds Road Restriping project.

Information/Background:

On March 14th, 2022, staff presented a proposal for reducing speed limits along arterial and collector roads in the City of Kenmore. Results were presented to Council on the engineering assessment of the current speed limits and travel speeds on these roads. Based on the engineering study of roads included in this assessment, it was recommended to reduce the speed limit on Simonds Road in the future when speed management measures have been implemented to support lower speeds. Additionally, at the Council Meeting on June 24th, 2024, staff presented a recommendation for expanding the KAPE program. This included the recommendation to add continuous photo enforcement near Inglemoor High on Simonds Road, as well as reducing the speed limit on Simonds

Rd and 170th St from 35 MPH to 30 MPH. It is also recommended to change the speed limit at the same time as the changes happening to the traffic environment, which will support the lower speeds. The speed limit change should go into effect at least 6 months before continuous photo enforcement is implemented. This is in line with the KAPE program foundations of being transparent and fair by giving drivers time to adjust to and learn about the new speed limit before implementing photo enforcement of the new 30 MPH speed limit.

The City Council has adopted the Model Traffic Ordinance (MTO), codified at Chapter 10.05 of the Kenmore Municipal Code (KMC). The MTO provides the City Council with the authority to decrease or increase speed limits pursuant to RCW 46.61.415. Under this statute, to alter the maximum speed limit on a City road, the City traffic engineer must first carry out an engineering and traffic investigation and determine that the maximum speed permitted on a street is greater or less than is reasonable or safe under the existing conditions, and the traffic engineer should then issue a recommendation to City Council to change the speed limit accordingly. The City Council must then adopt a resolution, by simple majority, to change the speed limit.

Recent speed studies show reasonable compliance with the existing speed limit, and although a 5 MPH reduction in travel speeds is ambitious, we believe it will be supported by concurrent changes to the traffic environment. The reduction of 170th St to a single lane in each direction will leverage the speed management effects of existing measures, as well as support a greater effect from the new measures being installed with the 68th/Simonds Road Restriping and NE 170th Sidewalk improvements project.

This change is important because this is a complex facility which serves both neighborhood access and direct residential driveway access, as well as regional travelers, and is a facility where vulnerable road users (bicycles, pedestrians, etc.) share the traffic environment with high speed traffic. Setting appropriate speed limits and creating a traffic environment that supports them is critical to improving the safety of our vulnerable road users and providing them with a facility that is comfortable and effective for road users with diverse needs and abilities. This is in alignment with the City of Kenmore's objective of improving safety and accessibility for multimodal transportation in the city as part of its DEIA strategic plan.

Fiscal Consideration:

Speed limit reductions for this road requires only that speed limit signs be replaced to reflect the new speed limit and that temporary supplementary awareness signing be installed; this work is included in the scope of the Simonds Road Restriping project.

City Council Priority or Budget Objective Being Addressed:

Priority #3: Enhance multimodal transportation in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 24-416**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, ESTABLISHING A NEW REDUCED SPEED LIMIT OF
30 MPH ON NE 170TH STREET AND SIMONDS ROAD NE BETWEEN
JUANITA DRIVE NE AND 92ND AVENUE NE.**

WHEREAS, under Kenmore Municipal Code 10.05.010, Kenmore adopted the Washington Model Traffic Ordinance; and

WHEREAS, under Washington Administrative Code 308-330-270, after an engineering and traffic investigation by the City traffic engineer, the City Council may, by resolution, change a speed limit; and

WHEREAS, an engineering investigation was performed for NE 170th Street and Simonds Road NE between Juanita Drive NE and 92nd Avenue NE; and

WHEREAS, the investigation established that NE 170th Street and Simonds Road NE between Juanita Drive NE and 92nd Avenue NE warrants reduced speed limit compared to the current speed of travel; and

WHEREAS, lower speed limits support and encourage motor vehicle travel at lower and more appropriate travel speeds; and

WHEREAS, lower travel speeds for motor vehicles lead to reduced risk of motor vehicle crashes, reduced severity of injuries for crashes that do occur, and a reduced risk that such crashes will result in fatal injury for all road users; and

WHEREAS, reducing the risk of crashes and the risk of crash injury supports the City of Kenmore's Target Zero goal of achieving zero pedestrian and bicyclist fatalities by 2025; and

WHEREAS, reducing the risk of crashes and the risk of crash injury supports the Kenmore City Council priorities to focus on and enhance multimodal transportation in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel, and to support public safety.

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

Section 1. New Speed Limit Adopted. The speed limit on NE 170th Street and Simonds Road NE between Juanita Drive NE and 92nd Avenue NE is hereby established to be 30 mph (reduced from 35 mph). Such new speed limit will be effective immediately upon the installation of corresponding speed limit signage.

Section 2. Filing of Program. As required by RCW 35.77.010, the City Manager or designee is authorized and directed to file a copy of this resolution, together with the attached Exhibit, with the Secretary of the Washington Department of Transportation within thirty (30) days of adoption of this resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON AT A MEETING THEREOF THIS 22nd DAY OF JULY 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

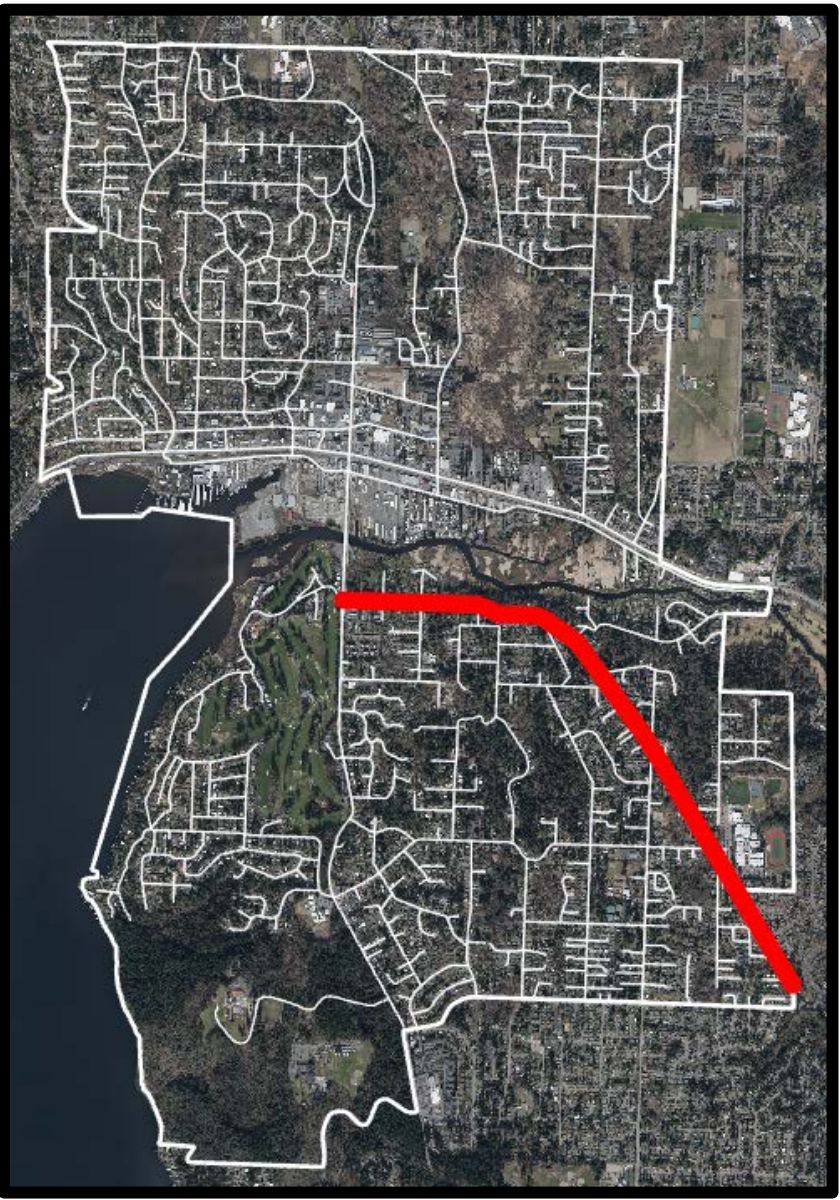
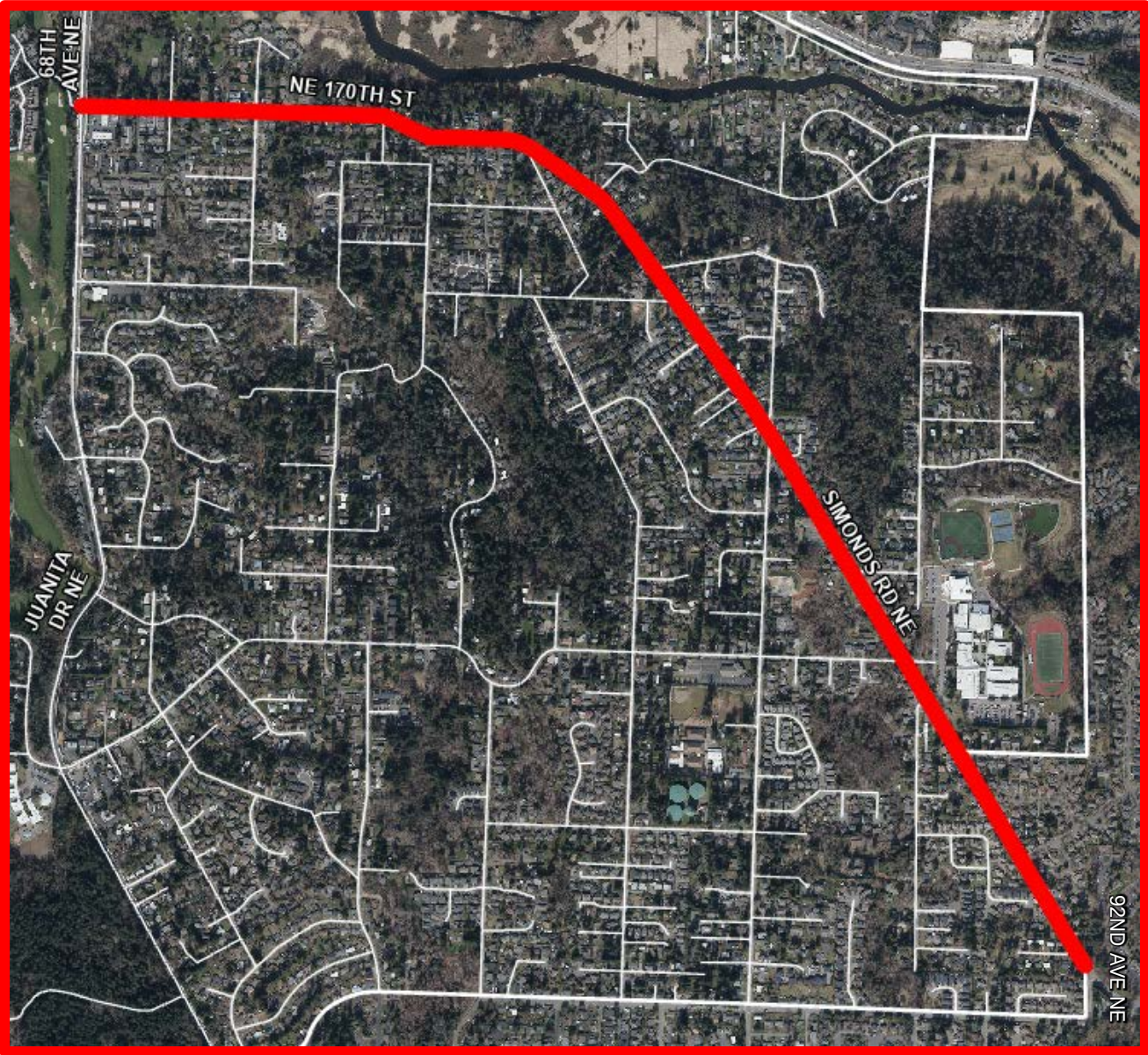
Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney

ATTACHMENT B: SPEED LIMIT REDUCTION MAP

 SPEED LIMIT REDUCED
FROM 35 TO 30 MPH



**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 24-418**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, IN OPPOSITION OF THE KROGER-
ALBERTSON'S MERGER.**

WHEREAS, Kroger and Albertson's, two large grocery store corporations, have announced an intent to merge; and

WHEREAS, Safeway is a grocery market chain, and a subsidiary owned by Albertsons, which could be negatively impacted by the merger; and

WHEREAS, Kenmore's Safeway is a cornerstone of the local community, and one of the city's largest employers, particularly union jobs; and

WHEREAS, earlier this month, Kroger and Albertson's released a list of grocery store locations which they intend to sell as part of the merger; and

WHEREAS, Washington has more grocery stores to be sold than any other state – 124 in total, including the Safeway in Kenmore; and

WHEREAS, ensuring a thriving local economy, job opportunities, and convenient shopping options for the community are priorities for the City of Kenmore; and

WHEREAS, approval of this merger would almost certainly lead to store closures, could undermine thousands of unionized grocery jobs, would likely increase prices for consumers, and worsen food deserts.

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

Section 1. The Kenmore City Council adopts this resolution to express its official position in opposition of the Kroger-Albertson's merger.

Section 2. The Kenmore City Council sends a copy of this resolution to the Federal Trade Commission, asking them to oppose the merger.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON AT A MEETING THEREOF THIS 22ND DAY OF JULY 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney



City Council Business Agenda Item

City of Kenmore, WA

Subject/Topic: Federal Community Projects Grant Acceptance Proposed Council Action/Motion: Accept \$1.3M of Federal Community Projects funding for the NE 192nd Culvert Replacement Project and authorize the City Manager to execute the appropriate agreements with the Washington State Department of Transportation (WSDOT).	For Council Meeting Agenda of: July 22, 2024 Departments: Public Works Engineering Prepared by: Terri Bielenberg <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Approved by Department Head:</td><td style="width: 30%;"><u>JV 7/8/24</u></td></tr> <tr> <td>Approved by City Attorney:</td><td><u>N/A</u></td></tr> <tr> <td>Approved by Finance Director:</td><td><u>MM 7/8/24</u></td></tr> <tr> <td>Approved by City Manager:</td><td><u>RK 7/8/24</u></td></tr> </table> Exhibits/Attachments: NA	Approved by Department Head:	<u>JV 7/8/24</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>MM 7/8/24</u>	Approved by City Manager:	<u>RK 7/8/24</u>
Approved by Department Head:	<u>JV 7/8/24</u>								
Approved by City Attorney:	<u>N/A</u>								
Approved by Finance Director:	<u>MM 7/8/24</u>								
Approved by City Manager:	<u>RK 7/8/24</u>								
Summary: City staff are requesting the city council to accept \$1.3 M in Federal Community Project funds and authorize the City Manager to execute the appropriate agreements with WSDOT for the NE 192nd Culvert Replacement project.									
Information/Background: In 2023, the City applied for funding with Congresswoman DelBene's office for Community Project funding for the NE 192nd Culvert Replacement project. The City was notified in March of 2024 that funds in the amount of \$1.3M were awarded to the culvert project. The NE 192nd Culvert Replacement project is located on NE 192nd St., approximately 230 feet west of 73rd Ave NE, and will remove existing fish barrier and replace with a fish passable culvert. Staff anticipates that design will begin August 2024 with construction anticipated in summer of 2027.									
Fiscal Consideration: This grant covers approximately 40% of the project cost. The remainder of the project cost is funded with City funds. Staff will continue to seek other funding sources to supplant city funds.									
<u>City Council Priority</u> or Budget Objective Being Addressed: Council Priority #2: Implement the adopted Climate Action Plan and promote environmental stewardship, including water, air, forest, and habitat restoration and preservation.									



**City Council Agenda Bill
City of Kenmore, WA**

Subject/Topic: Contract 24-C3071 Agreement to Provide Public Recreation Programming at the Rhododendron Park Public Boathouse between the City and the Kenmore Community Rowing Club (KCRC) Proposed Council Action/Motion: A motion authorizing the City Manager to execute Contract 24-C3071, subject to minor amendments agreeable by both parties, and as approved as to form by the City Attorney and execution by KCRC.	For Council Meeting Agenda of: 07/22/24 Department: Community Development Prepared by: Debbie Bent, Community Development Director <table border="0" style="width: 100%;"><tr><td style="width: 70%;">Approved by Department Head:</td><td style="text-align: right;"><u>Initial & Date</u> DB 7/18/24</td></tr><tr><td>Approved by City Attorney:</td><td style="text-align: right;">DR 7/15/24</td></tr><tr><td>Approved by Finance Director:</td><td style="text-align: right;">n/a</td></tr><tr><td>Approved by City Manager:</td><td style="text-align: right;">SLL, 7/18/24</td></tr></table> Attachments/Exhibits: Draft Contract 24-C3071	Approved by Department Head:	<u>Initial & Date</u> DB 7/18/24	Approved by City Attorney:	DR 7/15/24	Approved by Finance Director:	n/a	Approved by City Manager:	SLL, 7/18/24
Approved by Department Head:	<u>Initial & Date</u> DB 7/18/24								
Approved by City Attorney:	DR 7/15/24								
Approved by Finance Director:	n/a								
Approved by City Manager:	SLL, 7/18/24								
Summary: Contract 24-C3071 (Attachment #1) is an Agreement between the City and the Kenmore Community Rowing Club (KCRC) outlining the terms for the use of the Rhododendron Park Public Boathouse to provide public recreation rowing programs.									
Information/Background: The City provides recreation programming by partnering with other organizations. KCRC has been offering both adult and youth rowing programs at the Rhododendron Park Public Boathouse. The agreement for recreation programming outlines the terms for continuing use of the Boathouse. Agreement: The main points of the draft agreement (Attachment #1) are summarized as follows: Term (Section 3): - The agreement term is July 22, 2024, to December 31, 2028, with review of the agreement no later than five months prior to expiration. Boathouse and Dock Use (Section 5): - KCRC may use the Park, Boathouse, adjacent dock and outdoor storage area for the rowing programs. - NSD has priority use of the boathouse for the rowing program including equipment storage for the Fall 2024 (mid-August through mid-November) and Spring 2025 (mid-March through mid-May of 2025) seasons based on rowing times confirmed by NSD and approved by the City. KCRC may also use the facilities outside these hours based on a schedule confirmed by KCRC and approved in advance by the City. KCRC has second priority use during the NSD rowing program season. - Recognition that use of the dock is on a first come first served basis. KCRC Responsibilities (Sections 6, 8, 10 and Exhibit A):									

- KCRC is responsible for boathouse management applicable to its rowing programs, including, but not limited to, safety training, operations, compliance and maintenance.
- KCRC is responsible for collecting all participation fees for the rowing programs.
- KCRC acknowledges the City's right to impose an annual rent for use of the Boathouse, commencing no sooner than July 1, 2025. Meeting to discuss rent 90 days prior to imposition. The rent may be based on capital cost recovery, depreciation, maintenance costs, other costs such as utilities and reflect proportionate share of the Boathouse use.
- In the first quarter of each year, KCRC provides an annual report and presents results at a later city council meeting.
- KCRC shall make available financial aid to at least ten individuals who wish to participate but who are financially unable to do so due to low income.
- When the Interlocal Agreement between the City and Northshore School District expires June 30, 2025, KCRC shall either start a youth program or accommodate and share space with a new youth rowing club. If KCRC chooses the first option, then KCRC shall make available at least 10 youth scholarships per year.
- KCRC agrees to maintain the Boathouse in good condition during KCRC use and repair damage caused by KCRC use.
- KCRC is responsible for its own property, trade fixtures, furniture, and equipment.
- KCRC responsible for safety and compliance in accordance with USA Rowing Standards, Washington State and U.S. Coast Guard water safety laws. KCRC is responsible for providing adult on-water supervision when youth are in watercraft on the water.

City Responsibilities (Section 7,8)

- The City is not responsible for any costs associated with the KCRC rowing program including, payment of coaches and damage to the boathouse, park, or dock caused by the rowing program.
- The City identifies City contact(s) involved in managing this Agreement and coordinating the use of the Boathouse for the rowing programs.
- City responsible for utility payments.
- City confirms schedule for boathouse use.
- City maintains the exterior of the building, the park and provides janitorial services for the bathroom.
- City confirms schedule for boathouse use.

Rowing Program Equipment (Section 9)

- KCRC provides all equipment necessary for the KCRC rowing programs.
- Any agreement to share, use or maintain equipment between KCRC and other organizations using the Boathouse is the sole responsibility of those parties.

Fiscal Consideration:

As outlined in the proposed contract, the City has a right to impose an annual rent for use of the Boathouse, commencing no sooner than July 1, 2025. The rent may be based on capital cost recovery, depreciation, maintenance costs, other costs such as utilities and may reflect proportionate share of the Boathouse use. In addition, the contract establishes that the City is not responsible for any costs associated with the KCRC rowing program. The City will be responsible for utility payments, maintenance of the building exterior and park, and will provide janitorial services for the bathroom.

City Council Priority or Budget Objective Being Addressed:

Priority #9 Foster community engagement and participation.

AGREEMENT FOR PUBLIC RECREATIONAL PROGRAMMING

THIS AGREEMENT made and entered into this 22nd day of July, 2024, by and between the City of Kenmore, a Washington municipal corporation ("City"), and Kenmore Community Rowing Club, a Washington nonprofit corporation ("KCRC").

RECITALS

WHEREAS, the public has limited access points to experience Lake Washington and the Sammamish River in Kenmore; and

WHEREAS, providing and enhancing public access to the City's shorelines and waterways has been a priority of the City; and

WHEREAS, there are several City-owned waterfront parks that provide public access to the City's shorelines and waterways; and

WHEREAS, the City owns Rhododendron Park, located at 6910 NE 170th Street, Kenmore, Washington ("Park") with access to the Sammamish River and Lake Washington; and

WHEREAS, the City constructed a boathouse at Rhododendron Park ("Boathouse") as one component of an overall strategy to expand water-based activity opportunities for the public; and

WHEREAS, in lieu of the costs and resources needed to staff a recreation department, the City utilizes a more cost-effective means of providing recreation programming by partnering with other organizations to provide recreation programming for public purposes; and

WHEREAS, the KCRC are members of US Rowing and are a registered 501 (c)(3) offering rowing opportunities based out of the Boathouse for novice to experienced adults and youth rowers to row in Lake Washington and the Sammamish River; and

WHEREAS, this partnership with KCRC has been successful resulting in expanded water-based activity for the public; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

VIII. H. Authorize the City Manager to execute Contract No. 24-C3071, to...

1. **Recitals.** The recitals set forth above are incorporated herein as findings in support of this Agreement.
2. **Ownership.** The Parties acknowledge that the City owns the Park and Boathouse.
3. **Term.** The term of this Agreement shall commence and be effective on July 22, 2024, and shall expire on December 31, 2028, unless otherwise terminated as provided herein. The Parties agree to review the Agreement no later than five (5) months prior to the expiration of the Agreement.
4. **Grant For Public Purposes:** The City grants to KCRC the non-exclusive right, license, and privilege to utilize the Boathouse and portions of the Park in the manner and for the public purposes specified in this Agreement. The areas utilized by KCRC shall be identified as publicly owned and operated for public recreation.
5. **KCRC Use of the Park, Boathouse, and Dock.**
 - 5.1 Permitted uses. KCRC may use the Park, Boathouse, adjacent dock and outdoor storage area (collectively, "Park Facilities"), as depicted on the site plan attached hereto as Exhibit B, and incorporated by reference, solely for the purpose of conducting activities, programs, and services reasonably related to KCRC's rowing programs ("Rowing Programs"), including storage of hand-powered watercraft, inflatable launches and equipment and supplies related thereto in the Boathouse storage area and no other location of the Park, and for incidental uses reasonably related to the KCRC's Rowing Programs ("Permitted Uses").
 - 5.2 Operating Hours. KCRC may use the Park Facilities consistent with the Permitted Uses during the Northshore School District (District) Fall 2024 and Spring 2025 Rowing Seasons, as published from time to time on the District's website but generally occurring mid-August through mid-November of 2024, and mid-March through mid-May of 2025, and the times of operation will be confirmed by the District and approved by the City ("District's Rowing Program Schedule") four weeks in advance of the start of the Rowing Seasons. KCRC may also use the Park Facilities outside the District's hours based on a Rowing Program schedule confirmed by KCRC and approved in advance by the City.
 - 5.3 Schedule Change. Any requested changes to the KCRC Rowing Program Schedule at the Park Facilities must be approved in advance by the City.
 - 5.4 Shared Park & Priority Use. KCRC acknowledges that the Park Facilities are shared facilities and may also be used by the public and other organizations as authorized by the City; provided, however, that the District shall have priority use and access to the Boathouse during the District's Rowing Program Schedule for the Fall 2024 and Spring 2025 Rowing Seasons. KCRC shall have secondary priority use of the Boathouse during the District rowing season. Priority use and access to the Boathouse following conclusion of the District's 2025 Spring Rowing Season shall be determined solely by the City.

VIII. H. Authorize the City Manager to execute Contract No. 24-C3071, to...

- 5.5 Dock. The following dock conditions apply:
- 5.5.1 Under normal conditions, the dock will be available to the public for launching hand-carried boats during normal park hours.
 - 5.5.2 No overnight moorage will be allowed.
 - 5.5.3 Dock use will be on a first-come, first served basis.
- 5.6 Courteous use. In recognition that water access is a limited resource in the City, KCRC agrees that participants (staff, coaches, and volunteer(s)) of the Rowing Programs shall agree to always operate in a courteous and respectful manner to others and shall work to minimize impacts of their activities on Park Facilities and other watercraft.
- 5.7 Public use. The Park shall remain open and available to the public for recreational purposes at all times during normal park hours from dawn to dusk.
- 5.8 Access. The City retains the right to enter, inspect, operate, maintain, repair, and improve the Park Facilities at all reasonable times. The City reserves the right to prohibit use of portions of the Park Facilities, including the Boathouse and dock for purposes of exercising its rights. Such rights shall be exercised in such a manner as to minimize disruption to KCRC.

6. KCRC Responsibilities

- 6.1 Rowing Programs Personnel. KCRC agrees that to operate the Rowing Programs and use the Park Facilities it shall maintain adequate personnel to comply with all terms and conditions of this Agreement, including, but not limited to, Section 10 Safety.
- 6.2 Supervision. KCRC shall identify and approve coaches, ~~volunteer(s)~~, and all person(s) responsible for the Rowing Programs, Boathouse operations and safety compliance, and shall provide their contact information to the City. KCRC agrees that all participants in the Rowing Programs shall be supervised by KCRC hired coaches and/or KCRC approved volunteers.
- 6.3 Information.-KCRC agrees to identify the person(s) and contact information involved in managing this Agreement and coordinating the use of Park Facilities for the Rowing Programs.
- 6.4 Boathouse Management Responsibilities. KCRC shall be responsible for boathouse management responsibilities applicable to the KCRC Rowing Programs, including, but not limited to safety training, operations, compliance and maintenance as set forth in Exhibit A of this Agreement, attached hereto and incorporated by reference.
- 6.5 Rowing Fees. KCRC shall be responsible for collecting all participation fees for the KCRC Rowing Programs.

- 6.6** Annual Rent. The parties agree and acknowledge the City's right to impose an annual rent for use of the Boathouse, commencing no sooner than July 1, 2025 ("Rent"). The City may determine the amount of Rent based on capital cost recovery, depreciation, maintenance costs and other costs such as utilities. The amount of Rent will also reflect proportionate share of Boathouse and facility use. The parties agree to meet to discuss potential Rent amount within 90 days prior to commencement of imposing rent.
- 6.7** Records and Reporting. To protect the public interest, the parties agree that the City shall be able to periodically review KCRC records to determine if the terms and conditions of this Agreement are being met, including but not limited to, standards of maintenance, public use, and public accessibility upon ten (10) days written notice to KCRC.

Within the first quarter of each year, KCRC shall submit to the City an annual report which shall provide relevant information about the prior calendar year, including but not limited to data on total hours of programming, number of youth participants and members, number of adult participants and members, volunteer hours, number and types of classes and programs, enrollment in each of the classes and programs, fees, and number and value of financial aid discounted memberships and classes for low-income youths and families. KCRC agrees to discuss the contents of the reports and discuss the status of financial aid awarded by KCRC. As part of its annual report, KCRC and staff will coordinate a presentation of the annual report to the City Council at a public meeting.

City staff may attend relevant portions of KCRC monthly board meetings.

KCRC shall maintain adequate records, data, and information of its actual gross revenue and expenditures in such detail as required by the City. Upon the City's request, KCRC shall provide to the City all records relating to its revenue and expenditures relating to the Rowing Program at the Park. Said records shall be subject to inspection, review or audit by the City during the performance of this Agreement and for up to four years after the Agreement terminates or expires.

6.8 Financial Aid: KCRC shall provide financial aid to anyone who expresses the desire to participate but are financially unable to do so due to low income. KCRC shall make available financial aid to at least 10 participants per year. In its brochures and marketing materials, and during its operations at the Boathouse, KCRC shall conspicuously advertise and make the financial aid known to the public and potential participants. The parties acknowledge that providing scholarships is a material part of this Agreement.

6.9 Definition. For purposes of this Agreement, "low income" is defined as set forth in KMC 18.20.098 and self-attestation shall be sufficient.

6.10 Youth Rowing Program: The Interlocal Agreement between the City of Kenmore and the Northshore School District for use of the

Boathouse for the high school rowing program expires June 30, 2025. KCRC shall either start a youth program or accommodate and share space with a new youth rowing club following the June 30, 2025 expiration of the Interlocal Agreement. If KCRC chooses the first option, then KCRC shall make available at least 10 youth scholarships per year. In order to ensure a smooth transition to either KCRC starting a youth program or sharing a space with a new rowing club, a collaborative strategic planning process with participation of all parties will be implemented to ensure a youth rowing program is ready to commence upon expiration of the Interlocal Agreement.

7. City Responsibilities.

- 7.1 Rowing Programs.** The City shall not be responsible for any costs associated with the KCRC Rowing Program, including, but not limited to, payment of coaches, supervisors, and/or damage to the Boathouse, Park, or dock caused by Rowing Programs.
- 7.2 Contacts.** The City shall identify City contact(s) involved in managing this Agreement and coordinating the use of the Boathouse for the Rowing Programs, refer to Exhibit C.
- 7.3 Utilities.** The City shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Park Facilities. The City shall not be liable for any interruption or failure in the supply of any such utilities to the Park Facilities, but the City shall use commercially reasonable efforts to cause such utility service to be restored.

8. Boathouse Maintenance.

- 8.1 City Maintenance.** The City shall maintain the exterior of the Boathouse, including the foundation, exterior walls and roof, the public bathrooms, and the hardscape of the staging area and the parking areas, in good condition and repair, including, but not limited to, repairing, replacing (subject to Section 12, below), and restoring the components of the same when necessary. The City shall be responsible for janitorial services in the public bathrooms. In addition, the City shall maintain and repair the Park, including the boardwalk, paths, the bridge, dock, and parking areas, to City standards, and shall be responsible for all ground maintenance and trash removal. The City shall maintain reasonable building security measures as will be determined solely by the City.
- 8.2 KCRC Maintenance.** KCRC agrees to maintain the Boathouse in good order and condition at all times during KCRC use, and in the manner set forth in Exhibit A. KCRC agrees to repair and replace (when necessary) the interior portions of the Boathouse building, when/if damage is caused by KCRC use of the Boathouse, including windows, plate glass, and doors/entryways to the Boathouse. KCRC shall be solely responsible for its own property, trade fixtures, furniture, and equipment.

9. Rowing Program Equipment.

9.1 Equipment for Programs. KCRC agrees to provide all equipment necessary for the KCRC Rowing Programs.

9.2 Shared Equipment. Any agreement to share, use or maintain equipment between KCRC and other organizations using the Boathouse is the sole responsibility of those parties.

10. Safety.

10.1 Safety Compliance. KCRC agrees to and shall ensure that the Rowing Programs comply with the Permitted Uses at the Park and Dock and comply with all USA Rowing standards. All 1:1 adult to youth interactions must be observable and interruptible. KCRC shall retain a reasonable ratio of staff, adult coaches and/or volunteers to youth rowers to ensure safe programming when youth are on the water. KCRC shall require that all employees, adult staff, volunteers, and parents of participants who provide training, supervision, and/or regularly or semi-regularly interact with participants who are youth or vulnerable adults successfully pass a Washington State Patrol criminal background check, consistent with RCW 43.43.830 through RCW 43.43.834, that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults.

10.2 Training. Participants must be taught how to properly enter and exit the water and navigate their watercrafts. All participants shall hold a current Seattle Parks Float Test (or equivalent). KCRC shall comply with all Washington State and U.S. Coast Guard water safety laws. KCRC must have written rules and procedures for water activities, including an emergency action plan specific to the Park location. In addition, KCRC staff, coaches must be First Aid and CPR-certified, and KCRC must provide First Aid kits on site and accessible to staff, and coaches..

10.3 Standards. The standards and requirements of this section have been promised to the City by KCRC, according to standards that are known to and understood by the City. The City shall not be required to enforce these standards and requirements and shall not be responsible for KCRC adherence (or lack of adherence) to them. When youth are in a scull or other watercraft on the water, KCRC shall have adult, on-water supervision at all times. On-water supervision means that the adult shall be in a watercraft that can follow youth and allow the adult supervisor to keep youth within view and respond to their needs.

11. Hazardous Materials

11.1 Environmental Laws; KCRC Indemnity. KCRC, its directors, officers, employees, contractors, agents, and licensees shall not use or store Hazardous Substances or Toxic Materials (hereinafter defined) on the Park Facilities or cause or permit the escape, disposal or release (a "Release") of any Hazardous Substances or Toxic Materials on the Park Facilities, in an

amount subject to regulation under applicable Environmental Laws (as defined below), or in a manner with violates any Environmental Laws. Fuel storage may be allowed if properly stored. The terms "Hazardous Substances" or "Toxic Materials" as used in this Agreement shall include any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminate and is regulated by Environmental Laws, or any other federal, state, or local statute, law, ordinance, rule regulation, or judicial or administrative order or decision, now or hereafter in effect. The term "Environmental Laws" as used in this Agreement shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Washington Model Toxics Control Act, as amended, Chapter 82.21 RCW et seq., and all other applicable laws, rules, orders, regulations and requirements of any federal, state, county or local governmental authority regulating toxins, pollutants or contaminates. KCRC shall indemnify, defend and hold harmless the City from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, fines, taxes and expenses (including litigation costs and reasonable attorneys' fees) that occurred after the effective date of this Agreement and are based on, arise out of, or in any way relate (directly or indirectly, in whole or in part) to (a) any Hazardous Substances or Toxic Materials generated, used, Released, stored or disposed of by KCRC, in an amount subject to regulation under or in violation of applicable Environmental Laws and/or (b) KCRC violation of any Environmental Laws. K C R C shall have no obligation to indemnify the City for the KCRC mere discovery of a pre-existing or new Hazardous Substance or Toxic Material on the Park Facilities that was not caused by KCRC. Notwithstanding anything to the contrary in this Agreement, KCRC shall not be responsible for any Hazardous Substances or Toxic Materials present on the Park Facilities on or before the effective date or for the violation of any Environmental Law relating to Hazardous Substances or Toxic Materials after the effective date to the extent the same results from the introduction of Hazardous Substances or Toxic Materials in violation of applicable Environmental Laws by the City or the City's agents, employees or contractors. KCRC obligations under this Section 11.1 shall survive the expiration or sooner termination of this Agreement.

- 11.2** City's Warranties. As of the effective date of this Agreement, the City has received no notice, demand, request for information, summons or order from any person or entity concerning the presence on the Park Facilities of any Hazardous Substances or Toxic Material in violation of any Environmental Laws.
- 11.3** Complete Agreement. This Section 11 constitutes the parties' complete agreement regarding Hazardous Substances or Toxic Materials for KCRC use of the Park Facilities authorized under this Agreement.

12. Miscellaneous.

12.1 Damage or Destruction.

- 12.1.1 Insured Damage and Repair to the Park Facilities. If during the term of this Agreement all or any portion of the Park Facilities is damaged or destroyed by fire or other casualty (a “Casualty”) KCRC shall give immediate notice to the City. If the Casualty is covered by the City’s casualty insurance policy, the City shall promptly repair such damage and restore the Premises to substantially its condition existing immediately prior to such Casualty using a contractor selected by the City; provided, however, this section is contingent upon the City Council authorizing such repairs.
- 12.1.2 Termination by City. If, in the City’s reasonable determination, the Park Facilities are damaged or destroyed by any Casualty covered by the City’s casualty insurance policy to such an extent as to render the same untenable in whole or substantial part, or to the extent of twenty-five percent (25%) or more of the replacement value of the Park Facilities during this Agreement, or if the City’s insurance proceeds are not sufficient to repair the damage, or the time needed to restore the Park Facilities will exceed nine (9) months from the date of the Casualty, then the City may, at its option, either (i) repair such damage as soon as reasonably possible, in which event this Agreement shall continue in full force and effect, or (ii) cancel and terminate this Agreement upon thirty (30) days' prior written notice given to KCRC.
- 12.1.3 Uninsured Damage. If during the term of this Agreement the Park Facilities are damaged and such damage was caused by a casualty not covered under the City’s casualty insurance policy, the City may, at its option, either (i) repair such damage as soon as reasonably possible at its expense, in which event this Agreement shall continue in full force and effect, or (ii) cancel and terminate this Agreement upon thirty (30) days' prior written notice given to KCRC.
- 12.1.4 KCRC Repair. In no event shall the City be responsible for repair or restoration of KCRC personal property or damage to Park Facilities caused by KCRC or Rowing Programs.
- 12.2 Indemnification; Liability. KCRC shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of KCRC use of the Park Facilities, including, but not limited to any activities relating to the Rowing Programs, KCRC’s conduct of its business, or from any activity, work or thing done, permitted, or suffered by KCRC in or about the Park Facilities, except only such injury or damage as shall have been occasioned by the negligence or willful actions of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes KCRC waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by KCRC and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

- 12.3** Public Restrooms. Except to the extent caused by the acts, omissions, negligence or willful misconduct, of KCRC or its agents, employees, contractors, or business invitees, KCRC shall have no responsibility or liability for any loss, damage, or expense in connection with the use of public bathrooms on the Park.
- 12.4** Survival. The provisions of Sections 12.2 and 12.3 shall survive the expiration or earlier termination of this Agreement.
- 12.5** Insurance. KCRC shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with rights provided under this Agreement by KCRC, its agents, representatives, or employees.

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

- i. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under KCRC Commercial General Liability insurance policy using ISO endorsement CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.
- ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- ii. Excess or Umbrella Liability insurance shall be written with limits of not less than \$1,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through KCRC Commercial General Liability insurance, or any combination thereof that achieves the overall required limits.

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

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

VIII. H. Authorize the City Manager to execute Contract No. 24-C3071, to...

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

F. Notice of Cancellation. KCRC shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice. KCRC shall deliver to the City prior to July 22, 2024, and no less frequently than annually thereafter, certificates evidencing the existence and amounts of insurance required in this Agreement. The City reserves the right to require reasonable additional coverage and increase limits as industry standards change.

G. Failure to Maintain Insurance. Failure on the part of KCRC to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to KCRC to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City within thirty (30) days of written demand from the City.

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

- 12.6 Insurance by Rowing Program Participants. KCRC agrees that it will require all participants in the Rowing Programs to purchase an individual membership to US Rowing, which in conjunction with the KCRC US Rowing membership, provides insurance that covers personal injuries, death and property damage relating to their participation in the Rowing Programs. For special community events, where there are participants who are non KCRC members, KCRC shall require such participants to sign a US Rowing waiver of liability form.
- 12.7 City's Property Insurance. The City agrees to add the Boathouse to its property insurance schedule and insure the same for its replacement cost, subject to and in accordance with the provisions applicable to the City's membership in the Washington Cities Insurance Authority (WCIA) risk pool.
- 12.8 Waiver of Subrogation. Notwithstanding any other term or provision hereof, the Parties hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

12.9 Successors and Assigns. Parties shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

12.10 Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the Parties and supersedes all prior discussions. The following Exhibits are an integral part of this Agreement and are incorporated herein by this reference:

Exhibit A – Scope of KCRC Maintenance
Exhibit B – Site Plan of the Park Facilities
Exhibit C – City Contacts

This Agreement may be amended only in writing, signed by both Parties.

12.11 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a Party to this Agreement shall have any rights under this Agreement or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

12.12 Waiver. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written agreement of both Parties.

12.13 Severability. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

12.14 Force Majeure. Any performance under any term of this Agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond the performing party's control, including without limitation, terrorist attacks, strikes, embargoes, shortages of labor or materials, pandemics, governmental regulations and delays, acts of God, war or other strife ("Force Majeure"); provided, however, that there shall be no extension until both the City or KCRC, as applicable, has received notice of the events upon which the other party is asserting have constituted a Force Majeure (provided that the party claiming the Force Majeure shall not be required to deliver notice thereof at the time the same commences) and notice when such Force Majeure events have ceased (which notice may be delivered upon the cessation of such Force Majeure events).

12.15 Counterparts. This Agreement may be signed in counterparts, and, if so signed, shall be deemed on integrated document.

12.16 Nondiscrimination. The Parties shall ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or

hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

12.17 Governing Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall only be brought in Superior Court of King County, Washington.

12.18 Notices. The designated representatives of the Parties shall be the following employees or their designees:

**CITY OF KENMORE
ROWING CLUB**

Anastasiya Warhol, City Clerk
18120 68th Ave NE
Kenmore WA 98028

awarhol@kenmorewa.gov
(425) 398-8900

KENMORE COMMUNITY

Emily Bonifaci, Board Chair
emily@kenmorerowing.org
Kenmore Community Rowing
Club
PO Box 82995
Kenmore WA 98028
425 224 5196

13. Termination.

13.1 Termination by the City. Unless otherwise terminated under a specific term of this Agreement, the City may terminate this Agreement by providing sixty (60) days' written notice to the KCRC of its intent to terminate this Agreement.

13.2 Termination by the KCRC. Unless otherwise terminated under a specific term of this Agreement, the KCRC may terminate this Agreement by sixty (60) days' written notice to the City of its intent to terminate this Agreement.

13.3 Effective Date of Termination. The Effective Date of Termination shall be the date upon which this Agreement ceases to be in force following the required notice as contemplated in this Section 13.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below:

CITY OF KENMORE, WASHINGTON

**KENMORE COMMUNITY
ROWING CLUB**

By: Rob Karlinsey

By: Emily Bonifaci

City Manager

Title: Board Chair

Date: _____

Date: _____

VIII. H. Authorize the City Manager to execute Contract No. 24-C3071, to...

EXHIBIT A
KCRC Maintenance Responsibilities

Consistent with Section 6 of the Agreement, KCRC agrees to maintain the Boathouse in good order and condition at all times during KCRC use.

KCRC care and management of the Boathouse must include:

- Securing the building when leaving;
- Maintaining a list of KCRC staff who are authorized to access the Boathouse;
- Maintaining office and cleaning supplies for keeping the Boathouse clean and tidy;
- Managing the KCRC rack assignments for KCRC shells;
- Using responsible protocols for gasoline storage and spills, including keeping all stored gasoline in the flammables cabinet;
- Performing regular safety audits of Boathouse conditions applicable to the KCRC Rowing Program;
- Maintaining safety equipment applicable to the KCRC Rowing Program; and
- Documenting and reporting to the City all Boathouse maintenance issues and the KCRC efforts to correct such issues.

Any maintenance issues or damage to the Boathouse not caused by KCRC during KCRC use shall be timely reported to the City, and shall not be the KCRC responsibility to repair or resolve.



Contacts

City Contacts:

Public Works Operations Point of Contact (single point of contact for any facility and/or site maintenance needs, facility access codes, etc.):

Quinn Proffitt (Monday thru Friday 6:00 AM to 2:30 PM)

Parks & Streetscapes Maintenance Supervisor

(206) 914-4739

qproffitt@kenmorewa.gov

Public Works Operations (Monday thru Friday 2:30PM to 5:00PM)

(425) 398-8900

After hours Emergencies: Public Works Operations On-call

(253) 274-6330

Life Threatening Emergencies: Please call 911

Contract Point of Contact (single point of contact for any issues specifically related to the contract agreement itself, submitting annual reports, program coordination, etc.)

Maurita Colburn

Recreation Program Supervisor

(425) 864-3788

mcolburn@kenmorewa.gov



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Human Services Strategic Plan Proposed Council Action/Motion: Authorize City Manager to execute a contract with Health Management Associates, Inc. for a Human Services Strategic Plan in an amount not to exceed \$60,000, in a form approved by the City Attorney.	For Council Meeting Agenda of: July 22, 2024 Department: City Manager's Office Prepared by: Tambi Cork, Housing and Human Services Manager <table><tr><td>Approved by Department Head:</td><td>Initial & Date SLL, 7/17/2024</td></tr><tr><td>Approved by City Attorney:</td><td>DFR, 7/16/2024</td></tr><tr><td>Approved by Finance Director:</td><td>MM, 7/16/2024</td></tr><tr><td>Approved by City Manager:</td><td>RK, 7/17/2024</td></tr></table> Exhibits/Attachments:	Approved by Department Head:	Initial & Date SLL, 7/17/2024	Approved by City Attorney:	DFR, 7/16/2024	Approved by Finance Director:	MM, 7/16/2024	Approved by City Manager:	RK, 7/17/2024
Approved by Department Head:	Initial & Date SLL, 7/17/2024								
Approved by City Attorney:	DFR, 7/16/2024								
Approved by Finance Director:	MM, 7/16/2024								
Approved by City Manager:	RK, 7/17/2024								
Summary: Requesting authorization to proceed with a contract of up to \$60,000 with Health Management Associates, Inc that will create a Human Services Strategic Plan for the City of Kenmore.									
Information/Background: On February 13, 2023, the Kenmore City Council approved a plan to create a Housing and Human Services Manager position to engage the community, conduct a needs assessment, identify available resources (grants, partnerships, etc.), serve as a resource to the community, and assist with the growing body of Housing and Human Services work that already exists. The City issued a Request for Proposals (RFP) on August 7, 2023 for a Human Services Needs Assessment, and Health Management Associates, Inc. was selected to perform this work. The final Kenmore Human Services Needs Assessment will be presented to Council for approval at the July 22, 2024 meeting. The next step in this work is to create a Human Services Strategic Plan, to create strategies and corresponding activities that will address the Key Findings from the Human Services Needs Assessment.									
Fiscal Consideration: The contract will use up to \$60,000 allocated for the Human Services Needs Assessment that was allocated at the February 13, 2023 City Council Meeting.									
City Council Priority or Budget Objective Being Addressed: 1. Increase and preserve the options for affordable housing 9. Foster community engagement, participation and fun 10. Support the post-pandemic recovery process									



City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Join and approve Kroger opioid settlement

Proposed Council Action/Motion:

Move to join and approve the Kroger opioid settlement and authorize the City Manager or designee to sign the Participation Form and Allocation Agreement III and take all steps necessary to implement the City's participation in the settlement.

For Council Meeting Agenda of: 07/22/2024

Department: Finance & Administration

Prepared by: Melinda Merrell, Finance & Admin
Director

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & Date

MM, 7/12/24

DFR, 7/12/24

MM, 7/12/24

RK, 7/12/24

Attachments/Exhibits:

None

Summary:

On April 23, 2024, Attorney General Bob Ferguson announced that Washington entered into a \$47.5 million settlement with Kroger, which does business as QFC and Fred Meyer in Washington, payable over 11 years. All of this amount will be dedicated to abating the opioid crisis in Washington. Washington's settlement is part of the multistate settlement with Kroger.

Information/Background:

Kenmore, along with other local governments, desires to hold certain entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescription opioids accountable for the harm and damage caused by the opioid epidemic. On April 11, 2022, the City Council passed a motion to approve the One Washington Memorandum of Understanding Between Washington Municipalities (MOU) and authorized the City Manager to sign the MOU. The MOU established a framework for the equitable allocation and use of potential opioid settlement funds with local jurisdictions, among other things.

In July of 2024, the AGO notified eligible cities of a nationwide opioid settlement against Kroger Co. (Kroger). The AGO estimates that if all eligible cities and counties join as they have for prior opioid settlements, cities and counties will receive \$23.75 million payable over eleven (11) years.

Key points of the settlement:

- Total Washington share of new settlement is \$47.5 million
- Will be split 50% local governments/50% State

VIII. J. Join and approve the Kroger opioid settlement and authorize the...

- Local governments will receive up to \$23.75 million over 11 years
- A local government's share will be allocated per the One Washington MOU
- A local government must spend settlement funds on an approved use for fighting the opioid epidemic (substantially similar to MOU Ex. A, "Opioid Abatement Strategies")
- The sign-on deadline is August 12, 2024
- An eligible city can participate even if did not file a lawsuit
- There are reporting requirements
- If not enough local governments participate, the settlement will be void and no one will receive any of the settlement funds

The Kroger opioid settlement agreements are located at the national settlement website at: <https://nationalopioidsettlement.com>. The Allocation Agreement III is the agreement between the State and eligible cities, and can be found at [Allocation Agreement III.pdf](#).

Fiscal Consideration:

Settlement funds for Kenmore are anticipated to be approximately \$4,855 over 11 years. Calculation is settlement funds of \$23.75 million multiplied by the city's percentage in Exhibit B of the MOU.

City Council Priority or Budget Objective Being Addressed:

Public Safety



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Receive and File Camp United We Stand Report	For Council Meeting Agenda of: 7/22/2024 Department: City Manager's Office Prepared by: Tambi Cork, HHS Manager										
Proposed Council Action/Motion: No Council action / motion is required.	<table><thead><tr><th></th><th><u>Initial & Date</u></th></tr></thead><tbody><tr><td>Approved by Department Head:</td><td><u>SL 7/10/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>N/A</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>N/A</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 7/10/24</u></td></tr></tbody></table> Attachments/Exhibits: 1. Temporary Permit TMP23-0816 2. CUWS 2024 Report		<u>Initial & Date</u>	Approved by Department Head:	<u>SL 7/10/24</u>	Approved by City Attorney:	<u>N/A</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RK 7/10/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SL 7/10/24</u>										
Approved by City Attorney:	<u>N/A</u>										
Approved by Finance Director:	<u>N/A</u>										
Approved by City Manager:	<u>RK 7/10/24</u>										
Summary: Per KMC 18.100.200, Camp United We Stand ("CUWS") was issued a temporary use permit (Exhibit 1) for a temporary outdoor homelessness encampment at Northlake Lutheran Church from 3/1/2024 – 7/4/2024. As a condition of that permit, CUWS is required to file a report with the City Manager and summarize the report at a City Council meeting. The attached report was received by the City Manager's Office in June 2024 and this agenda item fulfills the report requirements of the temporary use permit. The report includes a brief history of CUWS in Kenmore; information on residents, operations, and camp layout; police/fire interactions or other issues; and any highlights or challenges that the camp would like the City to be aware of. The CUWS report does identify the temporary use permit limit of 120 days maximum stay as a challenge, and requests consideration of extending this time limit to six months in any future revisions of the code.											
<u>City Council Priority</u> or Budget Objective Being Addressed: 1. Increase and preserve the options for affordable housing 5. Implement the Diversity, Equity, Inclusion and Accessibility (DEIA) Strategic Plan 10. Support the post-pandemic recovery process											



TEMPORARY USE PERMIT

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Permit Number: TMP23-0816

Type: TEMPORARY USE

Issue Date: 02/06/2024

Permit Information

Job Address:	6620 NE 185TH ST	Expiration Date:	7/5/2024
Parcel:	0226049037		
Description:	Camp United We Stand 2024 at Northlake Lutheran Church; outdoor homeless encampment 3/1/2024 - 7/4/2024.		

Contacts

Contact Name	Address	License Number	Phone
Applicant Bill Leon	17027 37TH AVE NE , LAKE FOREST PARK, WA 9815		(206)914-6663
24-hr Contact Mike Dee, CUWS Board President			(206)607-9409
Owner NORTHLAKE LUTHERAN CHURCH	P O BOX 82603 , KENMORE, WA 98028		

Permit Fees (Fees abbreviated in this section; see receipt for a complete summary of fees.)

Description	Amount	Description	Amount
PUBLIC NOTICE MAILING FEE	\$233.00	TEMPORARY USE PERMIT	\$839.00
TECHNOLOGY FEE	\$53.60		

ALL INSPECTION REQUESTS MUST BE SCHEDULED ONLINE at mybuildingpermit.com. Inspection requests received prior to 5:00 pm will be inspected the next business day. Requests received after 5:00 pm will be scheduled for the following business day. Specific times are not available. For occupied residential units you must be present during the inspection. Failure to attend can result in delayed inspections and re-inspection fees. Reinspection fees must be paid prior to inspection request.

Required Inspections

Inspections	Signature	Date	Inspections	Signature	Date
FINAL FIRE**					
FINAL OTHER**					

Agreement

The City approved plans, permit and inspection record must remain on the job site for use by City inspection personnel. I certify that the information furnished by me is true and correct to the best of my knowledge and the applicable City of Kenmore codes and requirements will be met. I hereby authorize City representatives to inspect my property Monday-Friday between the hours of 8.00 a.m. and 5:00 p.m. during this permit application process.

☐ Owner or ☐ Authorized Agent Permit Issued Online DATE: 02/06/2024
(Check one)

REQUIREMENT:

The Applicant shall print ALL approved permit documents including, but not limited to, the permit/inspection card, approved plans, approved site plan, approved calculations, etc. All materials shall be available on site and posted in a conspicuous location with the permit.

Conditions apply to this permit; see Page 2

Permit Conditions

1. Fire Department conditions apply per Ryan Burgess, Fire Marshal. See memo from Ryan Burgess dated 12/11/2023 (letter issued with permit). Conditions shall be verified and inspected prior to final. The applicant is responsible for requesting the inspection.
2. At approximately the 60-day mark (April 30, 2024), the applicant shall file a report with the city manager that contains topics, data and information required by the city manager, and thereafter summarize the report at a city council meeting. Contact person: Tambi Cork, Housing and Human Services Manager (TCork@kenmorewa.gov) CC: Permittech@kenmorewa.gov.
3. The temporary use shall comply with Kenmore Municipal Code (KMC) section 18.100.200. This includes but is not limited to:
 - A) The temporary use (CUWS) must allow inspections by City and King County health, fire, and police departments at any reasonable time and without notice.
 - B) CUWS shall restrict smoking to a designated smoking area, a minimum of 25 feet from adjacent properties.
 - C) CUWS shall observe quiet hours in accordance with KMC 8.05.025.
 - D) CUWS shall prohibit overnight stays by children under the age of 18, unless accompanied by a parent or guardian.
 - E) CUWS shall at all times, have a point of contact who can be reached by phone.
4. The city manager may terminate a permit upon a determination that the shelter is unfit for human habitation due to safety concerns, bad sanitary conditions or health related concerns, or disorderly or disorganized activities that adversely impact the safety, health, and welfare of the neighborhood adjacent to the shelter site.



Shoreline Fire Department
Fire Marshal's Office
17525 Aurora Avenue North
Shoreline, WA 98133-4812
206-533-6565
Fax 206-546-5719

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Date: 12/13/2023
Permit Number: TMP23-0816
Reviewer: Ryan Burgess
Description: Camp United we stand temporary encampment
Address: 6620 NE 185th Street Kenmore WA
Construction Type: N/A
Available fire flow: N/A

Temporary Use Permit Review

The following are comments/conditions for the Temporary Encampment for Camp United We Stand. The site plan and temporary use checklist was evaluated for compliance along with the provisions of the Kenmore Municipal Code (KMC) and the 2018 International Fire Code (IFC).

1. A fire inspection will be required upon completion of camp set up. Please schedule with Shoreline Fire Department Fire Marshal's office. All requirements of City of Kenmore Municipal code 18.100.200 (Indoor and Outdoor Temporary Homeless Shelter) and the below requirements shall be followed.
2. A fire permit is required for all tents over 400 square feet. Fire permit fees are waived.
3. All tents must be made of fire-resistant materials and labeled as such.
4. Provide adequate number of 2A-10BC rated fire extinguishers so that they are not more than 75 feet travel distance from any portion of the complex. All extinguishers shall be in good working order, checked annually, and marked with attached inspection tag.
5. Additional extinguishers will be required in cooking areas and approved smoking areas.
6. Smoking in designated areas only; these areas must be a minimum of 25 feet from any neighboring residential property, tents or areas containing flammable products. Provide ashtrays in areas approved for smoking.
7. Emergency vehicle access to the site must be maintained at all times. Access within the camp shall be unobstructed and maintained to allow EMS and fire crews to enter.
8. Members of the transitional encampment shall monitor entry points at all times. A working telephone shall be available to ensure the safety and security of the transitional encampment at all times.
9. Any fuel containers (LPG) shall be stored separately and safely away from possible damage or ignition sources. Containers shall be locked up and no smoking signs posted in area of storage.
10. Generators if used: (3106.6.2 2018 IFC). Generators shall be installed not less than 10 feet from combustible materials, shall be isolated from the public by physical guard, fence or enclosure and installed not less than 3 feet away from the internal combustion power source.
11. Heating sources shall be approved by the Fire Marshal and shall have tip over protection. No flame producing heating device options shall be used.

For further questions or concern please contact:

Ryan Burgess
Fire Marshal
Shoreline Fire Department
206.533.6578 – rburgess@shorelinefire.com

CAMP UNITED WE STAND

c/o Richmond Beach Congregational Church-United Church of Christ
1512 NW 195TH ST
SHORELINE, WA 98177
CampUnitedWeStand.TENTCITY@gmail.com
<https://campunitedwestand-tent city.org>

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To: The Mayor and City Council of Kenmore
From: Ray Thomas and Bill Leon, CUWS Board Members
Re: Update from Camp United We Stand at Northlake Lutheran Church
Date: June 6, 2024

First, the Camp residents and Board really appreciate the hospitality of Kenmore and Northlake Lutheran Church.

This is the second time that CUWS has been hosted here. We feel we have been good guests, assisting with cleanup of the area and even assisting with the staging for the musical presented at Northlake. The Church has been very helpful in so many ways.

Since early March until now the Camp has had from 22-35 Camper residents with 10-12 ft. square tents covered with tarps on platforms built by the Camp. CUWS plans to move again in early July.

At grade level near neighbors, the Camp is surrounded by an eight-foot high privacy ivy-appearing fence with only two exits. The second is for emergency use only. The first is the main entrance and exit. At the main entrance the Camp has a security tent which is staffed by camp residents 24/7. All entering must sign in. The Camp has internet. All intakes and background checks are performed there.

Next to the security is the donations tent which is well organized with shelves and bins and has hours for Camp residents or others set by or scheduled by the Donations Coordinator.

The portable component shower, with solar lighting and water heated by a propane instant heater is across from the security tent. Gray water from the shower and kitchen sink is piped to the Church's clean out port. Showers are scheduled at the Security tent where a key is signed out and extra towels are available. Camp residents clean the shower after each use. The shower was built by a Camp resident and a volunteer thanks to a donation from the City of Kenmore last year. It has been hugely popular and most appreciated. Occasionally, singing may be heard.

Next to the shower is the Kitchen with gas burners, micro wave, 2 refrigerators and a freezer and an adjacent carport dining area. The kitchen coordinator runs a tight ship and has a Camp volunteer dishwasher to help keep things clean when some Camp residents are lax about cleaning up after themselves, a violation subject to disciplinary actions.

Next to the dining area is another carport for community space and a shared television. All smoking must be done in a separate tent and away from the Camp and Church. No alcohol or drugs are permitted.

Electricity is supplied by the church. Propane is purchased by the Camp or donated, sometimes by Camp residents. The Camp maintains a wide corridor through the middle of the Camp to accommodate emergency vehicles, should they need to come.

Porta potties are rented as well as dumpsters for trash. Camp residents have elected to contribute \$40 per person per month for these services.

EC's (executive committee members) are elected by the Camp residents to enforce Camp rules which are established by the Camp members and the volunteer Board. EC's can eject or temporarily bar anyone for violations or assign tasks for minor infractions. Bars are appealable to a Camp Meeting and/or to the Board. EC's may be removed by majority vote or by the Board. CUWS is a self-governing and democratic and on-going experiment in civic responsibility. No neighbors have complained about anything related to the Camp.

During our current stay in Kenmore, the police have been called only once. This was by a Camp EC when a Camp member yelling loudly and refused to be quiet during quiet time and was being verbally abusive. That Camp member left before the police arrived and subsequently moved out of the Camp. There has been one call for emergency medical treatment (that resolved the medical emergency). There have been no complaints from neighbors.

CUWS voted recently, and the Board concurred, to transition from tents and tarps to 10 foot by 20 foot canopy tents for all Camp members. With a dividing wall, they will each accommodate two people. These will provide a sturdier and more durable habitat compared to flimsy tents and tarps which are replaced frequently and which are costly. It will also provide a more consistent foot print and visual conformity. It will provide better living and better appearance and be structurally a more stable place to live.

Like Kenmore, some cities appreciate CUWS's operation and have expanded host time lengths beyond the 3 months that was common only a few years ago. We continue to appeal for longer stays as moving the camp adds more disruption to already precarious lives threatening job stability and opportunities for more permanent housing. If Kenmore, in reviewing and revising its code in the future, could allow for 6 month stays, that would also save money on moving costs.

Here are a few recent pictures of the Camp.







City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Amendments to the Exceptional Tree Ordinance; Section 18.57.063 of the Kenmore Municipal Code (KMC). Proposed Council Action/Motion: Public hearing and adoption of Ordinance No. 24-0611 to amend exceptional tree regulations in Section 18.57.063 of the Kenmore Municipal Code (KMC).	For Council Meeting Agenda of: 07/22/2024 Department: Development Services Prepared by: Samantha Loyuk, Development Services Director and Garrett Oppenheim, Assistant to the City Manager <table><tr><td>Approved by Department Head:</td><td><u>SL 6/3/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 6/27/24</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>N/A</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 6/3/24</u></td></tr></table> Attachments/Exhibits: 1. Ordinance No. 24-0611 2. Exhibit A of Ordinance 24-0611 (proposed changes highlighted in yellow) 3. Ordinance 23-0593 – Exceptional tree regulations adopted in 2023	Approved by Department Head:	<u>SL 6/3/24</u>	Approved by City Attorney:	<u>DR 6/27/24</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RK 6/3/24</u>
Approved by Department Head:	<u>SL 6/3/24</u>								
Approved by City Attorney:	<u>DR 6/27/24</u>								
Approved by Finance Director:	<u>N/A</u>								
Approved by City Manager:	<u>RK 6/3/24</u>								
Summary: An ordinance is proposed to amend exceptional tree regulations based on potential unintended consequences of ordinance no. 23-0593 related to housing, feedback from the public, and direction received from City Council at the 4/8/2024 study session. The amendments provide the city manager with discretion to allow removal of exceptional trees when necessary to construct new dwelling units including but not limited to accessory dwelling units (ADUs) and subdivisions.									
Information/Background: As part of their commitment to environmental stewardship, City Council passed ordinance no. 23-0593 on 10/16/2023 to protect exceptional trees. However, at the 4/8/2024 study session, City Council received community feedback which raised concerns of potential unintended consequences of the code which could negatively impact housing. The proposed code amendment aims to remedy that by giving the city manager discretion to allow removal of exceptional trees when necessary for the construction of new dwelling units.									
Fiscal Consideration: The code amendment is not anticipated to impact staffing or the budget.									
City Council Priority or Budget Objective Being Addressed: #1 – Increase and preserve the options for affordable housing.									

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 24-0611**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTERS 18.57 OF THE KENMORE MUNICIPAL
CODE TO AMEND EXCEPTIONAL TREE REGULATIONS AND
PROCEDURES WITHIN THE CITY; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Kenmore Comprehensive Plan (“Comprehensive Plan”) Policy LU-2.2.3 states that Kenmore’s regulation of land use should: a) protect public health, safety, and general welfare; b) protect environmentally sensitive areas, including wetlands, groundwater, streams, Lake Washington, the Sammamish River, and Puget Sound; and c) support tree preservation, whenever possible; and

WHEREAS, Comprehensive Plan Policy LU-1.5.2 identifies that development regulations should provide and address, among other things, tree retention standards; and

WHEREAS, the Comprehensive Plan Housing Element plans for a range of densities and housing types for all needs and incomes, through preserving, improving, and expanding housing stock; and

WHEREAS, the City aims to balance housing needs while honoring its commitment to exceptional trees and environmental stewardship; and

WHEREAS, the City Council has considered tree protection regulations at its April 19, 2021, May 26, 2021, September 20, 2021, December 6, 2021, March 21, 2022, May 16, 2022, July 18, 2022, and October 24, 2022, September 25, 2023, October 9, 2023, April 8, 2024, meetings; and

WHEREAS, ordinance no. 23-0593 was adopted by City Council on 10/16/2023, with an effective date of 10/25/2023, to establish an exceptional tree program; and

WHEREAS, the members of the public have voiced concerns about potential unintended consequences of ordinance no. 23-0593, specifically as it may negatively impact housing; and

WHEREAS, at the April 8, 2024 study session, City Council directed staff to amend the exceptional tree code to allow removal of exceptional trees when necessary for the construction of new dwelling units; and

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City’s police powers and is specifically authorized by RCW 35A.63.100, RCW 36.70A.040, and the Washington Constitution, Article XI, Section 11; and

WHEREAS the Proposed Amendments support Council priorities to increase and preserve the options for affordable housing; and

WHEREAS, the City sent notice of the Proposed Amendments to the Washington State Department of Commerce pursuant to RCW 36.70A.106; and

WHEREAS, on June 17, 2024, the City's Responsible Official issued a Revised Determination of Non-Significance pursuant to the State Environmental Policy Act in relation to the Proposed Amendments; and

WHEREAS, the City Council held a public hearing on July 22, 2024 and considered the comments and record relating to the Proposed Amendments; and

WHEREAS, the City Council desires to adopt the Proposed Amendments and finds that such amendments are consistent with the 2023-2024 Council Priorities, the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City Council has been guided by the goals of the Growth Management Act (RCW 36.70A.020) when considering adoption of the Proposed Amendments; and

WHEREAS, the City Council intends the amendments to remedy and cure unintended consequences and as such intends the amendment to retroactively apply to permits deemed complete on or after October 25, 2023; and

WHEREAS, the City Council finds that adoption of the Proposed Amendments is in the best interests of the residents of Kenmore and will promote the public health, safety, and welfare of the City.

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

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Amendment. The City Council amends Chapter 18.57 of the Kenmore Municipal Code as set forth in Exhibit A, attached hereto and incorporated by reference as if set forth in full.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

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

PASSED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE
22nd DAY OF JULY 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

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

EXHIBIT A TO ORD. 24-0611

18.57.063 Exceptional tree protections.

A. Prohibited Activities. The following activities are prohibited with regard to *exceptional trees*.

1. *Removal*, in whole or in part.
2. Harming, injuring, or damaging the *tree*, including cutting its bark or branches with a knife, axe, hatchet, saw, or any other similar device or object.
3. Pouring toxic material on the *tree* or on the ground near enough to the *tree* to affect its health.
4. Burning the *tree* or causing a fire near enough to the *tree* to affect its health.
5. Topping.
6. Pruning beyond the standards provided by the Tree Care Industry Association at ANSI300 Part 1.
7. Attaching any sign, poster, notice, or other object to the *tree*, or fastening any guy wire, cable, rope, nails, screws, or other device to the *tree*, with the following exceptions:
 - a. To support young or broken *trees*;
 - b. For residential uses (e.g., treehouses, tire swings, etc.);
 - c. The *City* may tie temporary signs or banners associated with street improvement, parades, seasonal lighting, or other *City* activities.

B. Variance. *Exceptional trees* may be *removed* only as allowed in this section.

1. *Variances* from the *exceptional tree* standards of this chapter may be authorized by the *city manager* in accordance with the approval criteria described in this section. A variance for removal of *exceptional trees* is a Type 2 land use decision, pursuant to KMC [19.25.020](#), except as described in subsection (B)(2)(a)(3) of this section.

a. Prior to commencing with the *removal* the owner shall obtain a permit from the *City*.

b. No variance is allowed in order to create additional lots.

b. ~~e.~~ Decision Criteria.

(1) Necessary for Rights or Use – Private *Development Proposals*. Such *variance* is necessary for the preservation and enjoyment of a substantial property right or use possessed by other similarly situated properties but which because of the presence of *exceptional tree(s)* is denied to the property in question. For a variance to be granted under this section, the applicant must demonstrate compliance with the reasonable use exception approval criteria established in KMC [18.55.180](#)(A)(1)(a) through (g). The phrase “*exceptional tree*” shall replace the phrase “*critical area*” when utilizing said criteria for a variance under this section;

(2) The granting of such *variance* will not be materially detrimental to the public welfare or injurious to the property or improvement;

(3) The granting of the *variance* is consistent with the general purpose and intent of the City’s comprehensive plan and adopted development regulations.

c. ~~d.~~ City Manager Review. The *city manager* shall review the application. The *city manager* shall approve, approve with conditions, or deny the request based on the proposal’s ability to comply with all of the *variance* criteria in this section.

d. ~~e.~~ Burden of Proof. The burden of proof shall be on the *applicant* to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

e. ~~f.~~ Time Limit.

(1) Establishment of any activity authorized pursuant to an *exceptional tree variance* shall occur within four years of the effective date of the decision for such *variance*. This period may be extended for one additional year by the *city manager* if the *applicant* has submitted the applications necessary to authorize the development activity and has provided written justification for the extension.

(2) For the purpose of this subsection, “establishment” shall occur upon the issuance of all local permit(s) needed to begin the development activity; provided, that the improvements authorized by such permits are completed within the time frames of said permits.

f. ~~g.~~ Mitigation Requirements.

- (1) To the extent feasible, *exceptional trees removed* under a *variance* shall be replaced at a ratio of three replacement trees for each *exceptional tree removed* (3:1).
- (2) If on-site replacement is not feasible, off-site replanting on public property with the *City's* written permission.
- (3) Whether planted on-site or off-site, replacement *trees* shall be of a species listed in Table 1 at KMC [18.20.3083](#) and must remain viable for a minimum of five years after planting or themselves be replaced at a 1:1 ratio.
- (4) Notwithstanding the foregoing, replacement trees under this chapter are considered *significant trees* pursuant to KMC [18.20.2730](#), regardless of diameter at breast height (d.b.h.).
- (5) Notice on *title*.
 - (a) In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, the owner of any property containing replacement *trees* planted as mitigation for the removal of *exceptional trees* shall file a notice with county records and elections division according to the direction of the *City*. The notice shall state the presence of the replacement *trees* on the property and the date until which they must remain viable, of the application of this chapter to the property, and the fact that limitations on actions affecting the *trees* may exist. The notice shall run with the land.
 - (b) This notice on title shall not be required for:
 - (A) A *development proposal* by a *public agency* or utility;
 - (B) Within a recorded easement or right-of-way;
 - (C) Where the agency or *utility* has been adjudicated the right to an easement or right-of-way; or
 - (D) On the site of a public facility.
 - (c) The applicant shall submit proof that the notice has been filed with the county records and elections division (i.e., copy of document recorded on title).

2. Hazardous Trees.

a. The *removal of hazard exceptional trees* shall comply with the following:

(1) Prior to commencing with the *removal* the owner shall obtain a permit from the *City*.

(2) The burden of proving the hazardous nature of the *tree* lies with the property owner. The property owner shall provide the *City* with a report, prepared by an International Society of Arboriculture (ISA) certified arborist with a current Tree Risk Assessment Qualification (TRAQ), documenting that the *tree(s)* has a "high" or "extreme" risk and no other mitigation measure will reduce the risk below "high."

(3) Emergency Tree Removal. Where tree removal is necessary to prevent or correct an immediate threat to public health, safety, property, or welfare is performed in an emergency situation, the permit application, evidence of the threat, and a tree risk rating of "high" or "extreme" prepared by a *qualified tree protection professional* shall be submitted within the next business working day to the *City*. Emergency tree removal, as described here within, is exempt from the Type 2 decision process.

b. Mitigation Requirements.

(1) The *removal of hazardous, dying, or dead exceptional trees* shall be *mitigated* by planting one replacement tree, unless otherwise provided in KMC [18.55.150](#)(E)(2).

(2) Replacement *trees* must be of a species listed in Table 1 at KMC [18.20.3083](#) and must remain viable for a minimum of five years after planting or themselves be replaced at a 1:1 ratio.

3. Private Access.

a. Prior to commencing with the *removal* the owner shall obtain a permit from the *City*.

b. *Exceptional trees* may be *removed* where necessary to provide for access to *development* sites, provided there are no feasible alternative alignments. Alternative access must be pursued to the maximum extent feasible.

4. Public Facilities.

a. The *City* reserves the right to *remove exceptional trees* where necessary for roads, bridges, *utilities*, and facilities.

b. *Exceptional tree* removal by private utilities require a tree removal permit and right-of-way use permit.

c. *Exceptional trees* removed under this section are subject to the mitigation requirements described in subsections (B)(1)(g)(1) through (4).

5. Housing

a. The *city manager* shall have the discretion to issue a permit to allow removal of *exceptional tree(s)* where such *removal* is necessary for the construction of new dwelling units (e.g., new accessory dwelling unit, short subdivision, etc.) which comply with the underlying zone.

b. Decision criteria.

(1) The granting of the permit is consistent with the general purpose and intent of the City's Housing Element of the comprehensive Plan;

(2) The removal of *Exceptional trees* is necessary in order to construct new dwelling units;

(3) No feasible alternatives exist which retain *exceptional trees* and achieve the permitted density. Alternative layouts which protect *exceptional trees* must be pursued to the maximum extent feasible.

c. Application. The process authorized in subsection B.5 applies to developments with applications deemed complete on or after October 25, 2023.

d. If any provisions of 18.57.063.B conflict with this subsection B.5, then this subsection shall prevail.

C. Modification to Standards to Protect Exceptional Trees.

1. For single-family residential subdivisions and short subdivisions on sites in the R-4 zone that contain *exceptional trees*, the minimum lot size may be reduced to 5,400 square feet with no limitation on the percentage of smaller lots, regardless of KMC [18.21.030](#), Footnote 16. The lot area shall exclude access easements and access panhandles.

2. Unless it would be unreasonable to do so based on the use of neighboring properties, the *city manager* may reduce *setbacks* in residential zones regulated by Chapter [18.21](#) KMC to 10 feet, and *setbacks* in other zones to five feet, in order to maximize the protection of an *exceptional tree* and avoid exceptions or variances.

D. Penalties.

1. Civil Penalty. The penalty for *removal* of an *exceptional tree* or any other activity prohibited under subsection A of this section shall be a civil penalty of up to \$2,500 per inch in d.b.h. of the *tree removed* with a maximum fine of \$150,000. In no case shall the penalty be reduced to less than \$10,000 total. For example, the monetary penalty for a 30-inch d.b.h. Douglas fir *removed* results in a maximum penalty of \$75,000. If the violation is found to have been willful or malicious, as determined by the *city manager*, the amount of the penalty may be doubled as punitive damages and the violator may be subject to criminal penalties under KMC [18.57.110](#)(B).

2. In addition, any person found to be in violation of this section shall plant three replacement *trees* for each *exceptional tree* removed. Replacement *trees* shall be a species listed in Table 1 at KMC [18.20.3083](#) and must remain viable for a minimum of five years after planting or themselves be replaced by the offender at a 1:1 ratio. In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, a notice will be filed on the title by the same procedure outlined under subsection (B)(1)(g)(4) of this section. [Ord. 23-0593 § 4 (Exh. B).]

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 23-0593**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTERS 15.25, 18.20, 18.57, AND 19.25 OF THE
KENMORE MUNICIPAL CODE TO ESTABLISH EXCEPTIONAL TREE
REGULATIONS AND PROCEDURES WITHIN THE CITY; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Kenmore Comprehensive Plan (“Comprehensive Plan”) Policy LU-2.2.3 states that Kenmore’s regulation of land use should: a) protect public health, safety, and general welfare; b) protect environmentally sensitive areas, including wetlands, groundwater, streams, Lake Washington, the Sammamish River, and Puget Sound; and c) support tree preservation, whenever possible; and

WHEREAS, Comprehensive Plan Policy LU-1.5.2 identifies that development regulations should provide and address, among other things, tree retention standards; and

WHEREAS, consistent with the Comprehensive Plan, the City Council adopted Chapter 18.57 of the Kenmore Municipal Code (“KMC”), the “Tree Management and Protection Code” and declared that the purpose of the chapter was to establish a process and standards to:

1. Increase the livability of an area by helping to screen people and *buildings* from wind and inclement weather;
2. Create a special sense of identity, a sense of community and civic pride, and a memorable place to live and work;
3. Preserve and enhance the *City’s* physical and aesthetic character by preventing untimely and indiscriminate removal or destruction of *trees*;
4. Promote *site* planning, construction practices, and horticultural practices that are consistent with the *reasonable* use of property;
5. Implement the goals and objectives of the *City’s* comprehensive plan; and
6. Implement the goals and objectives of the *City’s* parks and recreation master plan.

WHEREAS, the City Council finds that the purposes for tree protection regulations as

articulated above remain valid today, and that protecting trees provides substantial value to the City and its residents by:

A. Reducing soil erosion and water pollution in the City's streams and creeks by providing wind breaks, slowing the surface movement of water, reducing the amount of stormwater runoff, and stabilizing soil with their roots and fallen leaves;

B. Improving air quality by removing pollutant gases and airborne particles;

C. Positively affecting energy and water conservation by providing shade, lowering temperatures, and reducing net evaporation rates;

D. Reducing noise pollution by absorbing and deadening excessive and/or unwanted noise and by screening the source of the noise from view; and

E. Providing a wide variety of habitats and ecosystems for birds, mammals, and other wildlife [KMC 18.57.015.A-E];

WHEREAS, climate scientists maintain that big exceptional trees are invaluable to the environment and those native to the Pacific Northwest like Douglas firs, western hemlocks, and western red cedars are the best in the world at storing carbon - actually getting better at doing it as they age and grow bigger. In fact, according to the US Geological Survey, some large trees seem to add "the carbon mass equivalent of an entire smaller tree each year."

WHEREAS, in May of 2022, the City Council adopted the City of Kenmore Climate Action Plan ("CAP"), which acknowledges that cities like Kenmore have a critical role to play in addressing climate change impacts, including, but not limited to protecting, preserving, and restoring environmental and natural resources; and

WHEREAS, a CAP priority, goal and strategy include the expansion of tree canopy and sequestration opportunities, protecting critical and natural areas, and protecting local water bodies; and

WHEREAS, the City Council and members of the public have voiced concerns with the scope of tree removal within the City, and the Council directed staff to bring forward proposed regulations to further preserve and protect Kenmore's urban forest canopy; and

WHEREAS, the City Council has considered tree protection regulations at its April 19, 2021, May 26, 2021, September 20, 2021, December 6, 2021, March 21, 2022, May 16, 2022, July 18, 2022, and October 24, 2022, meetings; and

WHEREAS, the City Council desires to adopt certain amendments to the Tree

Management and Protection Code to protect exceptional trees within the City ("Proposed Amendments") as they are unique in size, species, age, health, and are worthy of long-term retention, and provide substantial value to the City and community as referenced in the recitals herein; and

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police powers and is specifically authorized by RCW 35A.63.100, RCW 36.70A.040, and the Washington Constitution, Article XI, Section 11; and

WHEREAS the Proposed Amendments support Council priorities to implement the adopted Kenmore CAP and promote environmental stewardship, including water, air, forest, and habitat restoration; and

WHEREAS, the City sent notice of the Proposed Amendments to the Washington State Department of Commerce pursuant to RCW 36.70A.106; and

WHEREAS, on September 1, 2023, the City's Responsible Official issued a Determination of Non-Significance pursuant to the State Environmental Policy Act in relation to the Proposed Amendments; and

WHEREAS, the City Council held a public hearing on September 25, 2023, and October 9, 2023, and considered the comments and record relating to the Proposed Amendments; and

WHEREAS, on October 9, 2023, the City Council voted to continue the period to receive written comments via email until 5:00 PM on Sunday, October 15th, 2023; and

WHEREAS, the City Council desires to adopt the Proposed Amendments and finds that such amendments are consistent with the 2023-2024 Council Priorities, the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City Council has been guided by the goals of the Growth Management Act (RCW 36.70A.020) when considering adoption of the Proposed Amendments; and

WHEREAS, the City Council finds that adoption of the Proposed Amendments is in the best interests of the residents of Kenmore and will promote the public health, safety, and welfare of the City;

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

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Amendment. The City Council amends Chapter 15.25 of the Kenmore Municipal Code as set forth in Exhibit A, attached hereto and incorporated by reference as if set forth in full.

Section 3. Amendment. The City Council amends Chapter 18.20 of the Kenmore Municipal Code as set forth in Exhibit B, attached hereto and incorporated by reference as if set forth in full.

Section 4. Amendment. The City Council amends Chapter 18.57 of the Kenmore Municipal Code as set forth in Exhibit B, attached hereto and incorporated by reference as if set forth in full.

Section 5. Amendment. The City Council amends Section 19.25.020 of the Kenmore Municipal Code as set forth in Exhibit C, attached hereto and incorporated by reference as if set forth in full.

Section 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 7. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 16th DAY OF OCTOBER 2023.

CITY OF KENMORE


[Nigel Herbig \(Oct 30, 2023 08:46 PDT\)](#)
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:


[Anastasiya Warhol \(Oct 18, 2023 13:40 PDT\)](#)
Anastasiya Warhol, City Clerk

Approved as to form:


[Dawn Reitan \(Oct 18, 2023 13:14 PDT\)](#)
Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 09/01/2023

PASSED BY THE CITY COUNCIL: 10/16/2023

ORDINANCE NO.: 23-0593

DATE OF PUBLICATION: 10/20/2023

EFFECTIVE DATE: 10/25/2023

EXHIBIT A TO ORD. 23-0593

I. Chapter 15.25 of the Kenmore Municipal Code (KMC) is amended to read as follows:

A. KMC 15.25.030 is amended to read as follows:

15.25.030 Definitions.

Certain words and phrases used in this chapter, unless otherwise clearly indicated by their context, mean as follows:

A. "Applicant" means a person who files an application for a permit under this chapter and who is either the owner of the land on which that proposed activity would be conducted, a contract purchaser, or the authorized agent of such a person.

B. "Bench" means a relatively level step excavated or constructed on the face of a graded *slope* surface for drainage and maintenance purposes.

C. "City manager" means the City of Kenmore city manager or his or her designee(s).

D. "Clearing" means the cutting or *removal* of *vegetation* or other organic plant material by physical, mechanical, chemical or any other means.

E. "Department" means the *department* designated by the *city manager* to administer this chapter.

F. "Diameter at breast height" means a *tree's* diameter in inches at four and one-half feet above the ground. On multiple stemmed or trunked *trees*, the diameter shall be the sum of diameters of all individual stems or trunks.

G. "Director" means the director of the *department* designated by the *city manager* to administer this chapter.

H. "Earth material" means any rock, natural soil or any combination thereof.

I. "Erosion" means the wearing away of the ground surface as the result of the movement of wind, water and/or ice.

J. "Excavation" means the *removal* of *earth material*.

K. "Exceptional tree" means a tree which because of its unique combination of size, species, and age is worthy of long-term retention for the purposes and values set forth in KMC 18.57.015, and that has been determined to constitute an important community resource and may not be *removed* or damaged.

1. All healthy specimens of *tree* species in Table 1 are *exceptional trees* if they have a diameter at breast height (d.b.h.) equal to or greater than that listed for the respective species. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump.
2. Any healthy *tree* with a d.b.h. of 48 inches or greater is an exceptional tree except those in Table 2 that are never considered exceptional.

Table 1. Exceptional Tree Species and Required Diameters at Breast Height

Tree Species (Common Name)	Scientific Name	Threshold d.b.h. (in inches)
Bigleaf Maple	<i>Acer macrophyllum</i>	42"
Douglas Fir	<i>Pseudotsuga menziesii</i>	30"
Grand Fir	<i>Abies grandis</i>	24"
Madrona	<i>Arbutus menziesii</i>	12"
Oregon Ash	<i>Fraxinus latifolia</i>	24"
Oregon White Oak	<i>Quercus garryana</i>	24"
Pacific Dogwood	<i>Cornus nuttallii</i>	24"
Pine (any species)	<i>Pinus</i> family	30"
Sitka Spruce	<i>Picea sitchensis</i>	24"
Western Hemlock	<i>Tsuga heterophylla</i>	24"
Western Red Cedar	<i>Thuja plicata</i>	30"
Willow (any species)	<i>Salix</i> family	24"

Table 2. Tree Species That Are Not Exceptional Trees

Tree Species (Common Name)	Scientific Name
Alder (any species)	<i>Alnus</i> family
Black Cottonwood	<i>Populus trichocarpa</i>
English Holly	<i>Ilex aquifolium</i>
Leyland Cypress	<i>Cupressus × leylandii</i>

L. "Fill" means a deposit of *earth material* placed by mechanical means.

M. "Grade" means the elevation of the ground surface.

1. "Existing grade" means the *grade* prior to *grading*.
2. "Rough grade" means the stage at which the *grade* approximately conforms to the approved plan.
3. "Finish grade" means the final *grade* of the *site* which conforms to the approved plan.

N. "Grading" means any excavating, filling, removing of the duff layer, or combination thereof.

O. "Hazard tree" means any *tree* that has a high probability of failure due to any structural defect, disease or damage or combination of defect, disease or damage. A "high probability of failure" means falling and causing damage to persons or property. A "hazard tree" includes, but is not limited to, any isolated *tree(s)* that have a high probability of failure due to low *wind-firmness* in post-construction conditions as determined by a *qualified tree protection professional*.

P. "Impervious surface" means a nonvegetated surface which either prevents or retards the entry of water into the soil mantle under natural conditions prior to development, and/or which causes water to run off the surface in greater quantities or at a rate of flow greater than the flow under natural conditions prior to development. Common *impervious surfaces* include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, paved areas, gravel areas, areas of packed or oiled earthen materials or other surfaces which similarly impede the natural infiltration of surface and *stormwater*. Open uncovered flow control or water quality treatment facilities shall not be considered as *impervious surfaces* for the purposes of determining whether thresholds for the application of minimum requirements are exceeded, but shall be considered *impervious surfaces* for the purposes of runoff modeling.

Q. "Land alteration" means any alteration to the surface of the land or the surface drainage including improvements to a storm water tract. *Land alterations* include but are not limited to: *excavations, fills, clearing, grading, and tree removal* or any combination thereof; placing or removing *impervious surfaces*, including *structures* and *pavement*; compacting the earth surface; changing the existing *grade*; or changing the surface so that surface water leaves the *site* differently, including changes to flow path, flow rate, or flow volume.

R. "Removal" with regard to *trees* means the act of removing a *tree* by digging up, cutting down, or causing a *tree* to die within a period of three years from such act.

S. "Shorelines" means those lands defined as shorelines in the State Shorelines Management Act of 1971.

T. "Significant tree" means an existing healthy *tree* that is not a *hazard tree* and that is at least six inches in *diameter at breast height* (d.b.h.) as measured at four and one-half feet (54 inches) above the ground. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump. Replacement trees required as mitigation for removed exceptional trees are considered significant trees, regardless of size.

U. "Site" means any lot or parcel of land or contiguous combination thereof where projects covered by this chapter are performed or permitted.

V. "Slope" means an inclined ground surface, the inclination of which is expressed as a ratio of vertical distance to horizontal distance.

W. "Storm drain system" means a system of gutters, pipes, or ditches used to carry surface and *stormwater* from the surrounding lands to drainage facilities, critical areas, streams or lakes.

X. "Stormwater" means water originating from rainfall and other precipitation that ultimately flows into drainage facilities, rivers, streams, lakes and wetlands. As applied in this chapter, *stormwater* is synonymous with the term "surface water."

Y. "Structure" means anything permanently constructed in or on the ground, or over the water, and excluding fences eight feet or less in height, decks less than 18 inches above *grade*, paved areas, and structural or nonstructural *fill*.

Z. "Terrace" means a relatively level step excavated or constructed on the face of a graded *slope* surface for drainage and maintenance purposes.

AA. "Tree" means a self-supporting woody perennial plant characterized by one main stem or trunk of at least six inches diameter at breast height, or a multiple stemmed or trunk system with a definite crown, maturing at a height of at least 12 feet above ground level. The *department* shall determine whether any specific woody plant shall be considered a *tree*.

BB. "Vegetation" means any and all organic plant life growing at, below, or above the soil surface. [Ord. 22-0547 § 2 (Exh. A); Ord. 16-0428 § 11 (Att. G); Ord. 12-0345 § 3 (Exh. A).]

B. KMC 15.25.070 is amended to read as follows:

15.25.070 Permit required – Exception.

No *land alteration* shall be performed without first having obtained a permit therefore from the City. Exemptions from permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City. Even if a permit is required, best management practices must be utilized to limit *erosion* and sedimentation. Permits shall not be required for the following:

A. Grading.

1. *Excavation* for construction of a *structure* authorized by a valid building permit;
2. *Excavations* for trenches for utilities not within critical areas, shorelines or associated buffer;
3. Exploratory *excavations* performed under the direction of a registered design professional; provided, that any disturbance of the area shall be the minimum necessary to carry out the work or studies and the disturbed area shall be immediately restored; and
4. *Excavation* or *fill* less than four feet in vertical depth not involving more than 100 cubic yards of earth or other material on a single *site* and not within critical areas, shorelines or associated buffers;

B. Clearing and Tree Removal of significant trees. This section does not apply to exceptional trees.

1. *Clearing* and *removal* of *trees* for the construction of a *structure* authorized by a valid building permit;
2. *Removal* of *significant trees* requires a permit filed by the owner of real property within the City on forms provided by the department for review and approval prior to removing the *tree*. The city manager may approve, deny, or approve with conditions an application for *tree removal*. The decision shall be based on the following approval criteria:
 - a. The *tree(s)* proposed for *removal* is on a lot containing an existing single-family detached dwelling unit;

- b. The *tree(s)* proposed for *removal* is not located within critical areas or associated buffers, shorelines or associated buffers, native growth protection areas, or wildlife protection zones;
- c. The *tree(s)* proposed for *removal* has not been previously designated for protection (e.g., as part of a plat); and
- d. The *tree(s)* proposed for *removal* complies with the yearly *tree removal* maximum allowances table shown below:

Lots up to 10,000 sq. ft.:	2 <i>trees</i> per year
Lots 10,001 sq. ft. to 20,000 sq. ft.:	4 <i>trees</i> per year
Lots 20,001 sq. ft. to 30,000 sq. ft.:	6 <i>trees</i> per year
Lots 30,000 sq. ft. and greater:	8 <i>trees</i> per year

- 3. *Clearing* by a public agency, franchise utility or public or private golf course for routine maintenance activities;
- 4. Minor stream restoration projects for fish habitat enhancement pursuant to a Washington State Joint Aquatic Resource Permit Application (JARPA);
- 5. Normal and routine maintenance of existing lawns and landscaping; and
- 6. *Removal* of noxious weeds. *Removal* of noxious weeds from critical areas, shorelines or associated buffers shall be subject to the requirements of KMC Title [16](#) and Chapter [18.55](#) KMC;

C. Engineering.

- 1. Less than 2,000 square feet of replaced *impervious surface* or new plus replaced *impervious surface* that is not within critical areas or associated buffers; and
- 2. *Land alterations* that are exempt from a *grading* permit and that do not alter the method by which the *stormwater* leaves the *site*. [Ord. 22-0547 § 2 (Exh. A); Ord. 16-0428 § 11 (Att. G); Ord. 12-0345 § 3 (Exh. A).]

EXHIBIT B TO ORD. 23-0593

I. Chapter 18.20 of the Kenmore Municipal Code is amended to read as follows:

A. KMC 18.20.2730 of the Kenmore Municipal Code (KMC) is amended to read as follows:

18.20.2730 Significant tree.

"Significant tree" means an existing healthy *tree* that is not a *hazard tree* and that is at least six inches in diameter at breast height (d.b.h.) as measured at four and one-half feet (54 inches) above the ground. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump. Replacement trees required as mitigation for removed exceptional trees are considered significant trees, regardless of size. [Ord. 22-0547 § 3 (Exh. B(I)); Ord. 11-0329 § 3 (Exh. 1).]

B. Chapter 18.20 KMC is amended by adding a new KMC 18.20.3083, "Tree, exceptional" to read as follows:

18.20.3083 Tree, exceptional.

"Exceptional tree" means a tree which because of its unique combination of size, species, and age is worthy of long-term retention for the purposes and values set forth in KMC 18.57.015, and that has been determined to constitute an important community resource and may not be *removed* or *damaged*.

1. All healthy specimens of *tree* species in Table 1 are *exceptional trees* if they have a diameter at breast height (d.b.h.) equal to or greater than that listed for the respective species. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump.
2. Any healthy *tree* with a d.b.h. of 48 inches or greater is an exceptional tree except those in Table 2 that are never considered exceptional.

Table 1. Exceptional Tree Species and Required Diameters at Breast Height

Tree Species (Common Name)	Scientific Name	Threshold d.b.h. (in inches)
Bigleaf Maple	<i>Acer macrophyllum</i>	42"
Douglas Fir	<i>Pseudotsuga menziesii</i>	30"

Grand Fir	<i>Abies grandis</i>	24"
Madrona	<i>Arbutus menziesii</i>	12"
Oregon Ash	<i>Fraxinus latifolia</i>	24"
Oregon White Oak	<i>Quercus garryana</i>	24"
Pacific Dogwood	<i>Cornus nuttallii</i>	24"
Pine (any species)	<i>Pinus</i> family	30"
Sitka Spruce	<i>Picea sitchensis</i>	24"
Western Hemlock	<i>Tsuga heterophylla</i>	24"
Western Red Cedar	<i>Thuja plicata</i>	30"
Willow (any species)	<i>Salix</i> family	24"

Table 2. Tree Species That Are Not Exceptional Trees

Tree Species (Common Name)	Scientific Name
Alder (any species)	<i>Alnus</i> family
Black Cottonwood	<i>Populus trichocarpa</i>
English Holly	<i>Ilex aquifolium</i>
Leyland Cypress	<i>Cupressus × leylandii</i>

II. Chapter 18.57 of the Kenmore Municipal Code is amended to read as follows:

Chapter 18.57 TREE MANAGEMENT AND PROTECTION

Sections:

[18.57.010 Title.](#)

[18.57.015 Findings and purpose.](#)

[18.57.030 Applicability.](#)

[18.57.035 Exemptions.](#)

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18.57.010 Title.

This chapter shall be known and may be cited as the Kenmore tree management and protection code. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.015 Findings and purpose.

A. Reducing soil *erosion* and water pollution in the *City's streams* and creeks by providing wind breaks, slowing the surface movement of water, reducing the amount of stormwater runoff, and stabilizing soil with their roots and fallen leaves;

B. Improving air quality by removing pollutant gases and airborne particles;

C. Positively affecting energy and water conservation by providing shade, lowering temperatures, and reducing net evaporation rates;

D. Reducing noise pollution by absorbing and deadening excessive and/or unwanted noise and by screening the source of the noise from view; and

E. Providing a wide variety of habitats and ecosystems for birds, mammals, and other wildlife;

F. Accordingly, the purpose of this chapter is to establish a process and standards to:

1. Increase the livability of an area by helping to screen people and *buildings* from wind and inclement weather;

2. Create a special sense of identity, a sense of community and civic pride, and a memorable place to live and work;

3. Preserve and enhance the *City's* physical and aesthetic character by preventing untimely and indiscriminate removal or destruction of *trees*;

4. Promote *site* planning, construction practices, and horticultural practices that are consistent with the *reasonable use* of property;

5. Implement the goals and objectives of the *City's* comprehensive plan; and

6. Implement the goals and objectives of the *City's* parks and recreation master plan. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.030 Applicability.

- A. No individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, shall directly or indirectly remove or destroy any *tree* as defined in this title within the *City*, without first obtaining a clearing permit as provided in KMC Title [15](#).
- B. Unless otherwise exempted in KMC [18.57.035](#), any *site* subject to *development*, including the division of a parcel of land into two or more parcels, within the *City* shall comply with the requirements of this chapter.
- C. Approval of a tree protection plan pursuant to the provisions of this chapter shall not discharge the obligation of the *applicant* to otherwise comply with the applicable provisions of this chapter.
- D. When any provision of any other chapter of the Kenmore Municipal Code conflicts with this chapter or when the provisions of this chapter are in conflict, that provision which provides more protection for individual *trees* and *groves* of *trees* shall apply unless specifically provided otherwise in this chapter or unless such provision conflicts with federal or State laws or regulations. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.035 Exemptions.

- A. The following land *uses* are exempt from the provisions of this chapter. However, compliance with other applicable provisions of the Kenmore Municipal Code including but not limited to then-current *critical area* regulations per Chapter [18.55](#) KMC and then-current clearing regulations per Chapter [15.25](#) KMC is still required:
1. Agriculture, meaning the use of the land for the primary purpose of deriving income from growing plants or *trees* on land including, but not limited to, land used principally for fruit or timber production, but not including land used principally for another *use* and only incidentally for growing *trees* or plants for income.
 2. *Commercial nursery or tree farm*, but only those *trees* which are planted and growing on the premises of a licensed retailer or wholesaler for sale to the general public. Other *trees* on such premises shall remain subject to this chapter.
 3. Residential *Development*.
 - a. All existing *lots* on which are to be situated new *single detached dwelling units* in residential zones based on tree removal limits established by clearing requirements.

b. All existing *lots* on which are situated existing detached *dwelling units* in residential zones based on tree removal limits established by clearing requirements.

c. Residential Development is not exempt from the provisions of Chapter 18.57.065 - *exceptional trees*.

4. Downtown Commercial and Downtown Residential Zones.

All *development* occurring within core areas designated as downtown commercial and downtown residential zones. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.050 Tree protection plan required.

A. Requirement Established. Except for the exemptions enumerated in this chapter, no individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, shall remove, transplant, or destroy, or cause to be removed, transplanted, or destroyed, on any land in the *City*, any *tree* as defined in this chapter, without first obtaining the *city manager's* approval of a tree protection plan and receiving a clearing permit from the *City*.

For *sites* proposed for land *development*, including the division of a parcel of land into two or more parcels, having *trees* below the minimum tree density, even though no *trees* are proposed to be removed, a tree protection plan is required to bring the *site* up to the minimum tree density standard herein established.

B. Submittal of Tree Protection Plan. Where the *site* proposed for *development* requires site or plat or short plat review, the tree protection plan shall be submitted concurrent with a site plan or plat or short plat application.

C. Tree Protection Plan Requirements. Attached to the *applicant* information and site plan information required for the clearing permit application, the *applicant* shall include the following tree protection plan information:

1. *Tree Survey*. For all *development proposals*, a *tree survey*, drawn to scale by a land surveyor licensed in Washington State, identifying the exact location and conditions of existing *trees* as defined in this title and containing the following information:

a. Common and botanical name of each *tree*.

b. *Trees* proposed to remain and to be removed.

c. *Groves* with indication of predominant species, number of *trees* and size of d.b.h.

d. Any off-site *tree* with a root protection zone which could be adversely affected by the proposed activity.

e. The location and dimensions of established and proposed perimeter *landscaping*, natural *vegetation* easements, and open space areas for public, *private*, or community use.

f. *Net buildable areas*.

g. *Critical areas* and their *buffers*.

h. Stormwater tracts.

i. Limits of construction line.

j. North arrow, scale, and date of survey.

2. An assessment of *tree windthrow* potential as described in KMC [18.57.085](#), along with any proposed mitigation measures to minimize windthrow. These measures shall be incorporated into the proposed tree protection plan described in subsection (C)(5) of this section.

3. A statement describing how *trees* intended to remain will be identified, marked, and protected before the start of and during *development* as further described in KMC [18.57.090](#).

4. A statement that describes replacement tree quality as conforming to the American Standards for Nursery Stock (ANSI).

5. Proposed Tree Protection Plan. The permit *applicant* shall have a *qualified tree protection professional* prepare recommendations for the tree protection plan. The tree protection plan shall be drawn to scale using the *tree* survey as a base and containing the following information:

a. The exact location, **common name, botanical name**, and condition of protected *trees*.

b. The exact location, common name, botanical name, and *caliper* of each *tree* species to be planted.

c. The *site* minimum tree density calculation indicating the total number, size, and species of existing *trees* to be preserved and the replacement *trees* to be planted as described in KMC [18.57.060](#).

d. The *site* replacement tree calculation as described in KMC [18.57.060](#) with an explanation including the number, *caliper*, and species.

e. The location, materials, dimensions, and layout of the protective barriers.

6. Submit a **landscape** bond quantity **worksheet on forms** **provided by the department.**

7. Additional Information. Any additional or more detailed information required by the *city manager* to ensure compliance with the provisions of this chapter (i.e., aerial photograph). The *city manager* may waive the requirements for the scaled drawing and other submission data if he finds that the information presented is sufficient to determine the project's compliance with the provisions of this chapter. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 15-0409 § 1 (Att. A); Ord. 11-0329 § 3 (Exh. 1).]

18.57.060 Tree density requirement.

A. Minimum Tree Density Requirement Established. A minimum tree density is required on each *site*. The tree density may consist of existing *trees* (provided they are not cottonwood, alder, or holly trees), replacement *trees*, or a combination of existing and replacement *trees*. The *site* density of *trees* to be protected on each *site* shall be determined prior to approval of a tree protection plan or clearing permit, by the *city manager*.

B. Tree Density Calculation. The minimum tree density required for each *site* is 30 tree units per acre of *net buildable area*.

1. To calculate the density of *trees* to be protected:

a. Obtain the d.b.h. measurement in inches for each protected *tree* within the *net buildable area*.

b. Go to Table 18.57.060A and select the tree unit value that corresponds to the d.b.h. for each protected *tree*.

c. Add up the tree unit values for all protected *trees* and divide by the total acreage of the *net buildable area*. This value must equal or exceed 30 tree units per acre of *net buildable area*. If the total is less than 30 tree units per acre, more *trees* must be protected or replacement *trees* will be required.

d. If replacement *trees* are planted as *groves* within designated tracts, then *applicant* may reduce total tree units required by 10 percent.

Table 18.57.060A
Existing Trees to Remain.

(Conversion from diameter (d.b.h.) in
inches to tree units for
trees protected on-site.)

d.b.h.	Tree Units	d.b.h.	Tree Units
1 – 5	1.0	30	8.2
6 – 10	1.2	31	8.6
11	1.4	32	9.0
12	1.8	33	9.5
13	2.0	34	10.0
14	2.3	35	10.5
15	2.6	36	11.0
16	2.9	37	11.5
17	3.2	38	12.0
18	3.5	39	12.5
19	3.8	40	13.0
20	4.2	41	13.5
21	4.6	42	14.0
22	5.0	43	14.5
23	5.4	44	15.0
24	5.8	45	15.5
25	6.2	46	16.0
26	6.6	47	17.0
27	7.0	48	18.0
28	7.4	49	19.0
29	7.8	50	20.0

Table 18.57.060A
Existing Trees to Remain.

(Conversion from diameter (d.b.h.) in
inches to tree units for
trees protected on-site.)

d.b.h.	Tree Units	d.b.h.	Tree Units
For every one inch greater than 50 d.b.h., add an additional 2 tree units (i.e., 62 d.b.h. = 44 tree units).			

C. Replacement *Tree* Requirement. If the number of existing *trees* is not enough to meet the minimum of 30 tree units per acre, a sufficient number of replacement *trees* shall be planted to meet the minimum requirement. To determine the total number of replacement *trees* required:

1. Obtain the *caliper* measurement for each replacement *tree*. Replacement *trees* are measured differently than protected *trees*. Instead of measuring d.b.h. as in protected *trees*, replacement *trees* are measured by *caliper* in inches according to industry standards (ANSI). *Caliper* on replacement *trees* is measured six inches above the ground line for four-inch and smaller *trees*, and 12 inches above ground for larger replacement *trees*.
2. Go to Table 18.57.060B and select the tree unit value that corresponds to the *caliper* for each replacement *tree*.
3. Add the replacement tree unit values together to determine how many of that size *tree* will be required to achieve the minimum *site* density. See Table 18.57.060C for an example.

Table 18.57.060B Replacement Trees.

(Conversion from
caliper inches to tree units for replacement *trees.*)

Deciduous Tree Caliper in Inches	Tree Units for Deciduous Trees	Coniferous Tree Height in Feet	Tree Units for Conifers	Tree Units for Native Conifers
1.5"	0.4	4' – 6'	0.5	0.8

Table 18.57.060B Replacement Trees.

(Conversion from
caliper inches to tree units for replacement *trees*.)

Deciduous Tree Caliper in Inches	Tree Units for Deciduous Trees	Coniferous Tree Height in Feet	Tree Units for Conifers	Tree Units for Native Conifers
2"	0.5	6' – 8'	0.7	1.0
3"	0.6	8' – 10'	1.0	1.5
4"	0.7	11' – 12'	1.5	2.0
5"	0.8			
6"	1.0			
7"	1.2			
8" +	1.5			

Table 18.57.060C Sample Tree Density Calculation.

The required density factor is calculated below as follows for five acres: five acres x 30
units = 150 tree units required.

Existing density (ED):

Size	Quantity	Total Units	Size	Quantity	Total Units
24"	3	17.4	12"	5	9.0
18"	3	10.5	8"	6	7.2
10"	4	4.8	15"	8	20.8
30"	7	57.4	4"	10	10.0
				Total ED	137.1

Replacement density (RD):

Size	Units	Quantity	Total Units
2" <i>Deciduous</i>	0.5	12	6.0
4" <i>Deciduous</i>	0.7	6	4.2
4' – 6' Native Conifer	0.8	5	4.0

Size		Units	Quantity			Total Units	
			Total RD			14.2	
ED + RD =	Site Total Tree Density	>	or	=	Minimum Density Required		
137.1 + 14.2 =	151.3	>			150	Density Satisfied	

The sum of the ED and RD must be greater than or equal to the minimum density required. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.063 Exceptional Tree Protections.

A. Prohibited Activities.

The following activities are prohibited with regard to *exceptional trees*.

1. *Removal*, in whole or in part.
2. *Harming, injuring, or damaging the tree, including cutting its bark or branches with a knife, axe, hatchet, saw, or any other similar device or object.*
3. *Pouring toxic material on the tree or on the ground near enough to the tree to affect its health.*
4. *Burning the tree or causing a fire near enough to the tree to affect its health.*
5. *Topping.*
6. *Pruning beyond the standards provided by the Tree Care Industry Association at ANSI300 Part 1.*
7. *Attaching any sign, poster, notice, or other object to the tree, or fastening any guy wire, cable, rope, nails, screws, or other device to the tree, with the following exceptions:*
 - a. *To support young or broken trees;*
 - b. *For residential uses, (e.g., treehouses, tire swings, etc.);*
 - c. *The City may tie temporary signs or banners associated with street improvement, parades, seasonal lighting, or other city activities.*

B. Variance.

Exceptional trees may be removed only as allowed in this section.

1. *Variances from the exceptional tree standards of this chapter may be authorized by the city manager in accordance with the approval criteria described in this section. A variance for removal of exceptional trees is a Type 2 land use decision, pursuant to KMC 19.25.020, except as described in Section 18.57.063(B)2(a)(3).*
 - a. *Prior to commencing with the removal the owner shall obtain a permit from the City.*
 - b. *No variance is allowed in order to create additional lots.*

c. Decision Criteria.

- i. Necessary for Rights or Use. Private *Development Proposals*: Such *variance* is necessary for the preservation and enjoyment of a substantial property right or use possessed by other similarly situated properties but which because of the presence of *exceptional tree(s)* is denied to the property in question. For a variance to be granted under this section, the applicant must demonstrate compliance with the reasonable use exception approval criteria established in KMC 18.55.180.A.1.a through 18.55.180.A.1.g. The phrase *exceptional tree* shall replace the phrase *critical area* when utilizing said criteria for a variance under this section;
- ii. The granting of such *variance* will not be materially detrimental to the public welfare or injurious to the property or improvement;
- iii. The granting of the *variance* is consistent with the general purpose and intent of the *City's* comprehensive plan and adopted development regulations.

d. *City Manager* Review. The *city manager* shall review the application. The *city manager* shall approve, approve with conditions, or deny the request based on the proposal's ability to comply with all of the *variance* criteria in this section.

e. Burden of Proof. The burden of proof shall be on the *applicant* to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

f. Time Limit.

- i. Establishment of any activity authorized pursuant to an *exceptional tree variance* shall occur within four years of the effective date of the decision for such *variance*. This period may be extended for one additional year by the *city manager* if the *applicant* has submitted the applications necessary to authorize the development activity and has provided written justification for the extension.
- ii. For the purpose of this subsection, "establishment" shall occur upon the issuance of all local permit(s) needed to begin the development activity; provided, that the improvements authorized by such permits are completed within the time frames of said permits.

g. Mitigation Requirements.

- i. To the extent feasible, *exceptional trees removed* under a *variance* shall be replaced at a ratio of three (3) replacement trees for each *exceptional tree removed* (3:1).
- ii. If on-site replacement is not feasible, off-site replanting on public property with the *City's* written permission.

- iii. Whether planted on-site or off-site, replacement *trees* shall be of a species listed in Table 1 at KMC 18.20.3083 and must remain viable for a minimum of five (5) years after planting or themselves be replaced at a 1:1 ratio.
- iv. Notwithstanding the foregoing, replacement trees under this chapter are considered *significant trees* pursuant to KMC 18.20.2730, regardless of Diameter at Breast Height (d.b.h.).
- v. Notice on title.
 - 1. In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, the owner of any property containing replacement *trees* planted as mitigation for the removal of *exceptional trees* shall file a notice with county records and elections division according to the direction of the *City*. The notice shall state the presence of the replacement *trees* on the property and the date until which they must remain viable, of the application of this chapter to the property, and the fact that limitations on actions affecting the *trees* may exist. The notice shall run with the land.
 - 2. This notice on title shall not be required for:
 - a. A development proposal by a public agency or utility;
 - b. Within a recorded easement or right-of-way;
 - c. Where the agency or utility has been adjudicated the right to an easement or right-of-way; or
 - d. On the site of a public facility.
 - 3. The applicant shall submit proof that the notice has been filed with the county records and elections division (i.e., copy of document recorded on title).

2. Hazardous Trees.

- a. The removal of hazard exceptional trees shall comply with the following:
 - i. Prior to commencing with the removal the owner shall obtain a permit from the *City*.
 - ii. The burden of proving the hazardous nature of the *tree* lies with the property owner. The property owner shall provide the *City* with a report, prepared by an International Society of Arboriculture (ISA) certified arborist with a current Tree Risk Assessment Qualification (TRAQ), documenting that the *tree(s)* has a "high" or "extreme" risk and no other mitigation measure will reduce the risk below "high."

iii. Emergency tree removal. Where tree removal is necessary to prevent or correct an immediate threat to public health, safety, property, or welfare is performed in an emergency situation, the permit application, evidence of the threat, and a tree risk rating of "high" or "extreme" prepared by a *qualified tree protection professional* shall be submitted within the next business working day to the City. Emergency tree removal, as described here within, is exempt from the Type 2 decision process.

b. Mitigation Requirements.

i. The removal of hazardous, dying, or dead *exceptional trees* shall be mitigated by planting one (1) replacement tree, unless otherwise provided in KMC 18.55.150(E)(2).

ii. Replacement trees must be of a species listed in Table 1 at KMC 18.20.3083 and must remain viable for a minimum of five (5) years after planting or themselves be replaced at a 1:1 ratio.

3. Private Access.

a. Prior to commencing with the *removal* the owner shall obtain a permit from the City.

b. *Exceptional trees* may be removed where necessary to provide for access to development sites, provided there are no feasible alternative alignments. Alternative access must be pursued to the maximum extent feasible.

4. Public Facilities.

a. The City reserves the right to *remove exceptional trees* where necessary for roads, bridges, utilities, and facilities.

b. *Exceptional tree* removal by private utilities require a tree removal permit and right-of-way use permit.

c. *Exceptional trees* removed under this section are subject to the mitigation requirements described in KMC 18.57.063.B.1.g.i – 18.57.063.B.1.g.iv.

C. Modification to Standards to Protect Exceptional Trees

1. For single-family residential subdivisions and short subdivisions on sites in the R-4 zone that contain *exceptional trees*, the minimum lot size may be reduced to 5,400 square feet with no limitation on the percentage of smaller lots, regardless of KMC 18.21.030, Footnote 16. The lot area shall exclude access easements and access panhandles.

2. Unless it would be unreasonable to do so based on the use of neighboring properties, the *city manager* may reduce setbacks in residential zones regulated

by Chapter 18.21 KMC to 10 feet, and *setbacks* in other zones to five feet, in order to maximize the protection of an *exceptional tree* and avoid exceptions or variances.

D. Penalties.

1. **Civil Penalty.** The penalty for *removal* of an *exceptional tree* or any other activity prohibited under subsection A shall be a civil penalty of up to \$2,500 per inch in d.b.h. of the *tree removed* with a maximum fine of \$150,000. In no case shall the penalty be reduced to less than \$10,000 total. For example, the monetary penalty for a 30-inch d.b.h. Douglas fir *removed* results in a maximum penalty of \$75,000. If the violation is found to have been willful or malicious, as determined by the *city manager*, the amount of the penalty may be doubled as punitive damages and the violator may be subject to criminal penalties under KMC18.57.110.B.
2. In addition, any person found to be in violation of this Section shall plant three (3) replacement *trees* for each *exceptional tree* removed. Replacement *trees* shall be a species listed in Table 1 at KMC 18.20.3083 and must remain viable for a minimum of five (5) years after planting or themselves be replaced by the offender at a 1:1 ratio. In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, a notice will be filed on the title by the same procedure outlined under (B)(1)(g)(iv) of this Chapter.

18.57.065 Significant tree grove retention in the urban residential zone, downtown commercial zone east of 73rd Avenue NE, public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea.

A. Definitions.

1. **Significant Tree Grove Definition.** A “significant tree grove” shall consist of two or more trees with a minimum of five and one-half tree units total. A qualifying tree has two tree units minimum. The maximum distance measured in feet between qualifying trees shall be equal to two times the critical root zone in order to be defined as a significant tree grove. For example a 24-inch d.b.h. tree must be within 24 feet of another tree in the grove to be included in the significant tree grove. A tree of any size that is topped or considered a “hazard tree” as defined in KMC [18.20.3084](#) may not qualify as part of a significant tree grove as herein defined. For purposes of this chapter, a significant tree grove may not contain trees that are located within a critical area or critical area buffer protected under Chapter [18.55](#) KMC. A significant tree grove is not the same as a “grove,” as defined in KMC [18.20.1273](#).

2. Tree Units. See KMC [18.57.060](#)(A) for translation of diameter at breast height (d.b.h.) to tree units.

B. Applicability.

1. Development proposals in the urban residential zone, downtown commercial zone east of 73rd Avenue NE, public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea shall be eligible to benefit from providing less parking or more dwelling units or any combination of the two if the development retains one or more significant tree grove(s) as defined in this section in perpetuity. A development may be able to benefit from both reduced parking and additional dwelling units by preserving a significant tree grove so long as the same tree credits are not counted towards both reductions in parking and additional bonus dwellings. Trees or groves retained through other provisions of this chapter may count towards the significant tree grove retention if they meet the definitions found in subsection A of this section.

2. Tree on Property Line. In instances where one or more trees that would qualify as part of a significant tree grove is located on a property line such that the tree is on more than one property, and the properties are in separate ownerships, the tree shall qualify to be counted as part of a separate tree grove by each property owner.

C. Reduced Parking. In order to retain qualifying significant tree groves, required parking may be reduced at the maximum rate of one stall per each five and one-half tree units. Parking quantities may be reduced up to a maximum of 20 percent from the parking requirement after other reductions are applied, if any.

D. Residential Bonus Units. In order to retain qualifying significant tree groves, residential units are offered at the rate of one bonus unit per each 11 tree units preserved. Grove bonus units are not included in maximum unit density calculations. Grove bonus units are not subject to the affordability requirements of KMC [18.27.020](#) and Chapter [18.77](#) KMC.

E. Significant Tree Grove Preservation Requirements.

1. Tree Protection Plan Required. A tree protection plan as identified in KMC [18.57.050](#) shall be required for any development application proposing to protect one or more significant tree groves through this section.

2. Recorded on Title. The map of significant tree groves preserved through this section, along with a covenant preventing removal, shall be recorded and shown on the property title.

3. Subject to Tree Protection Measures of Chapter [18.57](#) KMC. Significant tree groves protected under this section shall be subject to the tree protection measures during

construction found in KMC [18.57.090](#), the post-construction replacement, financial guarantee, and maintenance requirements of KMC [18.57.100](#), and the penalties and enforcement of KMC [18.57.110](#).

Exception: This section, as adopted by Ordinance No. 23-0574, shall not apply to certain real properties located within the area of the transit oriented development (TOD) district overlay as identified in KMC [18.29.020](#) and Figure 18.29.020.1, and as further identified by the following tax parcel numbers (TPN): TPN 011410-0889, TPN 011410-0881, TPN 011410-0870, TPN 011410-0885, TPN 011410-0865, TPN 011410-0860, and TPN 011410-0855. [Ord. 23-0574 § 2 (Exh. A).]

18.57.070 Tree protection plan review procedure.

A. *Departmental Review.* The *city manager* shall review the tree protection plan and clearing permit application to determine whether the *applicant* has provided all required information. Completed applications shall be referred to appropriate *City departments* for review. Upon request of either the *applicant* or the *City*, the *City* may conduct field inspections or review meetings. *City departments* involved in the review and/or inspections shall submit their report(s) and recommendation(s) to the *city manager*.

B. *Evaluation for Compliance.* The *city manager* may require an evaluation by a *qualified tree protection professional*, a qualified engineer, landscape architect, soils engineer, testing lab, or other specialist at any time during the tree protection plan review process or tree removal inspection as necessary to ensure compliance with the provisions of this chapter and/or the terms of the clearing permit. Individual *applicants* will be responsible for payment to the *City* of the actual cost to the *City* of this evaluation. The actual costs of any such evaluation shall be paid to the *City* within 30 days of receipt of the *City's* invoice.

C. *Financial Guarantees.* For all projects required to have a tree protection plan, *financial guarantees* shall be required consistent with the provisions of KMC [21.20.070](#); provided, however, that to the extent that the *financial guarantee* requirements of KMC [18.57.100](#) are more protective of tree preservation, performance and maintenance, then the more protective requirements shall prevail. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.080 Tree protection plan review standards.

The following standards shall govern the approval of a tree protection plan and the granting or denial of an application for clearing permit:

A. *Design. Development* shall be designed, located, and conducted so as to minimize the loss of healthy *groves* and protected *trees* as identified by a *qualified tree protection*

professional, degradation of wildlife habitat as identified through environmental review, and the potential for *erosion* and slope failure.

B. *Tree Protection Priority*. In designing a development project and in meeting the required minimum tree density, the *applicant* shall protect *trees* within the *net buildable area* as described in KMC [18.57.060](#)(B)(1), in the following order of priority. *Trees* to be preserved and protected must be healthy and vigorous, *wind-firm*, and not in conflict with utilities.

1. *Exceptional trees*.

2. *Groves*.

3. Individual *trees* which provide wildlife habitat as identified through environmental review.

4. Individual *trees* and *groves* which occur within required *setbacks*.

5. *Trees* that protect against windthrow, including *trees* sheltering interior *trees* or *trees* on adjacent property from strong winds that could otherwise cause them to blow down.

6. *Trees* which provide a buffer and separate incompatible *uses* or reduce sound and wind levels.

C. *Replacement Tree Planting Conditions*. Replacement *trees* should be planted in areas with soil, climate, exposure, and moisture conditions appropriate to the replacement *tree species'* growing requirements as determined by a *qualified tree protection professional*, licensed landscape architect, or certified nurseryman.

D. *Replacement Tree Planting Location Priority*. On *sites* where the number of existing *trees* falls below the minimum density requirements, then replacement *tree* planting shall be required. The *applicant's* proposed location of transplanted or replacement *trees* shall be subject to review by a *qualified tree protection professional*, licensed landscape architect, or certified nurseryman, and *City* approval as part of the tree protection plan. Replacement *trees* should be planted according to the following priority:

1. On-Site.

a. *Designated Tracts*. *Trees* located in separate deeded *tree* tracts specifically set aside for the preservation and planting of *trees* and/or the required recreation open space area if *trees* do not interfere with recreation activities.

b. *Perimeter Landscaping*. In which case, replacement *trees* shall not count toward and shall be in addition to perimeter landscape requirements.

c. *Landscaping*. This may include entrance landscaping, traffic islands, and other common open space areas. *Trees* located in a public right-of-way may be credited as replacement *trees* only if *street trees* are not a requirement.

2. *Off-Site*. In cases where an *applicant* believes that lot size prevents installation of the required number of *trees*, the *applicant* may propose to the *City* payment of a fee in lieu for installation of *trees* in a public *park* or other *public space*. The *city manager* shall review and make the final decision on the *applicant's* proposal, based on a recommendation from a *qualified tree protection professional*.

E. *Replacement Conifer Tree Types*. Replacement *trees* shall be of a similar type of genus to the conifer *trees* that are removed; i.e., a western red cedar (*Thuja plicata*) may be replaced with a *tree* in the genus *Thuja*, such as an American arborvitae (*Thuja occidentalis*). [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 15-0409 § 1 (Att. A); Ord. 11-0329 § 3 (Exh. 1).]

18.57.085 Tree windthrow evaluation and prevention.

A. Increased *tree windthrow* potential as a result of impacts to *trees* on a site shall be evaluated based on the following risk factors:

1. Root system disruption that will extend within an area one to two and one-half times the radius of the canopy;
2. Topography of the site;
3. Whether the *tree* is deciduous or evergreen;
4. Height of the *tree* relative to the neighboring *trees*;
5. Whether the tree is part of a *grove*.

B. The windthrow evaluation shall be conducted as part of the preparation of the tree protection plan (see KMC [18.57.050](#)) based on the aforementioned risk factors. The assessment shall be conducted by a *qualified tree protection professional*. This assessment also shall evaluate increased windthrow potential for *trees* on neighboring lots that are within 50 feet of the closest *trees* being removed on the site, including *trees* that share a root system with *tree(s)* on the site.

C. *Tree Protection Plan*.

1. When significant windthrow potential is identified for *trees* that could impact neighboring properties or are on neighboring properties, the *applicant* shall identify measures to minimize windthrow as part of the tree protection plan. Measures could include but are not limited to demonstrating that the *critical root zone (CRZ)* fencing is adequate to prevent root disruption or that the *CRZ* is expanded to provide root protection; saving *groves* when applicable; taking steps to preserve existing grades around *trees*; and/or tunneling rather than trenching for utilities. The City may deny a request to remove a *tree(s)* if mitigation measures are inadequate to minimize windthrow.

2. If potential windthrow damage is for the *site* itself, the *applicant* shall identify measures to reduce impacts to future *structures* on the *site*. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 15-0409 § 2 (Att. B).]

18.57.090 Tree protection during construction.

Prior to initiating tree removal and any *clearing* and *grading* on the *site*, *trees* to be protected and preserved shall be protected from potentially damaging activities as follows unless otherwise approved by the *City*.

A. *Critical Root Zone (CRZ)*. The *CRZ* of individual *trees*, *groves*, or otherwise designated protected tree areas shall include no less than the area of a circle with a radius that extends one foot out from the *tree* for every inch of trunk d.b.h., or the area of a circle with radius extending from a *tree's* trunk to a point no less than the end of a *tree's* longest branch, whichever is greater (see Figure 18.57.090A).

B. Tree Protection Fence (TPF). Before *development*, the *applicant*:

1. Shall place three inches of composted woodchips over the *CRZ* of all retained *trees* to retain moisture, increase organic matter, and visually establish the *CRZ*.
2. Shall erect and maintain readily visible protective tree fencing a minimum of three feet beyond the outer edge of the *CRZ* for all individual *trees*, *groves*, or other designated protected tree areas.
 - a. Fencing shall completely surround the required tree protection area. The *city manager* may allow adjustments to placement of the TPF based on an evaluation of the *tree*, soils, and proposed disturbance.
 - b. Fencing shall be a minimum of four feet high and may be higher if needed to ensure clear visual delineation. Chain-link *fence* or orange plastic *fence* fastened

to steel stakes/posts driven securely into the ground shall be required in order to discourage easy movement.

c. Any deviation from the tree fencing methods listed above must be authorized in writing by the *city manager* in advance.

3. Shall keep the protective fencing in place until the *City* authorizes the removal or issues a final certificate of occupancy, whichever occurs first.

4. Shall ensure that any landscaping done within the root protection zone subsequent to the removal of the *fence* shall not disturb existing *trees* including roots within the *CRZ*.

C. Placing Materials Near *Tree*. During *development*, no individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, may conduct any activity within the TPF of any *tree* designated to remain, except as specified in this section.

D. Attachments to *Trees*. During *development*, no individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, shall attach any object to any *tree* designated for protection.

E. Grade.

1. The grade shall not be filled or cut within the *CRZ* of any *tree* designated to remain without prior review by a *qualified tree protection professional* and advance, written approval from the *city manager*.

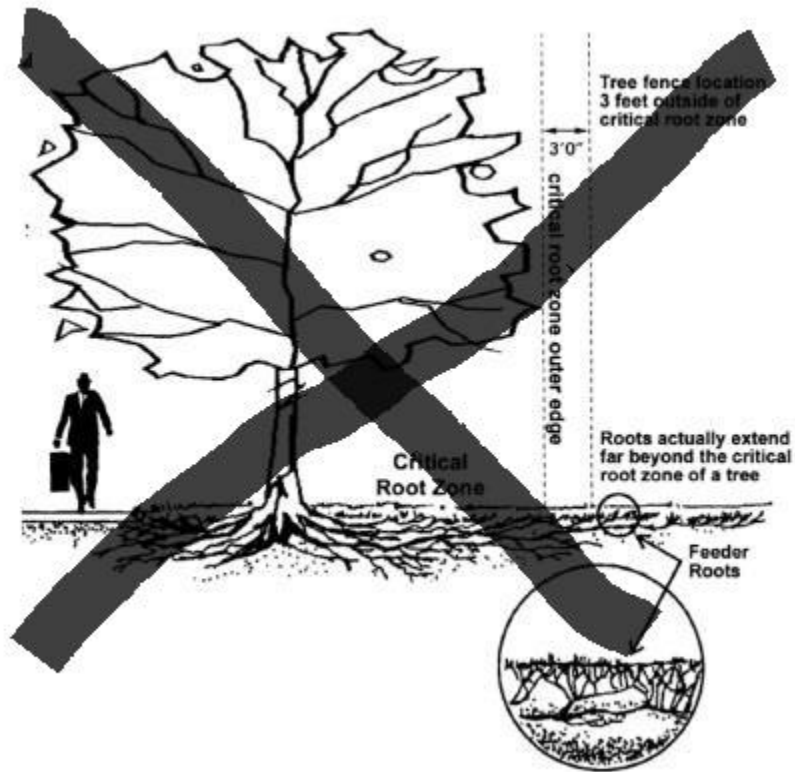
2. The *applicant* shall not install an *impervious surface* within the protective barrier of any *tree* designated to remain without the advance, written authorization of the *city manager*.

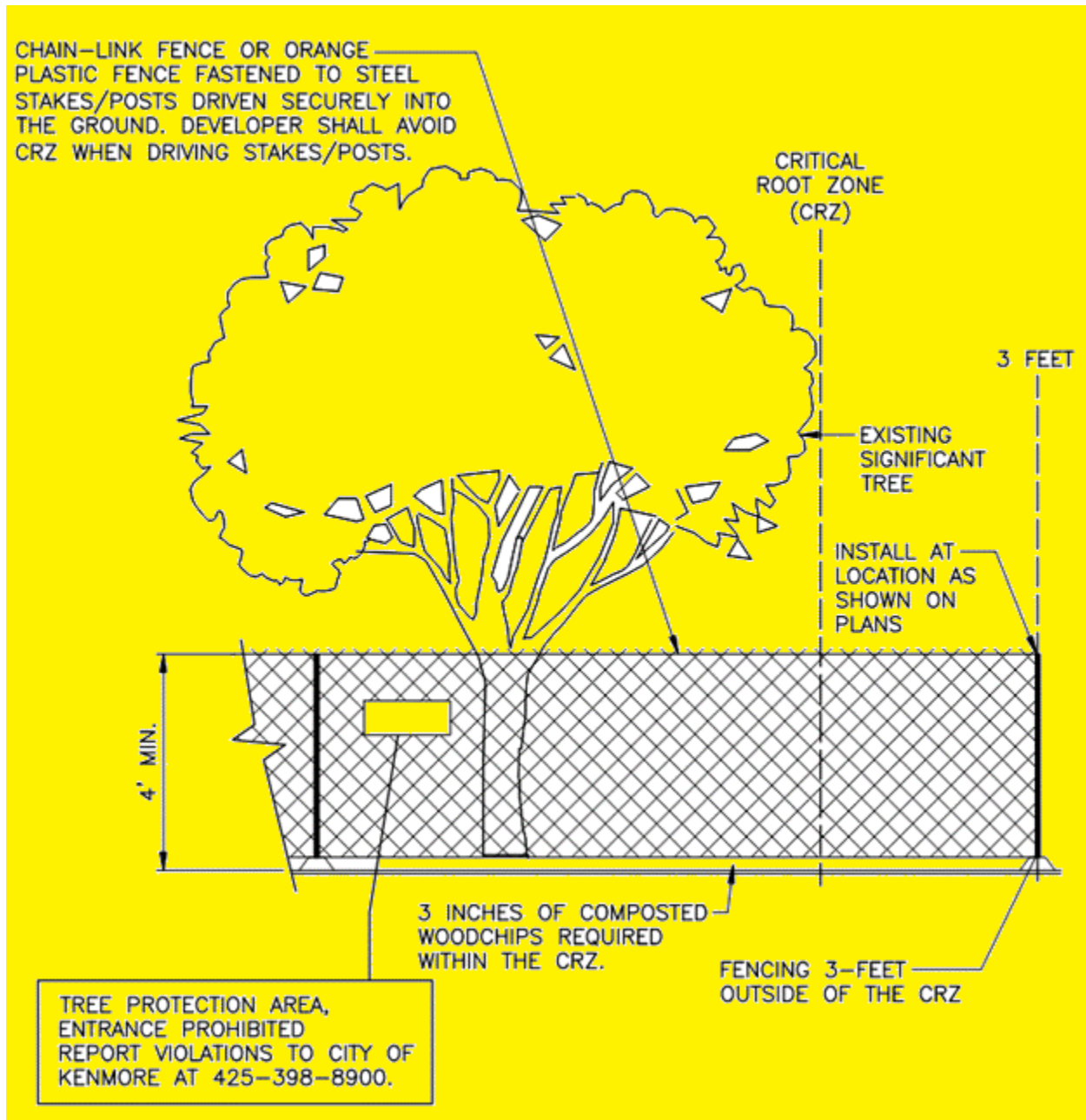
3. To the greatest extent practical, utility trenches shall be located outside of the root protection zone of *trees* to be retained. Boring or tunneling under the *CRZ* may be considered an alternative, but shall require the advance, written approval of the *city manager*.

4. *Trees* and other *vegetation* to be retained shall be protected from *erosion* and sedimentation.

F. Additional Requirements. The *city manager* may require additional tree protection measures which are consistent with accepted urban forestry practices.

Figure 18.57.090A *Critical Root Zone.*





This section shows a cross-section of the typical root zone for a *deciduous tree*. Eighty-five percent of the *tree's* roots are within the top 18 inches of the soil. Roots typically spread up to two times the height of the *tree* and sometimes more. However, the critical mass of roots is usually found within the *critical root zone*. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.100 Post-construction replacement, financial guarantee and maintenance requirements.

A. Replace Damaged, Dead, or Dying *Trees*. Replacement *trees* or *groves* that are damaged or die within a period of three years after planting or transplanting must be replaced in kind at a ratio of one-to-one within six months of the *tree's* death or the date of discovery of the damage. Existing *trees* that are damaged or die within a period of three years after completion of construction activities and as a cause of construction activities as determined by a *qualified tree protection professional* shall be replaced in kind at a ratio of two-to-one within six months of the *tree's* death or date of discovery of the damage.

B. Replacement *Tree* Quality. Replacement *trees* shall conform to the American Standards for Nursery Stock, ANSI.

C. *Tree* Maintenance. All *trees* shall be maintained in accordance with International Society of Arboriculture guidelines and standards.

D. *Financial Guarantee* Required. A *financial guarantee* as defined and regulated under KMC Title [21](#) shall be required as a mechanism to cover any potential cost associated with replacing dead or dying replacement or existing *trees* required to satisfy tree unit requirements per this section.

1. A *financial guarantee* shall be required for all plans requiring 15 or more tree units.

2. Calculation of the amount of the *financial guarantee* shall be computed based upon equivalent tree replacement value for all replacement and existing *trees* on the property as determined by a *qualified tree protection professional* using the most recent edition of the Guide for Plant Appraisal published by the International Society of Arboriculture, in collaboration with the Council of Tree and Landscape Appraisers. Fair market value shall be posted. Fair market value includes the value of the *tree(s)*, installation, and maintenance until establishment that would be required to compensate for the *trees* that could be lost.

3. The *financial guarantee* period for maintenance shall be three years, plus an additional 60 days.

4. Release of *Financial Guarantee*.

- a. Upon successful tree replacement and establishment as determined by the written approval of the *City* and consistent with Chapter [21.15](#) KMC, the *financial guarantee* required by this section shall be released.

- b. The *City*, in its discretion, may release a *financial guarantee* under this section when fee simple title is transferred. The *City* may condition the release of the existing *financial guarantee* upon establishment of a new *financial guarantee* by

the new owner in fee simple. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.110 Penalties, enforcement.

A. Civil Penalty. Any violation of any provision of this chapter constitutes a civil violation under Chapter [1.15](#) KMC, and is subject to the enforcement procedures of Chapter [1.20](#) KMC; provided, however, that an individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, who removes any *tree* in violation of this chapter shall be assessed the following civil penalty:

An individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, removing a *tree* in violation of this chapter shall be assessed a monetary penalty of up to \$2,000 per inch in *diameter at breast height* (d.b.h.) of the *tree* removed. For example, the monetary penalty for a 20-inch d.b.h. *tree* removed results in a maximum penalty of \$40,000. In no case shall the penalty be reduced to an amount less than \$500.00 for each violation found committed. The extent of the penalty shall be determined by the *city manager* in consideration of reasonable factors. Monetary penalties shall increase with each violation. The *city manager* is authorized to adopt policies setting forth the reasonable factors for consideration under this subsection. **This section shall not apply to the removal of exceptional trees, which penalties are set forth in KMC 18.57.063.**

B. Criminal Penalty. In addition to or as an alternative to incurring civil liability under this section, an individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, who violates any provisions of this chapter shall be guilty of a misdemeanor and subject to the criminal penalties set forth in Chapter [1.15](#) KMC, and shall be subject to the procedures of the *City's* criminal code, KMC Title [9](#).

C. Separate Offense. Every individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, violating any provision of this chapter is guilty of a separate offense for each and every day during any portion of which the violation is committed, continued or permitted by any such individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

EXHIBIT C TO ORD. 23-0593**I. Section 19.25.020 of the Kenmore Municipal Code is amended to read as follows:****19.25.020 Classifications of land use decision processes.**

A. Land use decisions are classified into five types, based on the amount of discretion associated with each decision. Procedures for the five different types are distinguished according to who makes the decision, whether public notice is required, whether a public hearing is required before a decision is made and whether administrative appeals are provided. The types of land use decisions are listed in Exhibit A of this section.

1. Type 1 decisions are made by the *city manager*. Type 1 decisions are nonappealable administrative decisions that require the exercise of little or no administrative discretion. Public notice is not required for Type 1 decisions.
2. Type 2 decisions are made by the *city manager*. Type 2 decisions are discretionary decisions that are subject to administrative appeal.
3. Type 3 decisions are quasi-judicial decisions made by the *hearing examiner* following an open record hearing. Type 3 decisions may be appealed directly to King County superior court, pursuant to Chapter [36.70C](#) RCW, the Land Use Petition Act, based on the record established by the *hearing examiner*.
4. Type 4 decisions are quasi-judicial decisions made by the city council based on the record established by the *hearing examiner*.
5. Type 5 decisions are legislative decisions made by the city council.

B. Except as provided in KMC [16.75.060](#) and [19.35.160](#) or unless otherwise agreed to by the *applicant*, all Type 2, 3 and 4 decisions included in consolidated permit applications that would require more than one type of land use decision process may be processed and decided together, including any administrative appeals, using the highest-numbered land use decision type applicable to the project application. KMC [16.75.060](#) sets out the combined hearing authority for shoreline exemptions, shoreline substantial development permits, shoreline variances, and shoreline conditional use permits.

C. Certain development proposals are subject to additional procedural requirements beyond the standard procedures established in this chapter.

D. Land use permits that are categorically exempt from review under SEPA do not require a threshold determination (determination of nonsignificance (DNS) or determination of significance (DS)). For all other projects, the SEPA review procedures in Chapter [19.35](#) KMC are supplemental to the procedures in this chapter.

Exhibit A

LAND USE DECISION TYPES

TYPE 1 ²	Decision by <i>city manager</i> ; no administrative appeal	Building; demolition; moving; engineering; clearing and grading; sign; change of use and/or classification under KMC Title 15 ; accessory dwelling unit; home occupation; boundary line adjustment; right-of-way; street standards variance; adjustment under Chapter 13.35 KMC; shoreline exemption; temporary use; binding site plan; preliminary subdivision or short subdivision revision if not a substantial change; short plat alteration if not a substantial change; affordable housing project as described in KMC 18.77.060 (A).
TYPE 2	Decision by <i>city manager</i> ; appealable to <i>hearing examiner</i> ; no further administrative appeal ^{1, 5}	Home industry; short subdivision; preliminary short subdivision revision; short plat alteration; zoning variance; conditional use permit; shoreline substantial development permit; shoreline variance; shoreline conditional use permit; site plan review for uses allowed by zone; wireless communication facility minor adjustment under Chapter 18.60 KMC; approval of residential density incentives under KMC 18.80.060 (A)(2) or transfer of development credits under KMC 18.80.090 (A); reuse of public schools; reasonable use exceptions under KMC 18.55.180 ; public agency and utility exceptions under KMC 18.55.160 ; other critical areas exceptions, variances and decisions to require studies or to approve, condition or deny a development proposal based on Chapter 18.55 KMC; <u>variances to exceptional tree regulations as set forth in KMC 18.57.063.</u>

TYPE 3	Recommendation by <i>city manager</i> ; hearing and decision by <i>hearing examiner</i> ; appealable directly to King County superior court, pursuant to Chapter 36.70C RCW, the Land Use Petition Act, on the record	Preliminary subdivision; plat alteration; preliminary subdivision revision; special use; wireless communication facility major adjustment under Chapter 18.60 KMC.
TYPE 4	Recommendation by <i>city manager</i> ; hearing and recommendation by <i>hearing examiner</i> ; decision by city council on the record	Zone <i>reclassification</i> not related to a <i>site-specific comprehensive plan land use map amendment</i> ³ ; shoreline environment redesignation; plat vacation; short plat vacation; site plan review for uses not allowed by zone pursuant to Chapter 18.105 KMC; master plans other than those required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment.
TYPE 5	Hearing and recommendation by planning commission or other city council-appointed advisory body ⁴ ; decision by city council on the record. Appealable to Growth Management Hearings Board pursuant to Chapter 36.70A RCW	<i>Comprehensive plan</i> amendment; <i>development regulation</i> amendment; zoning map amendment related to a <i>site-specific comprehensive plan land use map amendment</i> ; master plans required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment pursuant to Chapter 18.120 KMC.

¹ All shoreline permits, including shoreline variances and conditional uses, are appealable to the State Shorelines Hearings Board and not to the *hearing examiner*.

² Type 1 land use decisions that are not categorically exempt from environmental review under Chapter [43.21C](#) RCW (State Environmental Policy Act) shall provide a notice of application per KMC [19.25.060](#) and a notice of decision per KMC [19.25.090](#). The notice of decision may be a copy of the permit.

³ Approvals that are consistent with the *comprehensive plan* may be considered by the city council at any time. Zone *reclassifications* that are not consistent with the *comprehensive plan* land use map require a *site-specific comprehensive plan land use map amendment* and the city council's hearing, and consideration shall be considered a Type 5 land use decision and scheduled with the amendment to the *comprehensive plan* under Chapter [19.20](#) KMC.

⁴ If the proposal is being considered as part of the annual *docket* work program as described in Chapter [19.20](#) KMC. If the proposal is not part of the annual *docket*, the city council conducts the public participation process and makes the decision on the record.

⁵ Decisions on shoreline variance and shoreline conditional use permits require approval by the Department of Ecology.

[Ord. 21-0521 § 3 (Exh. B); Ord. 19-0481 § 2 (Exh. A); Ord. 16-0426 § 8 (Att. F); Ord. 12-0334 § 18; Ord. 11-0329 § 3 (Exh. 1).]

Ordinance No. 23-0593, Exceptional Tree

Final Audit Report

2023-10-20

Created:	2023-10-17
By:	Michelle Kang (mkang@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAas18QKLjnNhDx_ir4q-II1V1Tl1ijomB

"Ordinance No. 23-0593, Exceptional Tree" History

-  Document created by Michelle Kang (mkang@kenmorewa.gov)
 2023-10-17 - 7:01:39 PM GMT
-  Document emailed to nherbig@kenmorewa.gov for signature
 2023-10-18 - 8:13:56 PM GMT
-  Document emailed to Anastasiya Warhol (awarhol@kenmorewa.gov) for signature
 2023-10-18 - 8:13:57 PM GMT
-  Document emailed to Dawn Reitan (dreitan@insleebest.com) for signature
 2023-10-18 - 8:13:57 PM GMT
-  Email viewed by Dawn Reitan (dreitan@insleebest.com)
 2023-10-18 - 8:14:29 PM GMT
-  Document e-signed by Dawn Reitan (dreitan@insleebest.com)
 Signature Date: 2023-10-18 - 8:14:51 PM GMT - Time Source: server
-  Email viewed by Anastasiya Warhol (awarhol@kenmorewa.gov)
 2023-10-18 - 8:40:15 PM GMT
-  Document e-signed by Anastasiya Warhol (awarhol@kenmorewa.gov)
 Signature Date: 2023-10-18 - 8:40:23 PM GMT - Time Source: server
-  Email viewed by nherbig@kenmorewa.gov
 2023-10-20 - 3:46:00 PM GMT
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City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Amendments to the Exceptional Tree Ordinance; Section 18.57.063 of the Kenmore Municipal Code (KMC). Proposed Council Action/Motion: Public hearing and adoption of Ordinance No. 24-0611 to amend exceptional tree regulations in Section 18.57.063 of the Kenmore Municipal Code (KMC).	For Council Meeting Agenda of: 07/22/2024 Department: Development Services Prepared by: Samantha Loyuk, Development Services Director and Garrett Oppenheim, Assistant to the City Manager <table><tr><td>Approved by Department Head:</td><td><u>SL 6/3/24</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>DR 6/27/24</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>N/A</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK 6/3/24</u></td></tr></table> Attachments/Exhibits: 1. Ordinance No. 24-0611 2. Exhibit A of Ordinance 24-0611 (proposed changes highlighted in yellow) 3. Ordinance 23-0593 – Exceptional tree regulations adopted in 2023	Approved by Department Head:	<u>SL 6/3/24</u>	Approved by City Attorney:	<u>DR 6/27/24</u>	Approved by Finance Director:	<u>N/A</u>	Approved by City Manager:	<u>RK 6/3/24</u>
Approved by Department Head:	<u>SL 6/3/24</u>								
Approved by City Attorney:	<u>DR 6/27/24</u>								
Approved by Finance Director:	<u>N/A</u>								
Approved by City Manager:	<u>RK 6/3/24</u>								
Summary: An ordinance is proposed to amend exceptional tree regulations based on potential unintended consequences of ordinance no. 23-0593 related to housing, feedback from the public, and direction received from City Council at the 4/8/2024 study session. The amendments provide the city manager with discretion to allow removal of exceptional trees when necessary to construct new dwelling units including but not limited to accessory dwelling units (ADUs) and subdivisions.									
Information/Background: As part of their commitment to environmental stewardship, City Council passed ordinance no. 23-0593 on 10/16/2023 to protect exceptional trees. However, at the 4/8/2024 study session, City Council received community feedback which raised concerns of potential unintended consequences of the code which could negatively impact housing. The proposed code amendment aims to remedy that by giving the city manager discretion to allow removal of exceptional trees when necessary for the construction of new dwelling units.									
Fiscal Consideration: The code amendment is not anticipated to impact staffing or the budget.									
City Council Priority or Budget Objective Being Addressed: #1 – Increase and preserve the options for affordable housing.									

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 24-0611**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTERS 18.57 OF THE KENMORE MUNICIPAL
CODE TO AMEND EXCEPTIONAL TREE REGULATIONS AND
PROCEDURES WITHIN THE CITY; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Kenmore Comprehensive Plan (“Comprehensive Plan”) Policy LU-2.2.3 states that Kenmore’s regulation of land use should: a) protect public health, safety, and general welfare; b) protect environmentally sensitive areas, including wetlands, groundwater, streams, Lake Washington, the Sammamish River, and Puget Sound; and c) support tree preservation, whenever possible; and

WHEREAS, Comprehensive Plan Policy LU-1.5.2 identifies that development regulations should provide and address, among other things, tree retention standards; and

WHEREAS, the Comprehensive Plan Housing Element plans for a range of densities and housing types for all needs and incomes, through preserving, improving, and expanding housing stock; and

WHEREAS, the City aims to balance housing needs while honoring its commitment to exceptional trees and environmental stewardship; and

WHEREAS, the City Council has considered tree protection regulations at its April 19, 2021, May 26, 2021, September 20, 2021, December 6, 2021, March 21, 2022, May 16, 2022, July 18, 2022, and October 24, 2022, September 25, 2023, October 9, 2023, April 8, 2024, meetings; and

WHEREAS, ordinance no. 23-0593 was adopted by City Council on 10/16/2023, with an effective date of 10/25/2023, to establish an exceptional tree program; and

WHEREAS, the members of the public have voiced concerns about potential unintended consequences of ordinance no. 23-0593, specifically as it may negatively impact housing; and

WHEREAS, at the April 8, 2024 study session, City Council directed staff to amend the exceptional tree code to allow removal of exceptional trees when necessary for the construction of new dwelling units; and

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City’s police powers and is specifically authorized by RCW 35A.63.100, RCW 36.70A.040, and the Washington Constitution, Article XI, Section 11; and

WHEREAS the Proposed Amendments support Council priorities to increase and preserve the options for affordable housing; and

WHEREAS, the City sent notice of the Proposed Amendments to the Washington State Department of Commerce pursuant to RCW 36.70A.106; and

WHEREAS, on June 17, 2024, the City's Responsible Official issued a Revised Determination of Non-Significance pursuant to the State Environmental Policy Act in relation to the Proposed Amendments; and

WHEREAS, the City Council held a public hearing on July 22, 2024 and considered the comments and record relating to the Proposed Amendments; and

WHEREAS, the City Council desires to adopt the Proposed Amendments and finds that such amendments are consistent with the 2023-2024 Council Priorities, the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City Council has been guided by the goals of the Growth Management Act (RCW 36.70A.020) when considering adoption of the Proposed Amendments; and

WHEREAS, the City Council intends the amendments to remedy and cure unintended consequences and as such intends the amendment to retroactively apply to permits deemed complete on or after October 25, 2023; and

WHEREAS, the City Council finds that adoption of the Proposed Amendments is in the best interests of the residents of Kenmore and will promote the public health, safety, and welfare of the City.

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

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Amendment. The City Council amends Chapter 18.57 of the Kenmore Municipal Code as set forth in Exhibit A, attached hereto and incorporated by reference as if set forth in full.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

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

PASSED BY THE CITY COUNCIL AT A MEETING THEREOF ON THE
22nd DAY OF JULY 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

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

EXHIBIT A TO ORD. 24-0611

18.57.063 Exceptional tree protections.

A. Prohibited Activities. The following activities are prohibited with regard to *exceptional trees*.

1. *Removal*, in whole or in part.
2. Harming, injuring, or damaging the *tree*, including cutting its bark or branches with a knife, axe, hatchet, saw, or any other similar device or object.
3. Pouring toxic material on the *tree* or on the ground near enough to the *tree* to affect its health.
4. Burning the *tree* or causing a fire near enough to the *tree* to affect its health.
5. Topping.
6. Pruning beyond the standards provided by the Tree Care Industry Association at ANSI300 Part 1.
7. Attaching any sign, poster, notice, or other object to the *tree*, or fastening any guy wire, cable, rope, nails, screws, or other device to the *tree*, with the following exceptions:
 - a. To support young or broken *trees*;
 - b. For residential uses (e.g., treehouses, tire swings, etc.);
 - c. The *City* may tie temporary signs or banners associated with street improvement, parades, seasonal lighting, or other *City* activities.

B. Variance. *Exceptional trees* may be *removed* only as allowed in this section.

1. *Variances* from the *exceptional tree* standards of this chapter may be authorized by the *city manager* in accordance with the approval criteria described in this section. A variance for removal of *exceptional trees* is a Type 2 land use decision, pursuant to KMC [19.25.020](#), except as described in subsection (B)(2)(a)(3) of this section.

a. Prior to commencing with the *removal* the owner shall obtain a permit from the *City*.

b. ~~No variance is allowed in order to create additional lots.~~

b. ~~e.~~ Decision Criteria.

(1) Necessary for Rights or Use – Private *Development Proposals*. Such *variance* is necessary for the preservation and enjoyment of a substantial property right or use possessed by other similarly situated properties but which because of the presence of *exceptional tree(s)* is denied to the property in question. For a variance to be granted under this section, the applicant must demonstrate compliance with the reasonable use exception approval criteria established in KMC [18.55.180](#)(A)(1)(a) through (g). The phrase “*exceptional tree*” shall replace the phrase “*critical area*” when utilizing said criteria for a variance under this section;

(2) The granting of such *variance* will not be materially detrimental to the public welfare or injurious to the property or improvement;

(3) The granting of the *variance* is consistent with the general purpose and intent of the City’s comprehensive plan and adopted development regulations.

c. ~~d.~~ *City Manager Review*. The *city manager* shall review the application. The *city manager* shall approve, approve with conditions, or deny the request based on the proposal’s ability to comply with all of the *variance* criteria in this section.

d. ~~e.~~ Burden of Proof. The burden of proof shall be on the *applicant* to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

e. ~~f.~~ Time Limit.

(1) Establishment of any activity authorized pursuant to an *exceptional tree variance* shall occur within four years of the effective date of the decision for such *variance*. This period may be extended for one additional year by the *city manager* if the *applicant* has submitted the applications necessary to authorize the development activity and has provided written justification for the extension.

(2) For the purpose of this subsection, “establishment” shall occur upon the issuance of all local permit(s) needed to begin the development activity; provided, that the improvements authorized by such permits are completed within the time frames of said permits.

f. ~~g.~~ Mitigation Requirements.

- (1) To the extent feasible, *exceptional trees removed* under a *variance* shall be replaced at a ratio of three replacement trees for each *exceptional tree removed* (3:1).
- (2) If on-site replacement is not feasible, off-site replanting on public property with the *City's* written permission.
- (3) Whether planted on-site or off-site, replacement *trees* shall be of a species listed in Table 1 at KMC [18.20.3083](#) and must remain viable for a minimum of five years after planting or themselves be replaced at a 1:1 ratio.
- (4) Notwithstanding the foregoing, replacement trees under this chapter are considered *significant trees* pursuant to KMC [18.20.2730](#), regardless of diameter at breast height (d.b.h.).
- (5) Notice on *title*.
 - (a) In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, the owner of any property containing replacement *trees* planted as mitigation for the removal of *exceptional trees* shall file a notice with county records and elections division according to the direction of the *City*. The notice shall state the presence of the replacement *trees* on the property and the date until which they must remain viable, of the application of this chapter to the property, and the fact that limitations on actions affecting the *trees* may exist. The notice shall run with the land.
 - (b) This notice on title shall not be required for:
 - (A) A *development proposal* by a *public agency* or utility;
 - (B) Within a recorded easement or right-of-way;
 - (C) Where the agency or *utility* has been adjudicated the right to an easement or right-of-way; or
 - (D) On the site of a public facility.
 - (c) The applicant shall submit proof that the notice has been filed with the county records and elections division (i.e., copy of document recorded on title).

2. Hazardous Trees.

a. The *removal of hazard exceptional trees* shall comply with the following:

(1) Prior to commencing with the *removal* the owner shall obtain a permit from the *City*.

(2) The burden of proving the hazardous nature of the *tree* lies with the property owner. The property owner shall provide the *City* with a report, prepared by an International Society of Arboriculture (ISA) certified arborist with a current Tree Risk Assessment Qualification (TRAQ), documenting that the *tree(s)* has a "high" or "extreme" risk and no other mitigation measure will reduce the risk below "high."

(3) Emergency Tree Removal. Where tree removal is necessary to prevent or correct an immediate threat to public health, safety, property, or welfare is performed in an emergency situation, the permit application, evidence of the threat, and a tree risk rating of "high" or "extreme" prepared by a *qualified tree protection professional* shall be submitted within the next business working day to the *City*. Emergency tree removal, as described here within, is exempt from the Type 2 decision process.

b. Mitigation Requirements.

(1) The *removal of hazardous, dying, or dead exceptional trees* shall be *mitigated* by planting one replacement tree, unless otherwise provided in KMC [18.55.150](#)(E)(2).

(2) Replacement *trees* must be of a species listed in Table 1 at KMC [18.20.3083](#) and must remain viable for a minimum of five years after planting or themselves be replaced at a 1:1 ratio.

3. Private Access.

a. Prior to commencing with the *removal* the owner shall obtain a permit from the *City*.

b. *Exceptional trees* may be *removed* where necessary to provide for access to *development* sites, provided there are no feasible alternative alignments. Alternative access must be pursued to the maximum extent feasible.

4. Public Facilities.

a. The *City* reserves the right to *remove exceptional trees* where necessary for roads, bridges, *utilities*, and facilities.

b. *Exceptional tree* removal by private utilities require a tree removal permit and right-of-way use permit.

c. *Exceptional trees* removed under this section are subject to the mitigation requirements described in subsections (B)(1)(g)(1) through (4).

5. Housing

a. The *city manager* shall have the discretion to issue a permit to allow removal of *exceptional tree(s)* where such *removal* is necessary for the construction of new dwelling units (e.g., new accessory dwelling unit, short subdivision, etc.) which comply with the underlying zone.

b. Decision criteria.

(1) The granting of the permit is consistent with the general purpose and intent of the City's Housing Element of the comprehensive Plan;

(2) The removal of *Exceptional trees* is necessary in order to construct new dwelling units;

(3) No feasible alternatives exist which retain *exceptional trees* and achieve the permitted density. Alternative layouts which protect *exceptional trees* must be pursued to the maximum extent feasible.

c. Application. The process authorized in subsection B.5 applies to developments with applications deemed complete on or after October 25, 2023.

d. If any provisions of 18.57.063.B conflict with this subsection B.5, then this subsection shall prevail.

C. Modification to Standards to Protect Exceptional Trees.

1. For single-family residential subdivisions and short subdivisions on sites in the R-4 zone that contain *exceptional trees*, the minimum lot size may be reduced to 5,400 square feet with no limitation on the percentage of smaller lots, regardless of KMC [18.21.030](#), Footnote 16. The lot area shall exclude access easements and access panhandles.

2. Unless it would be unreasonable to do so based on the use of neighboring properties, the *city manager* may reduce *setbacks* in residential zones regulated by Chapter [18.21](#) KMC to 10 feet, and *setbacks* in other zones to five feet, in order to maximize the protection of an *exceptional tree* and avoid exceptions or variances.

D. Penalties.

1. Civil Penalty. The penalty for *removal* of an *exceptional tree* or any other activity prohibited under subsection A of this section shall be a civil penalty of up to \$2,500 per inch in d.b.h. of the *tree removed* with a maximum fine of \$150,000. In no case shall the penalty be reduced to less than \$10,000 total. For example, the monetary penalty for a 30-inch d.b.h. Douglas fir *removed* results in a maximum penalty of \$75,000. If the violation is found to have been willful or malicious, as determined by the *city manager*, the amount of the penalty may be doubled as punitive damages and the violator may be subject to criminal penalties under KMC [18.57.110](#)(B).

2. In addition, any person found to be in violation of this section shall plant three replacement *trees* for each *exceptional tree* removed. Replacement *trees* shall be a species listed in Table 1 at KMC [18.20.3083](#) and must remain viable for a minimum of five years after planting or themselves be replaced by the offender at a 1:1 ratio. In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, a notice will be filed on the title by the same procedure outlined under subsection (B)(1)(g)(4) of this section. [Ord. 23-0593 § 4 (Exh. B).]

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 23-0593**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTERS 15.25, 18.20, 18.57, AND 19.25 OF THE
KENMORE MUNICIPAL CODE TO ESTABLISH EXCEPTIONAL TREE
REGULATIONS AND PROCEDURES WITHIN THE CITY; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Kenmore Comprehensive Plan (“Comprehensive Plan”) Policy LU-2.2.3 states that Kenmore’s regulation of land use should: a) protect public health, safety, and general welfare; b) protect environmentally sensitive areas, including wetlands, groundwater, streams, Lake Washington, the Sammamish River, and Puget Sound; and c) support tree preservation, whenever possible; and

WHEREAS, Comprehensive Plan Policy LU-1.5.2 identifies that development regulations should provide and address, among other things, tree retention standards; and

WHEREAS, consistent with the Comprehensive Plan, the City Council adopted Chapter 18.57 of the Kenmore Municipal Code (“KMC”), the “Tree Management and Protection Code” and declared that the purpose of the chapter was to establish a process and standards to:

1. Increase the livability of an area by helping to screen people and *buildings* from wind and inclement weather;
2. Create a special sense of identity, a sense of community and civic pride, and a memorable place to live and work;
3. Preserve and enhance the *City’s* physical and aesthetic character by preventing untimely and indiscriminate removal or destruction of *trees*;
4. Promote *site* planning, construction practices, and horticultural practices that are consistent with the *reasonable* use of property;
5. Implement the goals and objectives of the *City’s* comprehensive plan; and
6. Implement the goals and objectives of the *City’s* parks and recreation master plan.

WHEREAS, the City Council finds that the purposes for tree protection regulations as

articulated above remain valid today, and that protecting trees provides substantial value to the City and its residents by:

A. Reducing soil erosion and water pollution in the City's streams and creeks by providing wind breaks, slowing the surface movement of water, reducing the amount of stormwater runoff, and stabilizing soil with their roots and fallen leaves;

B. Improving air quality by removing pollutant gases and airborne particles;

C. Positively affecting energy and water conservation by providing shade, lowering temperatures, and reducing net evaporation rates;

D. Reducing noise pollution by absorbing and deadening excessive and/or unwanted noise and by screening the source of the noise from view; and

E. Providing a wide variety of habitats and ecosystems for birds, mammals, and other wildlife [KMC 18.57.015.A-E];

WHEREAS, climate scientists maintain that big exceptional trees are invaluable to the environment and those native to the Pacific Northwest like Douglas firs, western hemlocks, and western red cedars are the best in the world at storing carbon - actually getting better at doing it as they age and grow bigger. In fact, according to the US Geological Survey, some large trees seem to add "the carbon mass equivalent of an entire smaller tree each year."

WHEREAS, in May of 2022, the City Council adopted the City of Kenmore Climate Action Plan ("CAP"), which acknowledges that cities like Kenmore have a critical role to play in addressing climate change impacts, including, but not limited to protecting, preserving, and restoring environmental and natural resources; and

WHEREAS, a CAP priority, goal and strategy include the expansion of tree canopy and sequestration opportunities, protecting critical and natural areas, and protecting local water bodies; and

WHEREAS, the City Council and members of the public have voiced concerns with the scope of tree removal within the City, and the Council directed staff to bring forward proposed regulations to further preserve and protect Kenmore's urban forest canopy; and

WHEREAS, the City Council has considered tree protection regulations at its April 19, 2021, May 26, 2021, September 20, 2021, December 6, 2021, March 21, 2022, May 16, 2022, July 18, 2022, and October 24, 2022, meetings; and

WHEREAS, the City Council desires to adopt certain amendments to the Tree

Management and Protection Code to protect exceptional trees within the City (“Proposed Amendments”) as they are unique in size, species, age, health, and are worthy of long-term retention, and provide substantial value to the City and community as referenced in the recitals herein; and

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City’s police powers and is specifically authorized by RCW 35A.63.100, RCW 36.70A.040, and the Washington Constitution, Article XI, Section 11; and

WHEREAS the Proposed Amendments support Council priorities to implement the adopted Kenmore CAP and promote environmental stewardship, including water, air, forest, and habitat restoration; and

WHEREAS, the City sent notice of the Proposed Amendments to the Washington State Department of Commerce pursuant to RCW 36.70A.106; and

WHEREAS, on September 1, 2023, the City’s Responsible Official issued a Determination of Non-Significance pursuant to the State Environmental Policy Act in relation to the Proposed Amendments; and

WHEREAS, the City Council held a public hearing on September 25, 2023, and October 9, 2023, and considered the comments and record relating to the Proposed Amendments; and

WHEREAS, on October 9, 2023, the City Council voted to continue the period to receive written comments via email until 5:00 PM on Sunday, October 15th, 2023; and

WHEREAS, the City Council desires to adopt the Proposed Amendments and finds that such amendments are consistent with the 2023-2024 Council Priorities, the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City Council has been guided by the goals of the Growth Management Act (RCW 36.70A.020) when considering adoption of the Proposed Amendments; and

WHEREAS, the City Council finds that adoption of the Proposed Amendments is in the best interests of the residents of Kenmore and will promote the public health, safety, and welfare of the City;

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

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Amendment. The City Council amends Chapter 15.25 of the Kenmore Municipal Code as set forth in Exhibit A, attached hereto and incorporated by reference as if set forth in full.

Section 3. Amendment. The City Council amends Chapter 18.20 of the Kenmore Municipal Code as set forth in Exhibit B, attached hereto and incorporated by reference as if set forth in full.

Section 4. Amendment. The City Council amends Chapter 18.57 of the Kenmore Municipal Code as set forth in Exhibit B, attached hereto and incorporated by reference as if set forth in full.

Section 5. Amendment. The City Council amends Section 19.25.020 of the Kenmore Municipal Code as set forth in Exhibit C, attached hereto and incorporated by reference as if set forth in full.

Section 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 7. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 16th DAY OF OCTOBER 2023.

CITY OF KENMORE


[Nigel Herbig \(Oct 30, 2023 08:46 PDT\)](#)
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:


[Anastasiya Warhol \(Oct 18, 2023 13:40 PDT\)](#)
Anastasiya Warhol, City Clerk

Approved as to form:


[Dawn Reitan \(Oct 18, 2023 13:14 PDT\)](#)
Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 09/01/2023

PASSED BY THE CITY COUNCIL: 10/16/2023

ORDINANCE NO.: 23-0593

DATE OF PUBLICATION: 10/20/2023

EFFECTIVE DATE: 10/25/2023

EXHIBIT A TO ORD. 23-0593

I. Chapter 15.25 of the Kenmore Municipal Code (KMC) is amended to read as follows:

A. KMC 15.25.030 is amended to read as follows:

15.25.030 Definitions.

Certain words and phrases used in this chapter, unless otherwise clearly indicated by their context, mean as follows:

A. "Applicant" means a person who files an application for a permit under this chapter and who is either the owner of the land on which that proposed activity would be conducted, a contract purchaser, or the authorized agent of such a person.

B. "Bench" means a relatively level step excavated or constructed on the face of a graded *slope* surface for drainage and maintenance purposes.

C. "City manager" means the City of Kenmore city manager or his or her designee(s).

D. "Clearing" means the cutting or *removal* of *vegetation* or other organic plant material by physical, mechanical, chemical or any other means.

E. "Department" means the *department* designated by the *city manager* to administer this chapter.

F. "Diameter at breast height" means a *tree's* diameter in inches at four and one-half feet above the ground. On multiple stemmed or trunked *trees*, the diameter shall be the sum of diameters of all individual stems or trunks.

G. "Director" means the director of the *department* designated by the *city manager* to administer this chapter.

H. "Earth material" means any rock, natural soil or any combination thereof.

I. "Erosion" means the wearing away of the ground surface as the result of the movement of wind, water and/or ice.

J. "Excavation" means the *removal* of *earth material*.

K. "Exceptional tree" means a tree which because of its unique combination of size, species, and age is worthy of long-term retention for the purposes and values set forth in KMC 18.57.015, and that has been determined to constitute an important community resource and may not be *removed* or damaged.

1. All healthy specimens of *tree* species in Table 1 are *exceptional trees* if they have a diameter at breast height (d.b.h.) equal to or greater than that listed for the respective species. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump.
2. Any healthy *tree* with a d.b.h. of 48 inches or greater is an exceptional tree except those in Table 2 that are never considered exceptional.

Table 1. Exceptional Tree Species and Required Diameters at Breast Height

Tree Species (Common Name)	Scientific Name	Threshold d.b.h. (in inches)
Bigleaf Maple	<i>Acer macrophyllum</i>	42"
Douglas Fir	<i>Pseudotsuga menziesii</i>	30"
Grand Fir	<i>Abies grandis</i>	24"
Madrona	<i>Arbutus menziesii</i>	12"
Oregon Ash	<i>Fraxinus latifolia</i>	24"
Oregon White Oak	<i>Quercus garryana</i>	24"
Pacific Dogwood	<i>Cornus nuttallii</i>	24"
Pine (any species)	<i>Pinus</i> family	30"
Sitka Spruce	<i>Picea sitchensis</i>	24"
Western Hemlock	<i>Tsuga heterophylla</i>	24"
Western Red Cedar	<i>Thuja plicata</i>	30"
Willow (any species)	<i>Salix</i> family	24"

Table 2. Tree Species That Are Not Exceptional Trees

Tree Species (Common Name)	Scientific Name
Alder (any species)	<i>Alnus</i> family
Black Cottonwood	<i>Populus trichocarpa</i>
English Holly	<i>Ilex aquifolium</i>
Leyland Cypress	<i>Cupressus × leylandii</i>

L. "Fill" means a deposit of *earth material* placed by mechanical means.

M. "Grade" means the elevation of the ground surface.

1. "Existing grade" means the *grade* prior to *grading*.
2. "Rough grade" means the stage at which the *grade* approximately conforms to the approved plan.
3. "Finish grade" means the final *grade* of the *site* which conforms to the approved plan.

N. "Grading" means any excavating, filling, removing of the duff layer, or combination thereof.

O. "Hazard tree" means any *tree* that has a high probability of failure due to any structural defect, disease or damage or combination of defect, disease or damage. A "high probability of failure" means falling and causing damage to persons or property. A "hazard tree" includes, but is not limited to, any isolated *tree(s)* that have a high probability of failure due to low *wind-firmness* in post-construction conditions as determined by a *qualified tree protection professional*.

P. "Impervious surface" means a nonvegetated surface which either prevents or retards the entry of water into the soil mantle under natural conditions prior to development, and/or which causes water to run off the surface in greater quantities or at a rate of flow greater than the flow under natural conditions prior to development. Common *impervious surfaces* include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, paved areas, gravel areas, areas of packed or oiled earthen materials or other surfaces which similarly impede the natural infiltration of surface and *stormwater*. Open uncovered flow control or water quality treatment facilities shall not be considered as *impervious surfaces* for the purposes of determining whether thresholds for the application of minimum requirements are exceeded, but shall be considered *impervious surfaces* for the purposes of runoff modeling.

Q. "Land alteration" means any alteration to the surface of the land or the surface drainage including improvements to a storm water tract. *Land alterations* include but are not limited to: *excavations, fills, clearing, grading, and tree removal* or any combination thereof; placing or removing *impervious surfaces*, including *structures* and *pavement*; compacting the earth surface; changing the existing *grade*; or changing the surface so that surface water leaves the *site* differently, including changes to flow path, flow rate, or flow volume.

R. "Removal" with regard to *trees* means the act of removing a *tree* by digging up, cutting down, or causing a *tree* to die within a period of three years from such act.

S. "Shorelines" means those lands defined as shorelines in the State Shorelines Management Act of 1971.

T. "Significant tree" means an existing healthy *tree* that is not a *hazard tree* and that is at least six inches in *diameter at breast height* (d.b.h.) as measured at four and one-half feet (54 inches) above the ground. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump. Replacement trees required as mitigation for removed exceptional trees are considered significant trees, regardless of size.

U. "Site" means any lot or parcel of land or contiguous combination thereof where projects covered by this chapter are performed or permitted.

V. "Slope" means an inclined ground surface, the inclination of which is expressed as a ratio of vertical distance to horizontal distance.

W. "Storm drain system" means a system of gutters, pipes, or ditches used to carry surface and *stormwater* from the surrounding lands to drainage facilities, critical areas, streams or lakes.

X. "Stormwater" means water originating from rainfall and other precipitation that ultimately flows into drainage facilities, rivers, streams, lakes and wetlands. As applied in this chapter, *stormwater* is synonymous with the term "surface water."

Y. "Structure" means anything permanently constructed in or on the ground, or over the water, and excluding fences eight feet or less in height, decks less than 18 inches above *grade*, paved areas, and structural or nonstructural *fill*.

Z. "Terrace" means a relatively level step excavated or constructed on the face of a graded *slope* surface for drainage and maintenance purposes.

AA. "Tree" means a self-supporting woody perennial plant characterized by one main stem or trunk of at least six inches diameter at breast height, or a multiple stemmed or trunk system with a definite crown, maturing at a height of at least 12 feet above ground level. The *department* shall determine whether any specific woody plant shall be considered a *tree*.

BB. "Vegetation" means any and all organic plant life growing at, below, or above the soil surface. [Ord. 22-0547 § 2 (Exh. A); Ord. 16-0428 § 11 (Att. G); Ord. 12-0345 § 3 (Exh. A).]

B. KMC 15.25.070 is amended to read as follows:

15.25.070 Permit required – Exception.

No *land alteration* shall be performed without first having obtained a permit therefore from the City. Exemptions from permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other laws or ordinances of the City. Even if a permit is required, best management practices must be utilized to limit *erosion* and sedimentation. Permits shall not be required for the following:

A. Grading.

1. *Excavation* for construction of a *structure* authorized by a valid building permit;
2. *Excavations* for trenches for utilities not within critical areas, shorelines or associated buffer;
3. Exploratory *excavations* performed under the direction of a registered design professional; provided, that any disturbance of the area shall be the minimum necessary to carry out the work or studies and the disturbed area shall be immediately restored; and
4. *Excavation* or *fill* less than four feet in vertical depth not involving more than 100 cubic yards of earth or other material on a single *site* and not within critical areas, shorelines or associated buffers;

B. Clearing and Tree Removal of significant trees. This section does not apply to exceptional trees.

1. *Clearing* and *removal* of *trees* for the construction of a *structure* authorized by a valid building permit;
2. *Removal* of *significant trees* requires a permit filed by the owner of real property within the City on forms provided by the department for review and approval prior to removing the *tree*. The city manager may approve, deny, or approve with conditions an application for *tree removal*. The decision shall be based on the following approval criteria:
 - a. The *tree(s)* proposed for *removal* is on a lot containing an existing single-family detached dwelling unit;

- b. The *tree(s)* proposed for *removal* is not located within critical areas or associated buffers, shorelines or associated buffers, native growth protection areas, or wildlife protection zones;
- c. The *tree(s)* proposed for *removal* has not been previously designated for protection (e.g., as part of a plat); and
- d. The *tree(s)* proposed for *removal* complies with the yearly *tree removal* maximum allowances table shown below:

Lots up to 10,000 sq. ft.:	2 <i>trees</i> per year
Lots 10,001 sq. ft. to 20,000 sq. ft.:	4 <i>trees</i> per year
Lots 20,001 sq. ft. to 30,000 sq. ft.:	6 <i>trees</i> per year
Lots 30,000 sq. ft. and greater:	8 <i>trees</i> per year

- 3. *Clearing* by a public agency, franchise utility or public or private golf course for routine maintenance activities;
- 4. Minor stream restoration projects for fish habitat enhancement pursuant to a Washington State Joint Aquatic Resource Permit Application (JARPA);
- 5. Normal and routine maintenance of existing lawns and landscaping; and
- 6. *Removal* of noxious weeds. *Removal* of noxious weeds from critical areas, shorelines or associated buffers shall be subject to the requirements of KMC Title [16](#) and Chapter [18.55](#) KMC;

C. Engineering.

- 1. Less than 2,000 square feet of replaced *impervious surface* or new plus replaced *impervious surface* that is not within critical areas or associated buffers; and
- 2. *Land alterations* that are exempt from a *grading* permit and that do not alter the method by which the *stormwater* leaves the *site*. [Ord. 22-0547 § 2 (Exh. A); Ord. 16-0428 § 11 (Att. G); Ord. 12-0345 § 3 (Exh. A).]

EXHIBIT B TO ORD. 23-0593

I. Chapter 18.20 of the Kenmore Municipal Code is amended to read as follows:

A. KMC 18.20.2730 of the Kenmore Municipal Code (KMC) is amended to read as follows:

18.20.2730 Significant tree.

"Significant tree" means an existing healthy *tree* that is not a *hazard tree* and that is at least six inches in diameter at breast height (d.b.h.) as measured at four and one-half feet (54 inches) above the ground. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump. Replacement trees required as mitigation for removed exceptional trees are considered significant trees, regardless of size. [Ord. 22-0547 § 3 (Exh. B(I)); Ord. 11-0329 § 3 (Exh. 1).]

B. Chapter 18.20 KMC is amended by adding a new KMC 18.20.3083, "Tree, exceptional" to read as follows:

18.20.3083 Tree, exceptional.

"Exceptional tree" means a tree which because of its unique combination of size, species, and age is worthy of long-term retention for the purposes and values set forth in KMC 18.57.015, and that has been determined to constitute an important community resource and may not be *removed* or *damaged*.

1. All healthy specimens of *tree* species in Table 1 are *exceptional trees* if they have a diameter at breast height (d.b.h.) equal to or greater than that listed for the respective species. For *trees* with multiple leaders at four and one-half feet above the ground, the d.b.h. shall be the combined cumulative total of branches greater than six inches diameter at four and one-half feet above the ground. For *trees* that have been removed and whereas only the stump remains, the size of the *tree* shall be measured from the diameter of the top of the stump.
2. Any healthy *tree* with a d.b.h. of 48 inches or greater is an exceptional tree except those in Table 2 that are never considered exceptional.

Table 1. Exceptional Tree Species and Required Diameters at Breast Height

Tree Species (Common Name)	Scientific Name	Threshold d.b.h. (in inches)
Bigleaf Maple	<i>Acer macrophyllum</i>	42"
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Oregon Ash	<i>Fraxinus latifolia</i>	24"
Oregon White Oak	<i>Quercus garryana</i>	24"
Pacific Dogwood	<i>Cornus nuttallii</i>	24"
Pine (any species)	<i>Pinus</i> family	30"
Sitka Spruce	<i>Picea sitchensis</i>	24"
Western Hemlock	<i>Tsuga heterophylla</i>	24"
Western Red Cedar	<i>Thuja plicata</i>	30"
Willow (any species)	<i>Salix</i> family	24"

Table 2. Tree Species That Are Not Exceptional Trees

Tree Species (Common Name)	Scientific Name
Alder (any species)	<i>Alnus</i> family
Black Cottonwood	<i>Populus trichocarpa</i>
English Holly	<i>Ilex aquifolium</i>
Leyland Cypress	<i>Cupressus × leylandii</i>

II. Chapter 18.57 of the Kenmore Municipal Code is amended to read as follows:

Chapter 18.57 TREE MANAGEMENT AND PROTECTION

Sections:

[18.57.010 Title.](#)

[18.57.015 Findings and purpose.](#)

[18.57.030 Applicability.](#)

[18.57.035 Exemptions.](#)

[18.57.050 Tree protection plan required.](#)

[18.57.060 Tree density requirement.](#)

[18.57.063 Exceptional Tree Protections.](#)

[18.57.065 Significant tree grove retention in the urban residential zone, downtown commercial zone east of 73rd Avenue NE, public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea.](#)

[18.57.070 Tree protection plan review procedure.](#)

[18.57.080 Tree protection plan review standards.](#)

[18.57.085 Tree windthrow evaluation and prevention.](#)

[18.57.090 Tree protection during construction.](#)

[18.57.100 Post-construction replacement, financial guarantee and maintenance requirements.](#)

18.57.110 Penalties, enforcement.

18.57.010 Title.

This chapter shall be known and may be cited as the Kenmore tree management and protection code. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.015 Findings and purpose.

A. Reducing soil *erosion* and water pollution in the *City's streams* and creeks by providing wind breaks, slowing the surface movement of water, reducing the amount of stormwater runoff, and stabilizing soil with their roots and fallen leaves;

B. Improving air quality by removing pollutant gases and airborne particles;

C. Positively affecting energy and water conservation by providing shade, lowering temperatures, and reducing net evaporation rates;

D. Reducing noise pollution by absorbing and deadening excessive and/or unwanted noise and by screening the source of the noise from view; and

E. Providing a wide variety of habitats and ecosystems for birds, mammals, and other wildlife;

F. Accordingly, the purpose of this chapter is to establish a process and standards to:

1. Increase the livability of an area by helping to screen people and *buildings* from wind and inclement weather;

2. Create a special sense of identity, a sense of community and civic pride, and a memorable place to live and work;

3. Preserve and enhance the *City's* physical and aesthetic character by preventing untimely and indiscriminate removal or destruction of *trees*;

4. Promote *site* planning, construction practices, and horticultural practices that are consistent with the *reasonable use* of property;

5. Implement the goals and objectives of the *City's* comprehensive plan; and

6. Implement the goals and objectives of the *City's* parks and recreation master plan. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.030 Applicability.

A. No individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, shall directly or indirectly remove or destroy any *tree* as defined in this title within the *City*, without first obtaining a clearing permit as provided in KMC Title [15](#).

B. Unless otherwise exempted in KMC [18.57.035](#), any *site* subject to *development*, including the division of a parcel of land into two or more parcels, within the *City* shall comply with the requirements of this chapter.

C. Approval of a tree protection plan pursuant to the provisions of this chapter shall not discharge the obligation of the *applicant* to otherwise comply with the applicable provisions of this chapter.

D. When any provision of any other chapter of the Kenmore Municipal Code conflicts with this chapter or when the provisions of this chapter are in conflict, that provision which provides more protection for individual *trees* and *groves* of *trees* shall apply unless specifically provided otherwise in this chapter or unless such provision conflicts with federal or State laws or regulations. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.035 Exemptions.

A. The following land *uses* are exempt from the provisions of this chapter. However, compliance with other applicable provisions of the Kenmore Municipal Code including but not limited to then-current *critical area* regulations per Chapter [18.55](#) KMC and then-current clearing regulations per Chapter [15.25](#) KMC is still required:

1. Agriculture, meaning the use of the land for the primary purpose of deriving income from growing plants or *trees* on land including, but not limited to, land used principally for fruit or timber production, but not including land used principally for another *use* and only incidentally for growing *trees* or plants for income.

2. *Commercial nursery or tree farm*, but only those *trees* which are planted and growing on the premises of a licensed retailer or wholesaler for sale to the general public. Other *trees* on such premises shall remain subject to this chapter.

3. Residential *Development*.

- a. All existing *lots* on which are to be situated new *single detached dwelling units* in residential zones based on tree removal limits established by clearing requirements.

b. All existing *lots* on which are situated existing detached *dwelling units* in residential zones based on tree removal limits established by clearing requirements.

c. Residential Development is not exempt from the provisions of Chapter 18.57.065 - *exceptional trees*.

4. Downtown Commercial and Downtown Residential Zones.

All *development* occurring within core areas designated as downtown commercial and downtown residential zones. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.050 Tree protection plan required.

A. Requirement Established. Except for the exemptions enumerated in this chapter, no individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, shall remove, transplant, or destroy, or cause to be removed, transplanted, or destroyed, on any land in the *City*, any *tree* as defined in this chapter, without first obtaining the *city manager's* approval of a tree protection plan and receiving a clearing permit from the *City*.

For *sites* proposed for land *development*, including the division of a parcel of land into two or more parcels, having *trees* below the minimum tree density, even though no *trees* are proposed to be removed, a tree protection plan is required to bring the *site* up to the minimum tree density standard herein established.

B. Submittal of Tree Protection Plan. Where the *site* proposed for *development* requires site or plat or short plat review, the tree protection plan shall be submitted concurrent with a site plan or plat or short plat application.

C. Tree Protection Plan Requirements. Attached to the *applicant* information and site plan information required for the clearing permit application, the *applicant* shall include the following tree protection plan information:

1. *Tree Survey*. For all *development proposals*, a *tree survey*, drawn to scale by a land surveyor licensed in Washington State, identifying the exact location and conditions of existing *trees* as defined in this title and containing the following information:

a. Common and botanical name of each *tree*.

b. *Trees* proposed to remain and to be removed.

c. *Groves* with indication of predominant species, number of *trees* and size of
d.b.h.

d. Any off-site *tree* with a root protection zone which could be adversely affected by the proposed activity.

e. The location and dimensions of established and proposed perimeter *landscaping*, natural *vegetation* easements, and open space areas for public, *private*, or community use.

f. *Net buildable areas*.

g. *Critical areas* and their *buffers*.

h. Stormwater tracts.

i. Limits of construction line.

j. North arrow, scale, and date of survey.

2. An assessment of *tree windthrow* potential as described in KMC [18.57.085](#), along with any proposed mitigation measures to minimize windthrow. These measures shall be incorporated into the proposed tree protection plan described in subsection (C)(5) of this section.

3. A statement describing how *trees* intended to remain will be identified, marked, and protected before the start of and during *development* as further described in KMC [18.57.090](#).

4. A statement that describes replacement tree quality as conforming to the American Standards for Nursery Stock (ANSI).

5. Proposed Tree Protection Plan. The permit *applicant* shall have a *qualified tree protection professional* prepare recommendations for the tree protection plan. The tree protection plan shall be drawn to scale using the *tree* survey as a base and containing the following information:

a. The exact location, **common name, botanical name**, and condition of protected *trees*.

b. The exact location, common name, botanical name, and *caliper* of each *tree* species to be planted.

c. The *site* minimum tree density calculation indicating the total number, size, and species of existing *trees* to be preserved and the replacement *trees* to be planted as described in KMC [18.57.060](#).

d. The *site* replacement tree calculation as described in KMC [18.57.060](#) with an explanation including the number, *caliper*, and species.

e. The location, materials, dimensions, and layout of the protective barriers.

6. Submit a **landscape** bond quantity **worksheet on forms** **provided by the department.**

7. Additional Information. Any additional or more detailed information required by the *city manager* to ensure compliance with the provisions of this chapter (i.e., aerial photograph). The *city manager* may waive the requirements for the scaled drawing and other submission data if he finds that the information presented is sufficient to determine the project's compliance with the provisions of this chapter. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 15-0409 § 1 (Att. A); Ord. 11-0329 § 3 (Exh. 1).]

18.57.060 Tree density requirement.

A. Minimum Tree Density Requirement Established. A minimum tree density is required on each *site*. The tree density may consist of existing *trees* (provided they are not cottonwood, alder, or holly trees), replacement *trees*, or a combination of existing and replacement *trees*. The *site* density of *trees* to be protected on each *site* shall be determined prior to approval of a tree protection plan or clearing permit, by the *city manager*.

B. Tree Density Calculation. The minimum tree density required for each *site* is 30 tree units per acre of *net buildable area*.

1. To calculate the density of *trees* to be protected:

a. Obtain the d.b.h. measurement in inches for each protected *tree* within the *net buildable area*.

b. Go to Table 18.57.060A and select the tree unit value that corresponds to the d.b.h. for each protected *tree*.

c. Add up the tree unit values for all protected *trees* and divide by the total acreage of the *net buildable area*. This value must equal or exceed 30 tree units per acre of *net buildable area*. If the total is less than 30 tree units per acre, more *trees* must be protected or replacement *trees* will be required.

d. If replacement *trees* are planted as *groves* within designated tracts, then *applicant* may reduce total tree units required by 10 percent.

Table 18.57.060A
Existing Trees to Remain.

(Conversion from diameter (d.b.h.) in
inches to tree units for
trees protected on-site.)

d.b.h.	Tree Units	d.b.h.	Tree Units
1 – 5	1.0	30	8.2
6 – 10	1.2	31	8.6
11	1.4	32	9.0
12	1.8	33	9.5
13	2.0	34	10.0
14	2.3	35	10.5
15	2.6	36	11.0
16	2.9	37	11.5
17	3.2	38	12.0
18	3.5	39	12.5
19	3.8	40	13.0
20	4.2	41	13.5
21	4.6	42	14.0
22	5.0	43	14.5
23	5.4	44	15.0
24	5.8	45	15.5
25	6.2	46	16.0
26	6.6	47	17.0
27	7.0	48	18.0
28	7.4	49	19.0
29	7.8	50	20.0

Table 18.57.060A
Existing Trees to Remain.

(Conversion from diameter (d.b.h.) in
 inches to tree units for
trees protected on-site.)

d.b.h.	Tree Units	d.b.h.	Tree Units
For every one inch greater than 50 d.b.h., add an additional 2 tree units (i.e., 62 d.b.h. = 44 tree units).			

C. Replacement *Tree* Requirement. If the number of existing *trees* is not enough to meet the minimum of 30 tree units per acre, a sufficient number of replacement *trees* shall be planted to meet the minimum requirement. To determine the total number of replacement *trees* required:

1. Obtain the *caliper* measurement for each replacement *tree*. Replacement *trees* are measured differently than protected *trees*. Instead of measuring d.b.h. as in protected *trees*, replacement *trees* are measured by *caliper* in inches according to industry standards (ANSI). *Caliper* on replacement *trees* is measured six inches above the ground line for four-inch and smaller *trees*, and 12 inches above ground for larger replacement *trees*.
2. Go to Table 18.57.060B and select the tree unit value that corresponds to the *caliper* for each replacement *tree*.
3. Add the replacement tree unit values together to determine how many of that size *tree* will be required to achieve the minimum *site* density. See Table 18.57.060C for an example.

Table 18.57.060B Replacement Trees.

(Conversion from
caliper inches to tree units for replacement *trees*.)

Deciduous Tree Caliper in Inches	Tree Units for Deciduous Trees	Coniferous Tree Height in Feet	Tree Units for Conifers	Tree Units for Native Conifers
1.5"	0.4	4' – 6'	0.5	0.8

Table 18.57.060B Replacement Trees.

(Conversion from
caliper inches to tree units for replacement *trees*.)

Deciduous Tree Caliper in Inches	Tree Units for Deciduous Trees	Coniferous Tree Height in Feet	Tree Units for Conifers	Tree Units for Native Conifers
2"	0.5	6' – 8'	0.7	1.0
3"	0.6	8' – 10'	1.0	1.5
4"	0.7	11' – 12'	1.5	2.0
5"	0.8			
6"	1.0			
7"	1.2			
8" +	1.5			

Table 18.57.060C Sample Tree Density Calculation.

The required density factor is calculated below as follows for five acres: five acres x 30
units = 150 tree units required.

Existing density (ED):

Size	Quantity	Total Units	Size	Quantity	Total Units
24"	3	17.4	12"	5	9.0
18"	3	10.5	8"	6	7.2
10"	4	4.8	15"	8	20.8
30"	7	57.4	4"	10	10.0
				Total ED	137.1

Replacement density (RD):

Size	Units	Quantity	Total Units
2" <i>Deciduous</i>	0.5	12	6.0
4" <i>Deciduous</i>	0.7	6	4.2
4' – 6' Native Conifer	0.8	5	4.0

Size		Units	Quantity			Total Units	
			Total RD			14.2	
ED + RD =	Site Total Tree Density	>	or	=	Minimum Density Required		
137.1 + 14.2 =	151.3	>			150	Density Satisfied	

The sum of the ED and RD must be greater than or equal to the minimum density required. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.063 Exceptional Tree Protections.

A. Prohibited Activities.

The following activities are prohibited with regard to *exceptional trees*.

1. *Removal*, in whole or in part.
2. *Harming, injuring, or damaging the tree, including cutting its bark or branches with a knife, axe, hatchet, saw, or any other similar device or object.*
3. *Pouring toxic material on the tree or on the ground near enough to the tree to affect its health.*
4. *Burning the tree or causing a fire near enough to the tree to affect its health.*
5. *Topping.*
6. *Pruning beyond the standards provided by the Tree Care Industry Association at ANSI300 Part 1.*
7. *Attaching any sign, poster, notice, or other object to the tree, or fastening any guy wire, cable, rope, nails, screws, or other device to the tree, with the following exceptions:*
 - a. *To support young or broken trees;*
 - b. *For residential uses, (e.g., treehouses, tire swings, etc.);*
 - c. *The City may tie temporary signs or banners associated with street improvement, parades, seasonal lighting, or other city activities.*

B. Variance.

Exceptional trees may be removed only as allowed in this section.

1. *Variances from the exceptional tree standards of this chapter may be authorized by the city manager in accordance with the approval criteria described in this section. A variance for removal of exceptional trees is a Type 2 land use decision, pursuant to KMC 19.25.020, except as described in Section 18.57.063(B)2(a)(3).*
 - a. *Prior to commencing with the removal the owner shall obtain a permit from the City.*
 - b. *No variance is allowed in order to create additional lots.*

c. Decision Criteria.

- i. Necessary for Rights or Use. Private *Development Proposals*: Such *variance* is necessary for the preservation and enjoyment of a substantial property right or use possessed by other similarly situated properties but which because of the presence of *exceptional tree(s)* is denied to the property in question. For a variance to be granted under this section, the applicant must demonstrate compliance with the reasonable use exception approval criteria established in KMC 18.55.180.A.1.a through 18.55.180.A.1.g. The phrase *exceptional tree* shall replace the phrase *critical area* when utilizing said criteria for a variance under this section;
- ii. The granting of such *variance* will not be materially detrimental to the public welfare or injurious to the property or improvement;
- iii. The granting of the *variance* is consistent with the general purpose and intent of the *City's* comprehensive plan and adopted development regulations.

d. *City Manager* Review. The *city manager* shall review the application. The *city manager* shall approve, approve with conditions, or deny the request based on the proposal's ability to comply with all of the *variance* criteria in this section.

e. Burden of Proof. The burden of proof shall be on the *applicant* to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

f. Time Limit.

- i. Establishment of any activity authorized pursuant to an *exceptional tree variance* shall occur within four years of the effective date of the decision for such *variance*. This period may be extended for one additional year by the *city manager* if the *applicant* has submitted the applications necessary to authorize the development activity and has provided written justification for the extension.
- ii. For the purpose of this subsection, "establishment" shall occur upon the issuance of all local permit(s) needed to begin the development activity; provided, that the improvements authorized by such permits are completed within the time frames of said permits.

g. Mitigation Requirements.

- i. To the extent feasible, *exceptional trees removed* under a *variance* shall be replaced at a ratio of three (3) replacement trees for each *exceptional tree removed* (3:1).
- ii. If on-site replacement is not feasible, off-site replanting on public property with the *City's* written permission.

- iii. Whether planted on-site or off-site, replacement *trees* shall be of a species listed in Table 1 at KMC 18.20.3083 and must remain viable for a minimum of five (5) years after planting or themselves be replaced at a 1:1 ratio.
- iv. Notwithstanding the foregoing, replacement trees under this chapter are considered *significant trees* pursuant to KMC 18.20.2730, regardless of Diameter at Breast Height (d.b.h.).
- v. Notice on title.
 - 1. In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, the owner of any property containing replacement *trees* planted as mitigation for the removal of *exceptional trees* shall file a notice with county records and elections division according to the direction of the *City*. The notice shall state the presence of the replacement *trees* on the property and the date until which they must remain viable, of the application of this chapter to the property, and the fact that limitations on actions affecting the *trees* may exist. The notice shall run with the land.
 - 2. This notice on title shall not be required for:
 - a. A development proposal by a public agency or utility;
 - b. Within a recorded easement or right-of-way;
 - c. Where the agency or utility has been adjudicated the right to an easement or right-of-way; or
 - d. On the site of a public facility.
 - 3. The applicant shall submit proof that the notice has been filed with the county records and elections division (i.e., copy of document recorded on title).

2. Hazardous Trees.

- a. The removal of hazard *exceptional trees* shall comply with the following:
 - i. Prior to commencing with the removal the owner shall obtain a permit from the *City*.
 - ii. The burden of proving the hazardous nature of the *tree* lies with the property owner. The property owner shall provide the *City* with a report, prepared by an International Society of Arboriculture (ISA) certified arborist with a current Tree Risk Assessment Qualification (TRAQ), documenting that the *tree(s)* has a "high" or "extreme" risk and no other mitigation measure will reduce the risk below "high."

iii. Emergency tree removal. Where tree removal is necessary to prevent or correct an immediate threat to public health, safety, property, or welfare is performed in an emergency situation, the permit application, evidence of the threat, and a tree risk rating of "high" or "extreme" prepared by a *qualified tree protection professional* shall be submitted within the next business working day to the City. Emergency tree removal, as described here within, is exempt from the Type 2 decision process.

b. Mitigation Requirements.

i. The removal of hazardous, dying, or dead exceptional trees shall be mitigated by planting one (1) replacement tree, unless otherwise provided in KMC 18.55.150(E)(2).

ii. Replacement trees must be of a species listed in Table 1 at KMC 18.20.3083 and must remain viable for a minimum of five (5) years after planting or themselves be replaced at a 1:1 ratio.

3. Private Access.

a. Prior to commencing with the removal the owner shall obtain a permit from the City.

b. Exceptional trees may be removed where necessary to provide for access to development sites, provided there are no feasible alternative alignments. Alternative access must be pursued to the maximum extent feasible.

4. Public Facilities.

a. The City reserves the right to remove exceptional trees where necessary for roads, bridges, utilities, and facilities.

b. Exceptional tree removal by private utilities require a tree removal permit and right-of-way use permit.

c. Exceptional trees removed under this section are subject to the mitigation requirements described in KMC 18.57.063.B.1.g.i – 18.57.063.B.1.g.iv.

C. Modification to Standards to Protect Exceptional Trees

1. For single-family residential subdivisions and short subdivisions on sites in the R-4 zone that contain exceptional trees, the minimum lot size may be reduced to 5,400 square feet with no limitation on the percentage of smaller lots, regardless of KMC 18.21.030, Footnote 16. The lot area shall exclude access easements and access panhandles.

2. Unless it would be unreasonable to do so based on the use of neighboring properties, the city manager may reduce setbacks in residential zones regulated

by Chapter 18.21 KMC to 10 feet, and *setbacks* in other zones to five feet, in order to maximize the protection of an *exceptional tree* and avoid exceptions or variances.

D. Penalties.

1. **Civil Penalty.** The penalty for *removal* of an *exceptional tree* or any other activity prohibited under subsection A shall be a civil penalty of up to \$2,500 per inch in d.b.h. of the *tree removed* with a maximum fine of \$150,000. In no case shall the penalty be reduced to less than \$10,000 total. For example, the monetary penalty for a 30-inch d.b.h. Douglas fir *removed* results in a maximum penalty of \$75,000. If the violation is found to have been willful or malicious, as determined by the *city manager*, the amount of the penalty may be doubled as punitive damages and the violator may be subject to criminal penalties under KMC18.57.110.B.
2. In addition, any person found to be in violation of this Section shall plant three (3) replacement *trees* for each *exceptional tree* removed. Replacement *trees* shall be a species listed in Table 1 at KMC 18.20.3083 and must remain viable for a minimum of five (5) years after planting or themselves be replaced by the offender at a 1:1 ratio. In order to inform subsequent purchasers of real property of the existence of replacement *trees* and their required viability period, a notice will be filed on the title by the same procedure outlined under (B)(1)(g)(iv) of this Chapter.

18.57.065 Significant tree grove retention in the urban residential zone, downtown commercial zone east of 73rd Avenue NE, public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea.

A. Definitions.

1. **Significant Tree Grove Definition.** A “significant tree grove” shall consist of two or more trees with a minimum of five and one-half tree units total. A qualifying tree has two tree units minimum. The maximum distance measured in feet between qualifying trees shall be equal to two times the critical root zone in order to be defined as a significant tree grove. For example a 24-inch d.b.h. tree must be within 24 feet of another tree in the grove to be included in the significant tree grove. A tree of any size that is topped or considered a “hazard tree” as defined in KMC [18.20.3084](#) may not qualify as part of a significant tree grove as herein defined. For purposes of this chapter, a significant tree grove may not contain trees that are located within a critical area or critical area buffer protected under Chapter [18.55](#) KMC. A significant tree grove is not the same as a “grove,” as defined in KMC [18.20.1273](#).

2. Tree Units. See KMC [18.57.060](#)(A) for translation of diameter at breast height (d.b.h.) to tree units.

B. Applicability.

1. Development proposals in the urban residential zone, downtown commercial zone east of 73rd Avenue NE, public and semi-public zone abutting SR-522, and the urban corridor zone, east subarea shall be eligible to benefit from providing less parking or more dwelling units or any combination of the two if the development retains one or more significant tree grove(s) as defined in this section in perpetuity. A development may be able to benefit from both reduced parking and additional dwelling units by preserving a significant tree grove so long as the same tree credits are not counted towards both reductions in parking and additional bonus dwellings. Trees or groves retained through other provisions of this chapter may count towards the significant tree grove retention if they meet the definitions found in subsection A of this section.

2. Tree on Property Line. In instances where one or more trees that would qualify as part of a significant tree grove is located on a property line such that the tree is on more than one property, and the properties are in separate ownerships, the tree shall qualify to be counted as part of a separate tree grove by each property owner.

C. Reduced Parking. In order to retain qualifying significant tree groves, required parking may be reduced at the maximum rate of one stall per each five and one-half tree units. Parking quantities may be reduced up to a maximum of 20 percent from the parking requirement after other reductions are applied, if any.

D. Residential Bonus Units. In order to retain qualifying significant tree groves, residential units are offered at the rate of one bonus unit per each 11 tree units preserved. Grove bonus units are not included in maximum unit density calculations. Grove bonus units are not subject to the affordability requirements of KMC [18.27.020](#) and Chapter [18.77](#) KMC.

E. Significant Tree Grove Preservation Requirements.

1. Tree Protection Plan Required. A tree protection plan as identified in KMC [18.57.050](#) shall be required for any development application proposing to protect one or more significant tree groves through this section.

2. Recorded on Title. The map of significant tree groves preserved through this section, along with a covenant preventing removal, shall be recorded and shown on the property title.

3. Subject to Tree Protection Measures of Chapter [18.57](#) KMC. Significant tree groves protected under this section shall be subject to the tree protection measures during

construction found in KMC [18.57.090](#), the post-construction replacement, financial guarantee, and maintenance requirements of KMC [18.57.100](#), and the penalties and enforcement of KMC [18.57.110](#).

Exception: This section, as adopted by Ordinance No. 23-0574, shall not apply to certain real properties located within the area of the transit oriented development (TOD) district overlay as identified in KMC [18.29.020](#) and Figure 18.29.020.1, and as further identified by the following tax parcel numbers (TPN): TPN 011410-0889, TPN 011410-0881, TPN 011410-0870, TPN 011410-0885, TPN 011410-0865, TPN 011410-0860, and TPN 011410-0855. [Ord. 23-0574 § 2 (Exh. A).]

18.57.070 Tree protection plan review procedure.

A. *Departmental Review.* The *city manager* shall review the tree protection plan and clearing permit application to determine whether the *applicant* has provided all required information. Completed applications shall be referred to appropriate *City departments* for review. Upon request of either the *applicant* or the *City*, the *City* may conduct field inspections or review meetings. *City departments* involved in the review and/or inspections shall submit their report(s) and recommendation(s) to the *city manager*.

B. *Evaluation for Compliance.* The *city manager* may require an evaluation by a *qualified tree protection professional*, a qualified engineer, landscape architect, soils engineer, testing lab, or other specialist at any time during the tree protection plan review process or tree removal inspection as necessary to ensure compliance with the provisions of this chapter and/or the terms of the clearing permit. Individual *applicants* will be responsible for payment to the *City* of the actual cost to the *City* of this evaluation. The actual costs of any such evaluation shall be paid to the *City* within 30 days of receipt of the *City's* invoice.

C. *Financial Guarantees.* For all projects required to have a tree protection plan, *financial guarantees* shall be required consistent with the provisions of KMC [21.20.070](#); provided, however, that to the extent that the *financial guarantee* requirements of KMC [18.57.100](#) are more protective of tree preservation, performance and maintenance, then the more protective requirements shall prevail. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.080 Tree protection plan review standards.

The following standards shall govern the approval of a tree protection plan and the granting or denial of an application for clearing permit:

A. *Design. Development* shall be designed, located, and conducted so as to minimize the loss of healthy *groves* and protected *trees* as identified by a *qualified tree protection*

professional, degradation of wildlife habitat as identified through environmental review, and the potential for *erosion* and slope failure.

B. *Tree Protection Priority*. In designing a development project and in meeting the required minimum tree density, the *applicant* shall protect *trees* within the *net buildable area* as described in KMC [18.57.060](#)(B)(1), in the following order of priority. *Trees* to be preserved and protected must be healthy and vigorous, *wind-firm*, and not in conflict with utilities.

1. *Exceptional trees*.

2. *Groves*.

3. Individual *trees* which provide wildlife habitat as identified through environmental review.

4. Individual *trees* and *groves* which occur within required *setbacks*.

5. *Trees* that protect against windthrow, including *trees* sheltering interior *trees* or *trees* on adjacent property from strong winds that could otherwise cause them to blow down.

6. *Trees* which provide a buffer and separate incompatible *uses* or reduce sound and wind levels.

C. *Replacement Tree Planting Conditions*. Replacement *trees* should be planted in areas with soil, climate, exposure, and moisture conditions appropriate to the replacement *tree species'* growing requirements as determined by a *qualified tree protection professional*, licensed landscape architect, or certified nurseryman.

D. *Replacement Tree Planting Location Priority*. On *sites* where the number of existing *trees* falls below the minimum density requirements, then replacement *tree* planting shall be required. The *applicant's* proposed location of transplanted or replacement *trees* shall be subject to review by a *qualified tree protection professional*, licensed landscape architect, or certified nurseryman, and *City* approval as part of the tree protection plan. Replacement *trees* should be planted according to the following priority:

1. On-Site.

a. *Designated Tracts*. *Trees* located in separate deeded *tree* tracts specifically set aside for the preservation and planting of *trees* and/or the required recreation open space area if *trees* do not interfere with recreation activities.

b. *Perimeter Landscaping*. In which case, replacement *trees* shall not count toward and shall be in addition to perimeter landscape requirements.

c. *Landscaping*. This may include entrance landscaping, traffic islands, and other common open space areas. *Trees* located in a public right-of-way may be credited as replacement *trees* only if *street trees* are not a requirement.

2. *Off-Site*. In cases where an *applicant* believes that lot size prevents installation of the required number of *trees*, the *applicant* may propose to the *City* payment of a fee in lieu for installation of *trees* in a public *park* or other *public space*. The *city manager* shall review and make the final decision on the *applicant's* proposal, based on a recommendation from a *qualified tree protection professional*.

E. *Replacement Conifer Tree Types*. Replacement *trees* shall be of a similar type of genus to the conifer *trees* that are removed; i.e., a western red cedar (*Thuja plicata*) may be replaced with a *tree* in the genus *Thuja*, such as an American arborvitae (*Thuja occidentalis*). [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 15-0409 § 1 (Att. A); Ord. 11-0329 § 3 (Exh. 1).]

18.57.085 Tree windthrow evaluation and prevention.

A. Increased *tree windthrow* potential as a result of impacts to *trees* on a site shall be evaluated based on the following risk factors:

1. Root system disruption that will extend within an area one to two and one-half times the radius of the canopy;
2. Topography of the site;
3. Whether the *tree* is deciduous or evergreen;
4. Height of the *tree* relative to the neighboring *trees*;
5. Whether the tree is part of a *grove*.

B. The windthrow evaluation shall be conducted as part of the preparation of the tree protection plan (see KMC [18.57.050](#)) based on the aforementioned risk factors. The assessment shall be conducted by a *qualified tree protection professional*. This assessment also shall evaluate increased windthrow potential for *trees* on neighboring lots that are within 50 feet of the closest *trees* being removed on the site, including *trees* that share a root system with *tree(s)* on the site.

C. *Tree Protection Plan*.

1. When significant windthrow potential is identified for *trees* that could impact neighboring properties or are on neighboring properties, the *applicant* shall identify measures to minimize windthrow as part of the tree protection plan. Measures could include but are not limited to demonstrating that the *critical root zone (CRZ)* fencing is adequate to prevent root disruption or that the *CRZ* is expanded to provide root protection; saving *groves* when applicable; taking steps to preserve existing grades around *trees*; and/or tunneling rather than trenching for utilities. The City may deny a request to remove a *tree(s)* if mitigation measures are inadequate to minimize windthrow.

2. If potential windthrow damage is for the *site* itself, the *applicant* shall identify measures to reduce impacts to future *structures* on the *site*. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 15-0409 § 2 (Att. B).]

18.57.090 Tree protection during construction.

Prior to initiating tree removal and any *clearing* and *grading* on the *site*, *trees* to be protected and preserved shall be protected from potentially damaging activities as follows unless otherwise approved by the *City*.

A. *Critical Root Zone (CRZ)*. The *CRZ* of individual *trees*, *groves*, or otherwise designated protected tree areas shall include no less than the area of a circle with a radius that extends one foot out from the *tree* for every inch of trunk d.b.h., or the area of a circle with radius extending from a *tree's* trunk to a point no less than the end of a *tree's* longest branch, whichever is greater (see Figure 18.57.090A).

B. Tree Protection Fence (TPF). Before *development*, the *applicant*:

1. Shall place three inches of composted woodchips over the *CRZ* of all retained *trees* to retain moisture, increase organic matter, and visually establish the *CRZ*.
2. Shall erect and maintain readily visible protective tree fencing a minimum of three feet beyond the outer edge of the *CRZ* for all individual *trees*, *groves*, or other designated protected tree areas.
 - a. Fencing shall completely surround the required tree protection area. The *city manager* may allow adjustments to placement of the TPF based on an evaluation of the *tree*, soils, and proposed disturbance.
 - b. Fencing shall be a minimum of four feet high and may be higher if needed to ensure clear visual delineation. Chain-link *fence* or orange plastic *fence* fastened

to steel stakes/posts driven securely into the ground shall be required in order to discourage easy movement.

c. Any deviation from the tree fencing methods listed above must be authorized in writing by the *city manager* in advance.

3. Shall keep the protective fencing in place until the *City* authorizes the removal or issues a final certificate of occupancy, whichever occurs first.

4. Shall ensure that any landscaping done within the root protection zone subsequent to the removal of the *fence* shall not disturb existing *trees* including roots within the *CRZ*.

C. Placing Materials Near *Tree*. During *development*, no individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, may conduct any activity within the TPF of any *tree* designated to remain, except as specified in this section.

D. Attachments to *Trees*. During *development*, no individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, shall attach any object to any *tree* designated for protection.

E. Grade.

1. The grade shall not be filled or cut within the *CRZ* of any *tree* designated to remain without prior review by a *qualified tree protection professional* and advance, written approval from the *city manager*.

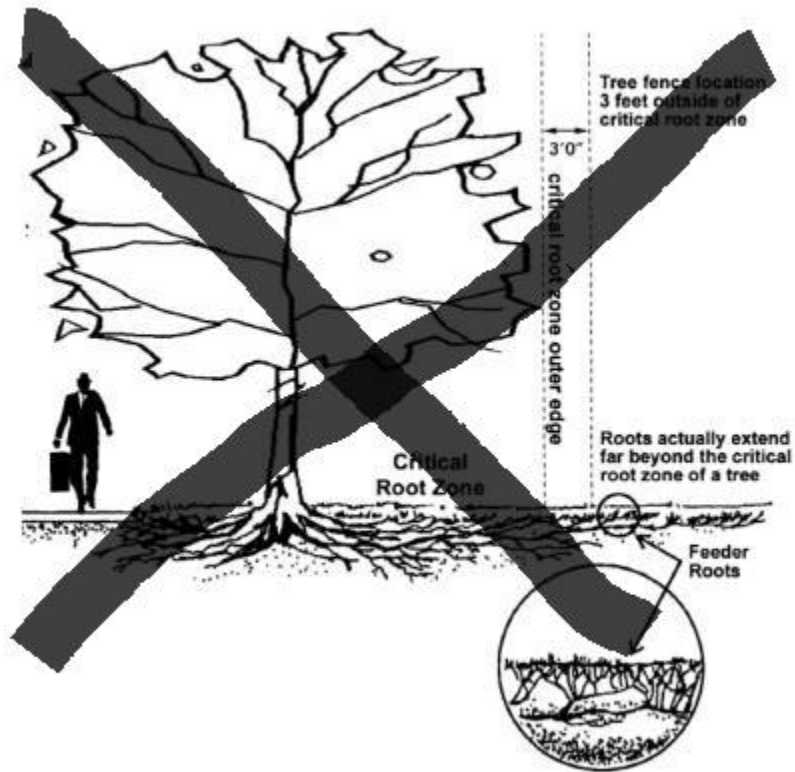
2. The *applicant* shall not install an *impervious surface* within the protective barrier of any *tree* designated to remain without the advance, written authorization of the *city manager*.

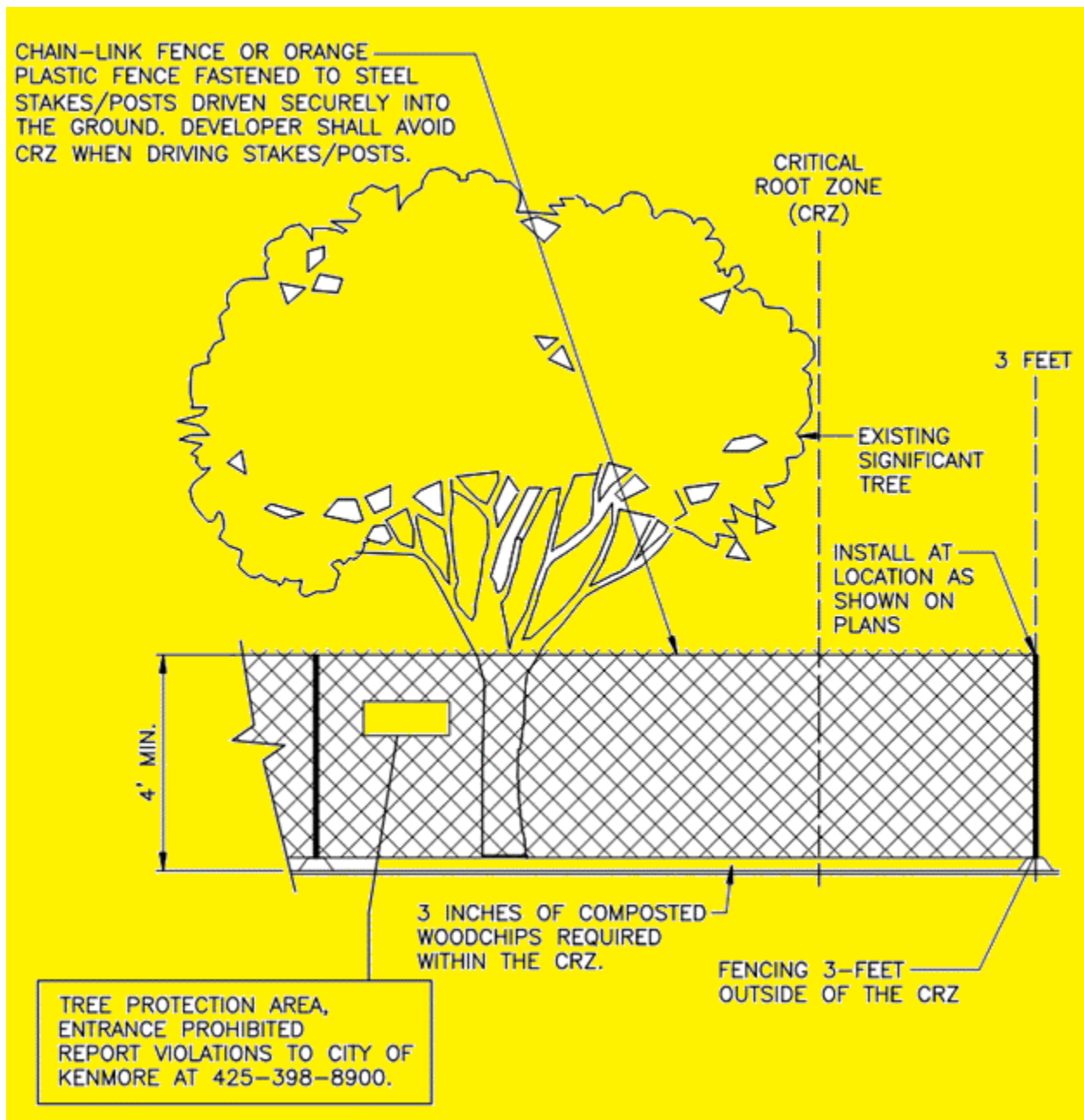
3. To the greatest extent practical, utility trenches shall be located outside of the root protection zone of *trees* to be retained. Boring or tunneling under the *CRZ* may be considered an alternative, but shall require the advance, written approval of the *city manager*.

4. *Trees* and other *vegetation* to be retained shall be protected from *erosion* and sedimentation.

F. Additional Requirements. The *city manager* may require additional tree protection measures which are consistent with accepted urban forestry practices.

Figure 18.57.090A *Critical Root Zone.*





This section shows a cross-section of the typical root zone for a *deciduous tree*. Eighty-five percent of the *tree's* roots are within the top 18 inches of the soil. Roots typically spread up to two times the height of the *tree* and sometimes more. However, the critical mass of roots is usually found within the *critical root zone*. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.100 Post-construction replacement, financial guarantee and maintenance requirements.

A. Replace Damaged, Dead, or Dying *Trees*. Replacement *trees* or *groves* that are damaged or die within a period of three years after planting or transplanting must be replaced in kind at a ratio of one-to-one within six months of the *tree's* death or the date of discovery of the damage. Existing *trees* that are damaged or die within a period of three years after completion of construction activities and as a cause of construction activities as determined by a *qualified tree protection professional* shall be replaced in kind at a ratio of two-to-one within six months of the *tree's* death or date of discovery of the damage.

B. Replacement *Tree* Quality. Replacement *trees* shall conform to the American Standards for Nursery Stock, ANSI.

C. *Tree* Maintenance. All *trees* shall be maintained in accordance with International Society of Arboriculture guidelines and standards.

D. *Financial Guarantee* Required. A *financial guarantee* as defined and regulated under KMC Title [21](#) shall be required as a mechanism to cover any potential cost associated with replacing dead or dying replacement or existing *trees* required to satisfy tree unit requirements per this section.

1. A *financial guarantee* shall be required for all plans requiring 15 or more tree units.

2. Calculation of the amount of the *financial guarantee* shall be computed based upon equivalent tree replacement value for all replacement and existing *trees* on the property as determined by a *qualified tree protection professional* using the most recent edition of the Guide for Plant Appraisal published by the International Society of Arboriculture, in collaboration with the Council of Tree and Landscape Appraisers. Fair market value shall be posted. Fair market value includes the value of the *tree(s)*, installation, and maintenance until establishment that would be required to compensate for the *trees* that could be lost.

3. The *financial guarantee* period for maintenance shall be three years, plus an additional 60 days.

4. Release of *Financial Guarantee*.

a. Upon successful tree replacement and establishment as determined by the written approval of the *City* and consistent with Chapter [21.15](#) KMC, the *financial guarantee* required by this section shall be released.

b. The *City*, in its discretion, may release a *financial guarantee* under this section when fee simple title is transferred. The *City* may condition the release of the existing *financial guarantee* upon establishment of a new *financial guarantee* by

the new owner in fee simple. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

18.57.110 Penalties, enforcement.

A. Civil Penalty. Any violation of any provision of this chapter constitutes a civil violation under Chapter [1.15](#) KMC, and is subject to the enforcement procedures of Chapter [1.20](#) KMC; provided, however, that an individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, who removes any *tree* in violation of this chapter shall be assessed the following civil penalty:

An individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, removing a *tree* in violation of this chapter shall be assessed a monetary penalty of up to \$2,000 per inch in *diameter at breast height* (d.b.h.) of the *tree* removed. For example, the monetary penalty for a 20-inch d.b.h. *tree* removed results in a maximum penalty of \$40,000. In no case shall the penalty be reduced to an amount less than \$500.00 for each violation found committed. The extent of the penalty shall be determined by the *city manager* in consideration of reasonable factors. Monetary penalties shall increase with each violation. The *city manager* is authorized to adopt policies setting forth the reasonable factors for consideration under this subsection. **This section shall not apply to the removal of exceptional trees, which penalties are set forth in KMC 18.57.063.**

B. Criminal Penalty. In addition to or as an alternative to incurring civil liability under this section, an individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, who violates any provisions of this chapter shall be guilty of a misdemeanor and subject to the criminal penalties set forth in Chapter [1.15](#) KMC, and shall be subject to the procedures of the *City's* criminal code, KMC Title [9](#).

C. Separate Offense. Every individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated, violating any provision of this chapter is guilty of a separate offense for each and every day during any portion of which the violation is committed, continued or permitted by any such individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, or agency of any governmental unit, however designated. [Ord. 22-0547 § 4 (Exh. B(II)); Ord. 11-0329 § 3 (Exh. 1).]

EXHIBIT C TO ORD. 23-0593**I. Section 19.25.020 of the Kenmore Municipal Code is amended to read as follows:****19.25.020 Classifications of land use decision processes.**

A. Land use decisions are classified into five types, based on the amount of discretion associated with each decision. Procedures for the five different types are distinguished according to who makes the decision, whether public notice is required, whether a public hearing is required before a decision is made and whether administrative appeals are provided. The types of land use decisions are listed in Exhibit A of this section.

1. Type 1 decisions are made by the *city manager*. Type 1 decisions are nonappealable administrative decisions that require the exercise of little or no administrative discretion. Public notice is not required for Type 1 decisions.
2. Type 2 decisions are made by the *city manager*. Type 2 decisions are discretionary decisions that are subject to administrative appeal.
3. Type 3 decisions are quasi-judicial decisions made by the *hearing examiner* following an open record hearing. Type 3 decisions may be appealed directly to King County superior court, pursuant to Chapter [36.70C](#) RCW, the Land Use Petition Act, based on the record established by the *hearing examiner*.
4. Type 4 decisions are quasi-judicial decisions made by the city council based on the record established by the *hearing examiner*.
5. Type 5 decisions are legislative decisions made by the city council.

B. Except as provided in KMC [16.75.060](#) and [19.35.160](#) or unless otherwise agreed to by the *applicant*, all Type 2, 3 and 4 decisions included in consolidated permit applications that would require more than one type of land use decision process may be processed and decided together, including any administrative appeals, using the highest-numbered land use decision type applicable to the project application. KMC [16.75.060](#) sets out the combined hearing authority for shoreline exemptions, shoreline substantial development permits, shoreline variances, and shoreline conditional use permits.

C. Certain development proposals are subject to additional procedural requirements beyond the standard procedures established in this chapter.

D. Land use permits that are categorically exempt from review under SEPA do not require a threshold determination (determination of nonsignificance (DNS) or determination of significance (DS)). For all other projects, the SEPA review procedures in Chapter [19.35](#) KMC are supplemental to the procedures in this chapter.

Exhibit A

LAND USE DECISION TYPES

TYPE 1 ²	Decision by <i>city manager</i> ; no administrative appeal	Building; demolition; moving; engineering; clearing and grading; sign; change of use and/or classification under KMC Title 15 ; accessory dwelling unit; home occupation; boundary line adjustment; right-of-way; street standards variance; adjustment under Chapter 13.35 KMC; shoreline exemption; temporary use; binding site plan; preliminary subdivision or short subdivision revision if not a substantial change; short plat alteration if not a substantial change; affordable housing project as described in KMC 18.77.060 (A).
TYPE 2	Decision by <i>city manager</i> ; appealable to <i>hearing examiner</i> ; no further administrative appeal ^{1, 5}	Home industry; short subdivision; preliminary short subdivision revision; short plat alteration; zoning variance; conditional use permit; shoreline substantial development permit; shoreline variance; shoreline conditional use permit; site plan review for uses allowed by zone; wireless communication facility minor adjustment under Chapter 18.60 KMC; approval of residential density incentives under KMC 18.80.060 (A)(2) or transfer of development credits under KMC 18.80.090 (A); reuse of public schools; reasonable use exceptions under KMC 18.55.180 ; public agency and utility exceptions under KMC 18.55.160 ; other critical areas exceptions, variances and decisions to require studies or to approve, condition or deny a development proposal based on Chapter 18.55 KMC; <u>variances to exceptional tree regulations as set forth in KMC 18.57.063.</u>

TYPE 3	Recommendation by <i>city manager</i> ; hearing and decision by <i>hearing examiner</i> ; appealable directly to King County superior court, pursuant to Chapter 36.70C RCW, the Land Use Petition Act, on the record	Preliminary subdivision; plat alteration; preliminary subdivision revision; special use; wireless communication facility major adjustment under Chapter 18.60 KMC.
TYPE 4	Recommendation by <i>city manager</i> ; hearing and recommendation by <i>hearing examiner</i> ; decision by city council on the record	Zone <i>reclassification</i> not related to a <i>site-specific comprehensive plan land use map amendment</i> ³ ; shoreline environment redesignation; plat vacation; short plat vacation; site plan review for uses not allowed by zone pursuant to Chapter 18.105 KMC; master plans other than those required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment.
TYPE 5	Hearing and recommendation by planning commission or other city council-appointed advisory body ⁴ ; decision by city council on the record. Appealable to Growth Management Hearings Board pursuant to Chapter 36.70A RCW	<i>Comprehensive plan</i> amendment; <i>development regulation</i> amendment; zoning map amendment related to a <i>site-specific comprehensive plan land use map amendment</i> ; master plans required in order to obtain a <i>comprehensive plan</i> amendment or related zoning map or text amendment pursuant to Chapter 18.120 KMC.

¹ All shoreline permits, including shoreline variances and conditional uses, are appealable to the State Shorelines Hearings Board and not to the *hearing examiner*.

² Type 1 land use decisions that are not categorically exempt from environmental review under Chapter [43.21C](#) RCW (State Environmental Policy Act) shall provide a notice of application per KMC [19.25.060](#) and a notice of decision per KMC [19.25.090](#). The notice of decision may be a copy of the permit.

³ Approvals that are consistent with the *comprehensive plan* may be considered by the city council at any time. Zone *reclassifications* that are not consistent with the *comprehensive plan* land use map require a *site-specific comprehensive plan land use map amendment* and the city council's hearing, and consideration shall be considered a Type 5 land use decision and scheduled with the amendment to the *comprehensive plan* under Chapter [19.20](#) KMC.

⁴ If the proposal is being considered as part of the annual *docket* work program as described in Chapter [19.20](#) KMC. If the proposal is not part of the annual *docket*, the city council conducts the public participation process and makes the decision on the record.

⁵ Decisions on shoreline variance and shoreline conditional use permits require approval by the Department of Ecology.

[Ord. 21-0521 § 3 (Exh. B); Ord. 19-0481 § 2 (Exh. A); Ord. 16-0426 § 8 (Att. F); Ord. 12-0334 § 18; Ord. 11-0329 § 3 (Exh. 1).]

Ordinance No. 23-0593, Exceptional Tree

Final Audit Report

2023-10-20

Created:	2023-10-17
By:	Michelle Kang (mkang@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAas18QKLjnNhDx_ir4q-II1V1Tl1ijomB

"Ordinance No. 23-0593, Exceptional Tree" History

-  Document created by Michelle Kang (mkang@kenmorewa.gov)
2023-10-17 - 7:01:39 PM GMT
-  Document emailed to nherbig@kenmorewa.gov for signature
2023-10-18 - 8:13:56 PM GMT
-  Document emailed to Anastasiya Warhol (awarhol@kenmorewa.gov) for signature
2023-10-18 - 8:13:57 PM GMT
-  Document emailed to Dawn Reitan (dreitan@insleebest.com) for signature
2023-10-18 - 8:13:57 PM GMT
-  Email viewed by Dawn Reitan (dreitan@insleebest.com)
2023-10-18 - 8:14:29 PM GMT
-  Document e-signed by Dawn Reitan (dreitan@insleebest.com)
Signature Date: 2023-10-18 - 8:14:51 PM GMT - Time Source: server
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2023-10-18 - 8:40:15 PM GMT
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Signature Date: 2023-10-18 - 8:40:23 PM GMT - Time Source: server
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2023-10-20 - 3:46:00 PM GMT
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2023-10-20 - 3:46:23 PM GMT
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City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Proposed Resolution No. 24-417, expressing support for King County Fire Protection District No. 16, the “Northshore Fire Department” Fire Levy Rate Ballot Measure, Proposition No. 1 Proposed Council Action/Motion: Adopt Proposed Resolution No. 24-417, expressing support for King County Fire Protection District No. 16, the “Northshore Fire Department” Fire Levy Rate Ballot Measure, Proposition No. 1	For Council Meeting Agenda of: 07/22/2024 Department: City Clerk’s Office Prepared by: Michelle Kang, Deputy City Clerk <table border="0" style="width: 100%;"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;"><u>AW 7/17/24</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>DR 7/17/24</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>MM, 7/17/24</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>RK 7/17/24</u></td></tr> </table> Attachments/Exhibits: 1. Proposed Resolution No. 24-417		<u>Initial & Date</u>	Approved by Department Head:	<u>AW 7/17/24</u>	Approved by City Attorney:	<u>DR 7/17/24</u>	Approved by Finance Director:	<u>MM, 7/17/24</u>	Approved by City Manager:	<u>RK 7/17/24</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>AW 7/17/24</u>										
Approved by City Attorney:	<u>DR 7/17/24</u>										
Approved by Finance Director:	<u>MM, 7/17/24</u>										
Approved by City Manager:	<u>RK 7/17/24</u>										
Summary: At the City Council Regular Meeting of July 15, 2024, Fire Chief Matt Cowan presented to the City Council an update of the Northshore Fire Department, including the upcoming ballot measure: Proposition No. 1, Northshore Fire Department Fire Levy Rate Ballot Measure. Per RCW 42.17A.555(1), members of the public were afforded an approximately equal opportunity for the expression of an opposing view of any ballot proposition. The Council then moved to have Staff to bring a resolution in support of the ballot measure at the next Council meeting, to be held on July 22, 2024. At this meeting, members of the public will be afforded an approximately equal opportunity for the expression of an opposing view of the ballot proposition, per RCW 42.17A.555(1).											

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 24-417**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, EXPRESSING SUPPORT FOR KING COUNTY
FIRE PROTECTION DISTRICT NO. 16, THE “NORTHSHORE
FIRE DEPARTMENT” FIRE LEVY RATE BALLOT MEASURE,
PROPOSITION NO. 1**

WHEREAS, King County Fire Protection District No. 16 (the “Northshore Fire Department”) seeks voter approval of Proposition 1, which Explanatory Statement reads as follows:

King County Fire Protection District No. 16 (the “Northshore Fire Department”) seeks voter approval to restore its fire levy to \$0.70 per \$1,000 of assessed valuation in 2024 (to be collected in 2025), which is an increase of approximately \$0.18 per \$1,000 of assessed valuation. This levy is a major funding source for emergency services provided by Northshore Fire Department. State limitations on funding increases do not allow Northshore Fire Department to keep up with increasing labor and operational costs and planned capital improvement projects. Voter approval of Proposition No. 1 will provide funding for Northshore Fire Department to continue providing fire and emergency medical services at existing levels; and

WHEREAS, the last time that the Northshore Fire Department asked for a fire levy rate increase was 20 years ago, and the proposed ballot measure in August 2024 is to raise the fire levy rate to \$0.70 per \$1,000 of assessed valuation; and

WHEREAS, the Northshore Fire Department has indicated that it would consider reducing the Fire Benefit Charge similar to the increase in the fire levy rate, which the Department has stated may help offset the impact to property owners; and

WHEREAS, RCW 42.17A.555 authorizes the City Council to take action to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the council or members of the public are afforded an approximately equal opportunity for the expression of an opposing view; and

WHEREAS, consistent with the procedural mandates of RCW 42.17A.555, the City Council considered a resolution in support of Proposition 1 at its July 22, 2024, Regular Meeting, and during said meeting, the City Council afforded members of the public and council an approximately equal opportunity for expression of an opposing view on Proposition No. 1.

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

Section 1. The City Council adopts this resolution to express its official support for Proposition No. 1, 2024 Northshore Fire Levy Rate Ballot Measure

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON AT A MEETING THEREOF THIS 22ND DAY OF JULY 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney



City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Human Services Needs Assessment Final Report and 2025-2026 Funding Rate Recommendation

Proposed Council Action/Motion:

Adoption of the Human Services Needs Assessment Final Report

and

Adoption of a \$8.00 per capita Human Services Grant Funding rate for the 2025-2026 Human Services Grant Funding program.

For Council Meeting Agenda of: 07/22/2024

Department: City Manager's Office

Prepared by: Tambi Cork, Housing & Human Services Manager

Initial & Date

Approved by Department Head:

SLL, 7/17/24

Approved by City Attorney:

N/A

Approved by Finance Director:

MM, 7/17/24

Approved by City Manager:

RK, 7/17/24

Attachments/Exhibits:

1. Human Services Needs Assessment Final Report

Information/Background:

The Kenmore City Council approved a plan to address growing Housing and Human Services needs in Kenmore on February 13, 2023. This plan included bringing on a Housing & Human Services Manager position to develop key community partnerships and conduct a Human Services Needs Assessment to lay the groundwork for how the City approaches human services moving forward. In 2024, the City is funding 29 programs at 17 agencies, including homelessness outreach, mental health, and other human services. These funds are allocated from the General Fund at a rate of \$7.53/capita (\$181,370 in 2024) and one-time special projects funding (formerly known as ARPA funding).

Human Services Needs Assessment

The City of Kenmore has been working with Health Management Associates (HMA) to develop the City's first ever Human Services Needs Assessment. At a March 25, 2024 study session with the Kenmore City Council, staff and HMA reviewed the draft guiding principles, key findings and funding priorities. The City provided the community an opportunity to review and comment on the guiding principles, key findings, and funding priorities from March 25, 2024 to June 14, 2024, including a Human Services Workshop held at City Hall on May 6, 2024. The final draft of the report is included as Exhibit 1 for adoption.

Staff are eager to begin strategic planning to address the challenges and gaps identified in the needs assessment. Developing the Human Services Needs Assessment is only the first step; the strategic

planning process will identify activities and programs to achieve the plan's goals and address the community's needs. These activities and programs may require additional staffing, consulting services, budget and community support. Staff anticipate returning in early 2025 to deliver the Human Services Strategic Plan to the City Council.

2025-2026 Human Services Grant Funding Per Capita Recommendation

The City has not updated its per capita rate for human services funding (currently \$7.53 per capita) since 2017. Staff recommend that the Human Services Grant Funding Program per capita rate be increased to \$8.00 per capita for the 2025-2026 biennium and that this rate, including the calculation method, be further evaluated during the development of the strategic plan. In addition, the partnership with King County Regional Homelessness Authority (KCRHA) via the North King County ILA will provide funding to homelessness service providers and shelters, at a minimum rate of \$1.20/capita. KCHRA will be bringing their funding recommendation to the Kenmore City Council in September.

Fiscal Consideration:

Costs for this Human Services Needs Assessment and strategic planning work were included in the Housing and Human Services funding plan adopted by Council in February 2023. Future funding needs for human services will be brought forward during the 2025-2026 biennium budget preparation process and as a part of the four-year strategic plan.

Costs for the Human Services Grant Funding program will be included in the 2025-2026 budget and, as in past years, will be funded by the General Fund. Using the 2024 population, there will be an increase of approximately \$11K from the \$181K 2024 Human Services Grant Program budget.

City Council Priority or Budget Objective Being Addressed:

Priority #1: Increase and preserve the options for affordable housing
 Priority #5: Implement the Diversity, Equity, Including and Accessibility (DEIA) Strategic Plan
 Priority # 7: Support public safety and social justice reform
 Priority #9: Foster community engagement, participation, and fun
 Priority #10: Support the post-pandemic recovery process



Human Services Needs Assessment

JULY 2024

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Introduction

The City of Kenmore partnered with Health Management Associates (HMA) to conduct a human services needs assessment, focused on the current service landscape for Kenmore residents, unmet needs, and barriers to and opportunities for improving access to services. The analysis was conducted over the course of a five-month period in late 2023/early 2024. This assessment included stakeholder engagement through interviews, focus groups, and a community-wide survey. The goal of the assessment was to increase understanding of human services needs and gaps within the City, to inform strategic planning around future approaches, focus areas, and investments. The narrative includes a summary of the background and methodology, survey results, themes from key stakeholders and community members, and recommendations for future strategies.

What are Human Services?

Human services are social and behavioral health services aimed at addressing the safety, well-being, and self-sufficiency of residents across the lifespan, often with specific focus on the needs of vulnerable populations. These programs improve overall quality of life through prevention, intervention, treatment, and recovery services. The City of Kenmore serves as a planner, facilitator, and funder for these support systems that help connect people with resources and solutions during times of need. This includes collaboration with agencies providing support and services for: children and families, older adults, income supports, transportation, aging and disability, housing, food security, homelessness, physical and behavioral health, and positive youth development.

What is a Human Services Needs Assessment?

The Human Services Needs Assessment has gathered input from community members and key stakeholders about human services needs in Kenmore to inform future strategies. Outreach included interviews and focus groups, as well as a community survey. The information gained – drawn from data and lived experience – on the broad spectrum of human service needs and gaps in service are essential to developing human services strategies that are responsive to the needs of all community members. The assessment will also provide a touchstone for monitoring progress towards desired goals and objectives for the City's Human Services team and the community.

Diversity, Equity, Inclusion, and Accessibility Statement

The Kenmore Human Services Needs Assessment and future planning and implementation efforts are rooted in the City of Kenmore's commitment to Diversity, Equity, Inclusion and Accessibility. *The City of Kenmore strives to be an open, inclusive, and welcoming place for all. The City Council and staff are committed to prioritizing diversity, equity, and inclusion and enacting change at the local level.* Housing and Human Services has a dedicated set of deliverables within the Kenmore DIEA Strategic Plan, which are rooted in the priority to advance human services by centering marginalized communities in responding to community needs.

Guiding Principles

The following principles have guided the work of the Human Services Needs Assessment and will be utilized for future strategic planning and implementation of Human Services initiatives.

DEIA Centered: Approach community needs with an awareness of the role of systemic inequities that need to be addressed when moving human services initiatives forward.

Partnership: Maximize and enhance existing collaboration and build new relationships with the individuals, the community, and service providers serving Kenmore to advance human services work.

Community Engagement: Promote a culture of participation in assessment, planning, and implementation of human services initiatives.

Responsibility: Steward funds and resources to maximize effectiveness in addressing most pressing needs.

Transparency and Trust: Build trust with community and partners through honesty, inclusivity, and regular public updates on human services work.

Strengths and Opportunities: Recognize and elevate the existing strengths in the Kenmore community and identify opportunities to address existing gaps.

Short- and Long-Term Focus: Identify both immediate action items and long-term goals.

Community Profile

As of 2023 Census estimates, the City of Kenmore has a population of 23,391. According to the 2022 American Community Survey, nearly three quarters of Kenmore's population identifies as White (71%), 14% identify as Asian, and 10% as two or more races, 2% as Black or African, and less than 1% of the population as American Indian or Alaska Native. Approximately one fifth of Kenmore residents (21%) are under the age of 18 and 16% are 65 or older. Approximately one quarter (26%) of Kenmore residents speak a language other than English at home and 21% are foreign-born (defined by the Census as an individual living in the United States who was not a United States Citizen at birth). Of those who speak a language other than English at home, Asian and Pacific Islander languages (10%) and Spanish (8%) are the most common. The rate of home ownership in the City is 69%. Only 6% of the population moved into their current housing in 2021 or later, compared to 21% for Washington as a whole.

The Northshore School District serves the entire City of Kenmore. According to the Washington Office of the Superintendent of Public Instruction (OSPI), in the 2023-2024 school year, 10% of Northshore students were English Language Learners, nearly 1% (0.8%) were experiencing homelessness, and 15% had an identified disability. Nearly one fifth (19%) of Northshore students qualified for Free and Reduced Price Meals, which OSPI uses as a proxy identifying families with low-income.

Background and Methodology

Overview

HMA, in collaboration with the City of Kenmore Human Services, employed the following mixed method approach to learn about human services access, needs, and gaps for Kenmore residents:

- Gathered input from key stakeholders in the human services ecosystem, including human services providers, schools, law enforcement, and City partners
- Conducted a community survey
- Reviewed regional and county assessments and publicly available data related to human services and other community needs.

Public data reviewed included:

- Census estimates and 2022 American Community Survey data
- Northshore School District's 2023-2024 OSPI report card

- Data from the 2023 Healthy Youth Survey
- 2021 King County Community Transportation Needs Assessment
- 2023 University of Washington Wage Equity for Non-Profit Human Services Workers Report
- 2023 King County Nonprofit Wage and Benefits Survey Report

Stakeholder Interviews and Focus Groups

A diverse set of qualitative data was collected from key human services stakeholders through individual and group interviews. Interviews were semi-structured and guided by a set of questions developed to understand the status of human services access in Kenmore, human services needs, and opportunities for change. The interview guide is included in [Appendix A](#). The list of stakeholders was not intended to be exhaustive, but rather to provide a high-level picture of the needs via input from representative service providers and other key stakeholders.

Additionally, two focus groups were conducted with community members, to deepen understanding of human services needs and barriers for residents in the City of Kenmore. Both focus groups were conducted in person, at Kenmore City Hall and the Kenmore Senior Center. Focus Group participants were offered a \$25 gift card as an acknowledgement of their time and expertise. As in the stakeholder interviews, focus groups were semi-structured and guided by a set of questions developed to understand residents’ experiences accessing human services, including barriers encountered and opportunities for improving service access and quality. The focus group guide is included in [Appendix B](#).

For both stakeholder interviews and focus groups, detailed notes were taken and subsequently reviewed for themes. [Figure 1](#) provides a list of stakeholder interviews and focus groups completed.

The assessment creation, review and final report were further informed by countless meetings and connections with community members, partner organizations and other key stakeholders from May 2023 – June 2024.

During March 2024, City of Kenmore Human Services staff and HMA reviewed and received comment regarding the draft guiding principles, key findings and funding priorities during a study session with the Kenmore City Council. The City provided the community an opportunity to review and comment on the guiding principles, key findings, and funding priorities from March 2024 to June 2024, including a Human Services Workshop in May, and presentations at a City of Kenmore All Staff Meeting, a North Urban Human Services Alliance (NUHSA) Member and Community Partner meeting, and the City’s Diversity, Equity, Inclusion and Accessibility (DEIA) Advisory Committee quarterly meeting.

FIGURE 1. STAKEHOLDER INTERVIEWS AND FOCUS GROUPS

Organization/Focus Area	Type of Engagement
Northshore Schools	Group Interview
Hopelink	Group Interview
North Urban Human Services Alliance (NUHSA) Outreach Leads	Group Interview
Northshore Senior Center	Group Interview
Kenmore Police	Interview

Center for Human Services	Interview
Manufactured Home Community	Focus Group at City Hall
Older Adults	Focus Group at Senior Center

Community Survey

A community survey was developed and administered as part of the needs assessment. The survey was administered online through the Qualtrics platform, with paper copies available by request. The survey is included in [Appendix C](#). Survey participants were recruited through a variety of means, including a press release issued by the City, direct emails to providers, a postcard sent to all residents, and through discussion at stakeholder interviews and community focus groups.

Community Survey Demographics and Findings

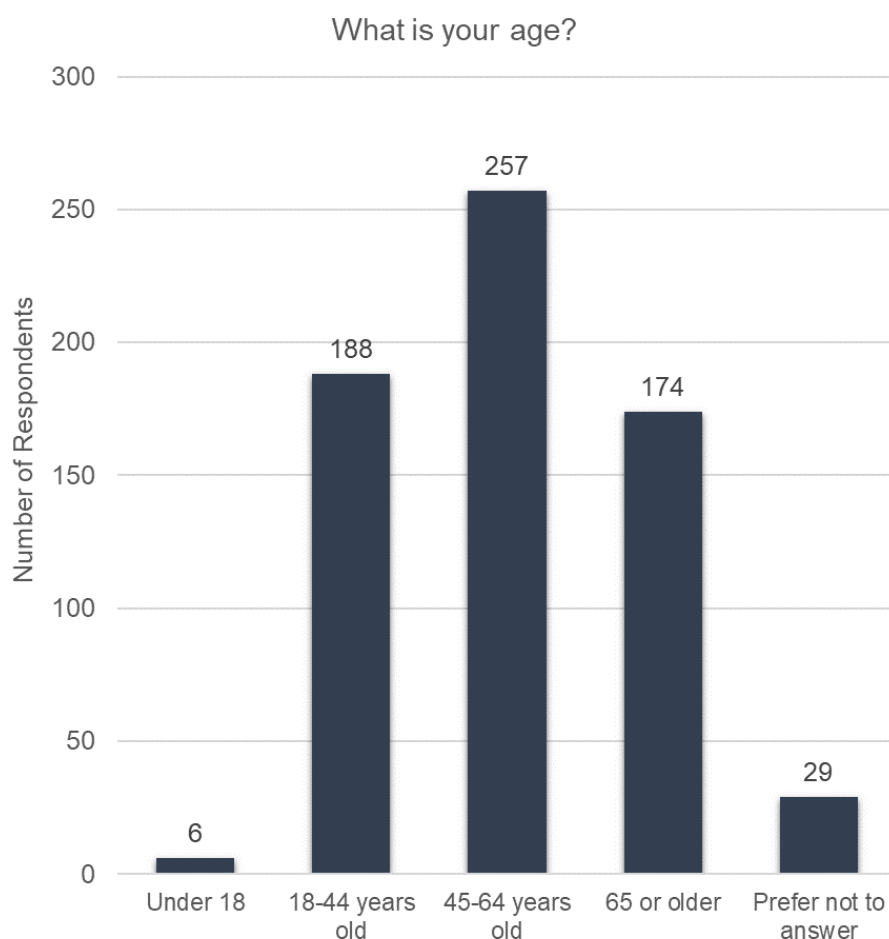
The survey was administered between January 5th and February 2nd of 2024. There were 676 survey respondents. Because survey respondents could skip questions, the total number of responses varies by survey question. Complete survey response tables are presented in [Appendix D](#).

Survey Demographics

Survey demographics were examined in comparison to 2022 demographics from the American Community Survey, to evaluate the representativeness of the survey respondents compared to the broader Kenmore population. **In general, the demographics of the survey respondents were reflective of the City.** Exceptions are described in the demographic comparisons below.

The survey was completed by community members across the age spectrum ([Figure 2](#)). Compared to the demographics of Kenmore, a greater proportion of survey respondents were older adults (27% of survey respondents, compared to 16% of Kenmore residents). Because the survey was not geared towards youth, only six individuals under the age of 18 completed the survey. Focused youth outreach and engagement may be helpful as the City’s human services work moves forward.

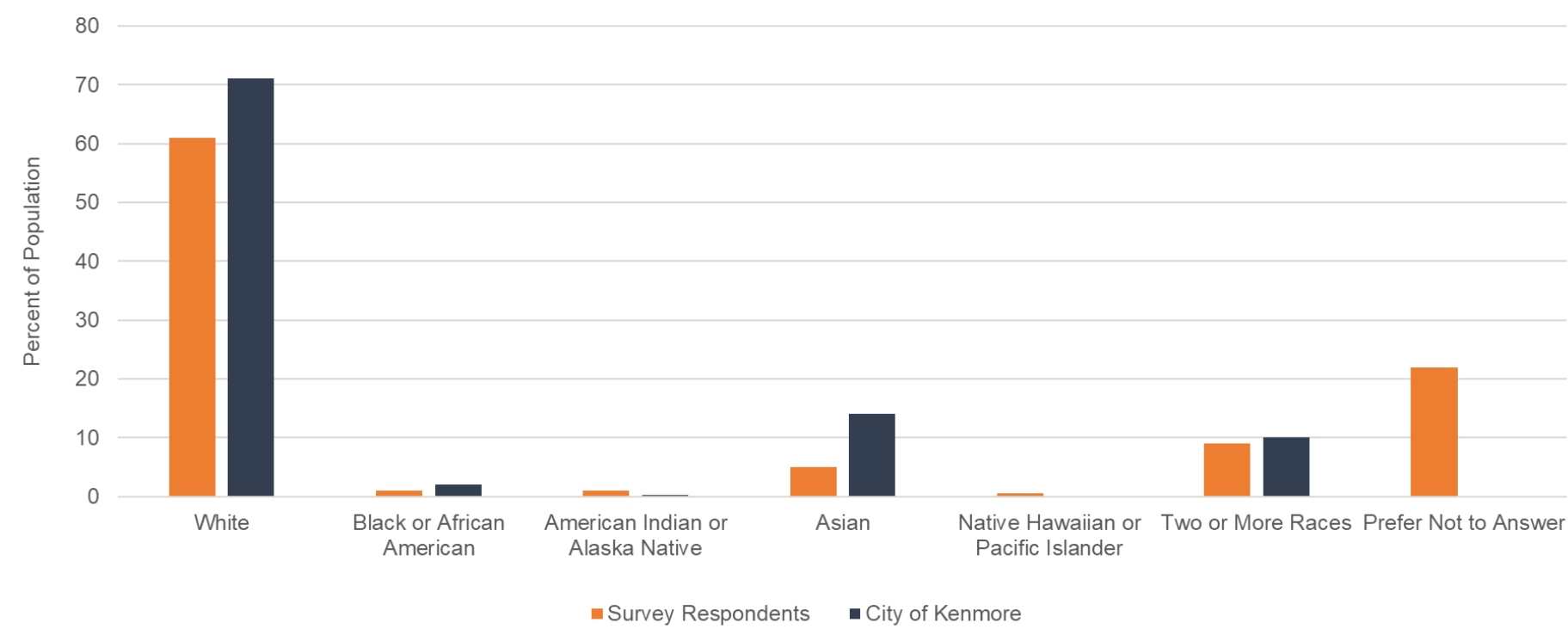
FIGURE 2. AGE OF SURVEY RESPONDENTS



Survey respondents primarily identified as White (61%), reflecting the demographics of the City (in 2022, 71% of Kenmore residents identified as White). Notably, 22% of survey respondents indicated “Prefer not to answer” when asked to identify their race. This percent was relatively consistent across demographic survey questions. This could be due to several factors. One hypothesis is that this may reflect responses from community members who are fearful of providing demographic information due to mistrust of governmental systems based on historical or current trauma and oppression.

A comparison of the race of survey respondents with the population of Kenmore is provided in [Figure 3](#). Of note, Asian community members were underrepresented in the survey data (5% of survey respondents compared to 14% of the Kenmore population). This presents an opportunity for deepening engagement with this community in future efforts.

FIGURE 3. RACE OF SURVEY RESPONDENTS COMPARED TO KENMORE POPULATION



Six percent (6%) of survey respondents reported being of Hispanic, Latino, or Spanish origin, compared to 8% of the Kenmore population. Despite translation being available in multiple languages, the survey had an underrepresentation of individuals who primarily speak a language other than English at home (5% of survey respondents compared to 26% of the Kenmore population). This suggests a significant need for the City to consider alternative strategies for outreach and data gathering with this segment of the Kenmore community.

The survey effectively reached individuals who are living with a disability, as well as those with a family member living with a disability. Fourteen percent (14%) of survey respondents identified as individuals with a disability and 24% identified that they live with someone with a disability.

Income and household size were collected to evaluate the extent to which the survey reached individuals of low- to moderate-income, as this population is likely to have the greatest human services needs. In 2022, Kenmore had a Median Household Income of \$132,191, with 6% of households living in poverty. Amongst survey respondents, 21% had a household income of 80% of the Area Median Income (AMI) or below, while 7% had a household income of 30% of the AMI or below. This provides a good indication that the survey reached individuals of low- to moderate-income in Kenmore. AMI considers both household income and household size and is used as an eligibility marker for a variety of need-based human services.

Human Services Needs and Barriers

Survey respondents had accessed/attempted to access a range of human services (**Figure 4**), with the largest number of respondents having accessed **Support to Address Emotional Needs or Mental Health Counseling** and **Support to Access Medical Care or Medical Insurance**. Survey respondents were asked follow-up questions about each service they had accessed/attempted to access. These follow-up questions focused on whether they knew how to access the service and their perceived ability to access the service in their community or within a reasonable distance. **Figure 5** illustrates responses to the statement “I did not know how to access this service” for each of the service areas queried. These results demonstrate significant gaps with respect to knowledge of how to access services. **For example, 50% of the community members who reported needing support around domestic violence did not know how to access these services.** These gaps present significant challenges for City of Kenmore accessing timely and effective human services supports.

Survey respondents also indicated challenges with accessing services in their community or within a reasonable driving distance (**Figure 6**). Only 17-33% (dependent on service area) of survey respondents who had attempted to access services were able to find them in their community and 14-33% (dependent on service area) were able to access services in a place that they could drive to in a reasonable amount of time. **This suggests significant need with respect to increasing local access to human services for City of Kenmore residents.**

When asked about barriers to accessing services, survey respondents endorsed a variety of challenges (**Figure 7**). When examining survey responses by race/ethnicity, differences emerged with respect to whether barriers had been encountered. Specifically, while 36% of non-Hispanic White respondents reported that they had not experienced barriers to service access, only 8% of individuals in other racial/ethnic groups endorsed this response. **This suggest that BIPOC (Black, Indigenous, People of Color) communities may be encountering barriers to human services more often than non-Hispanic White residents in Kenmore.**

FIGURE 4. SERVICES ACCESSED/ATTEMPTED TO ACCESS BY SURVEY RESPONDENTS

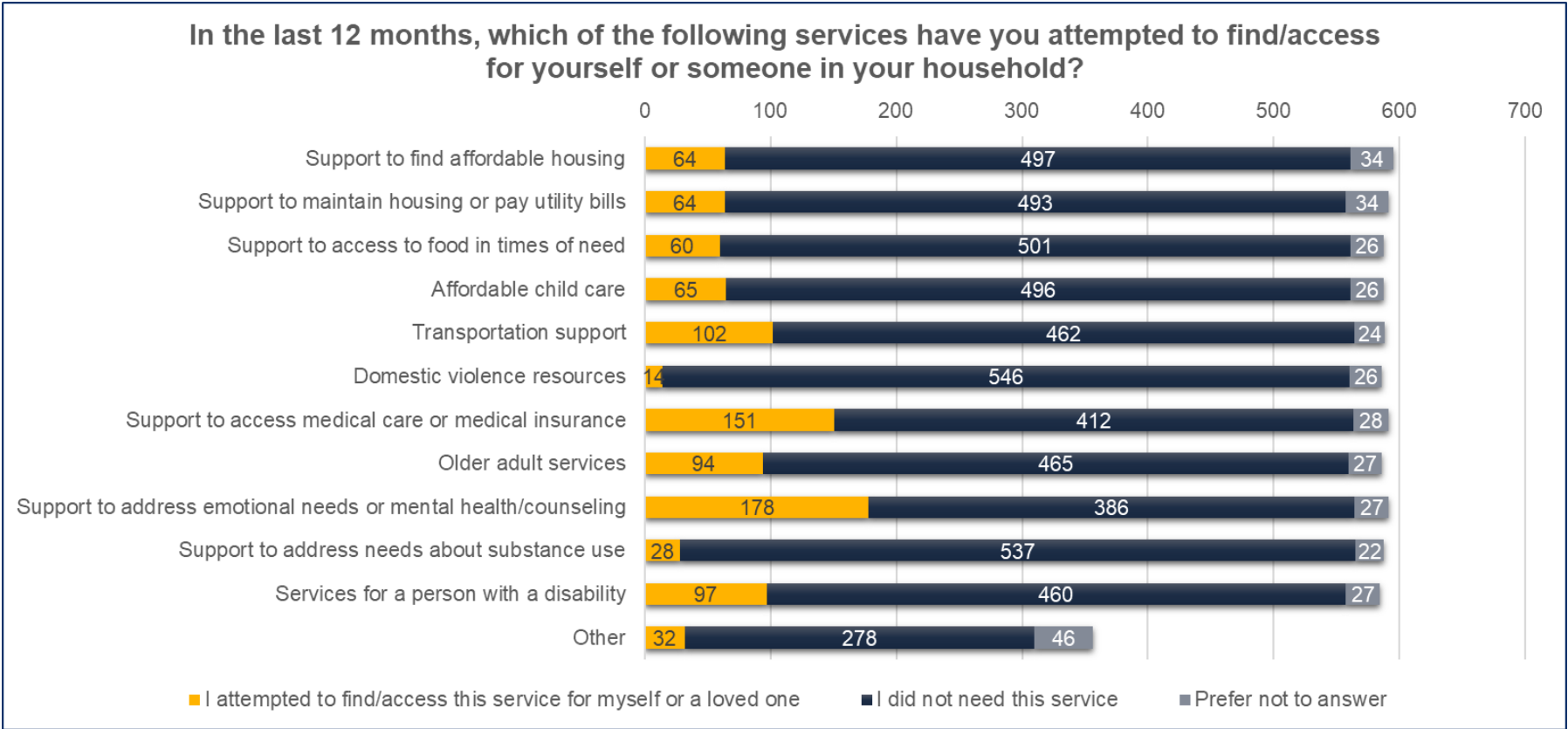


FIGURE 5. SURVEY RESPONSE TO: "I DID NOT KNOW HOW TO ACCESS THIS SERVICE"

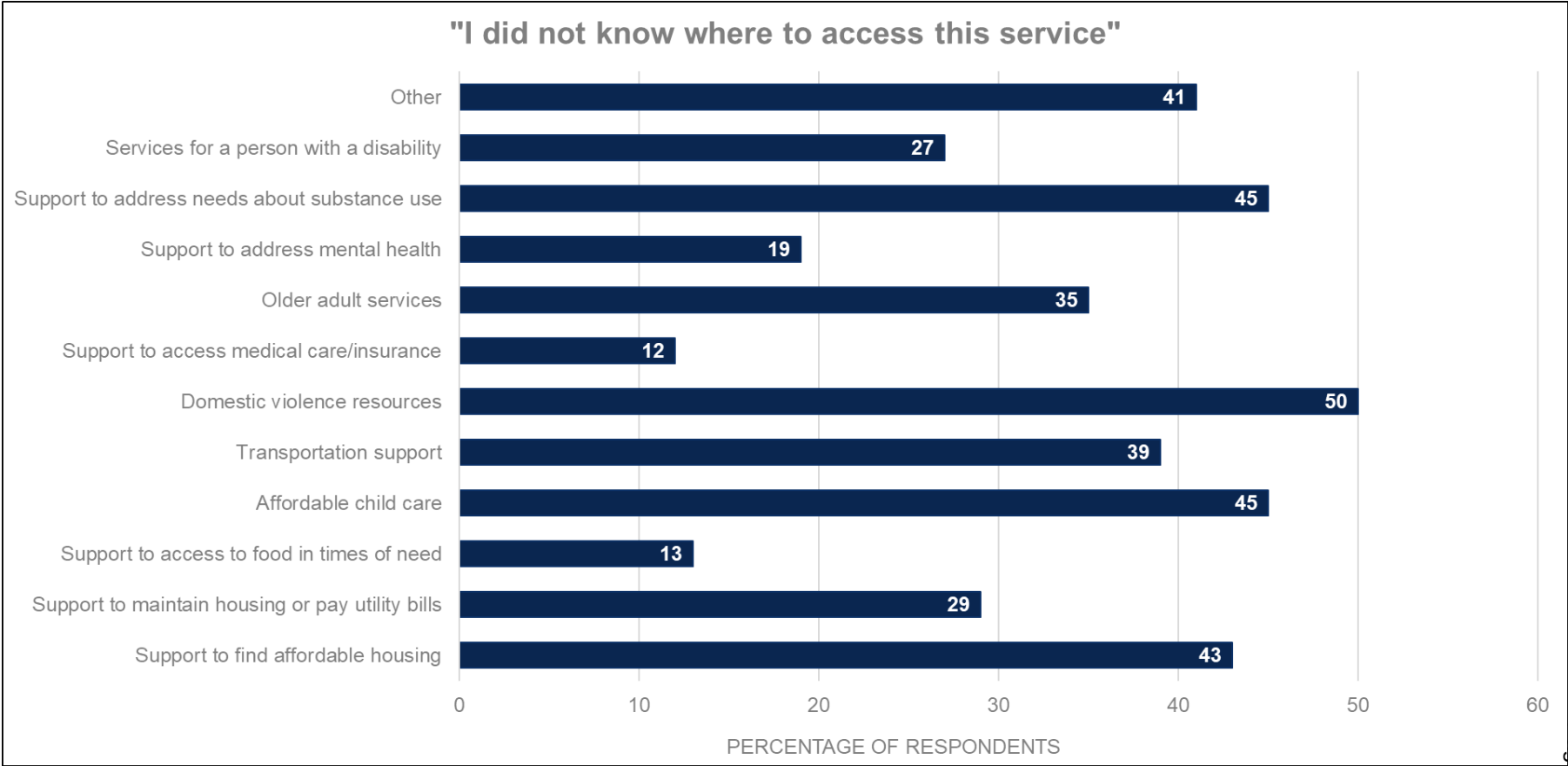


FIGURE 6. SURVEY RESPONDENT ACCESS TO SERVICES

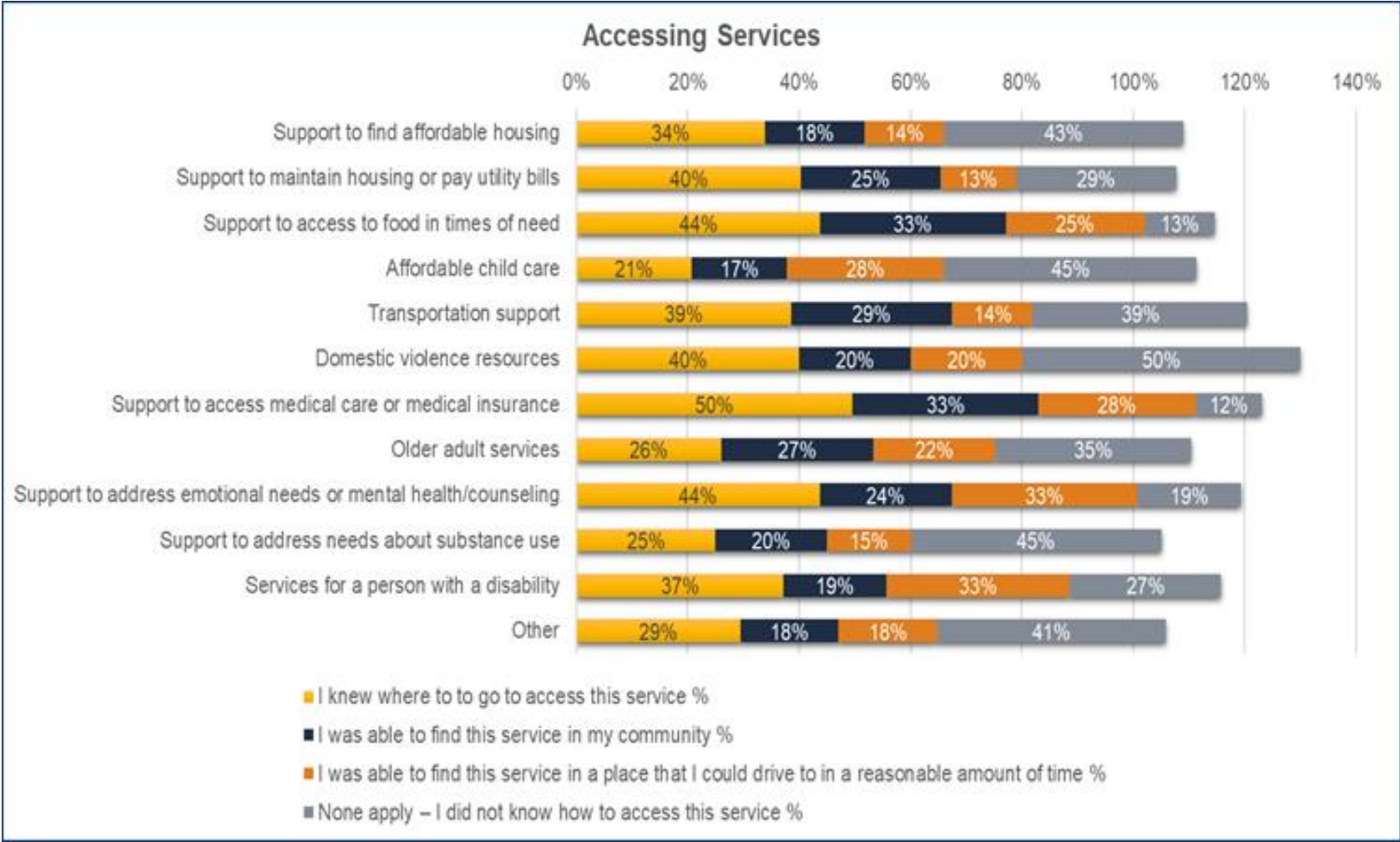


FIGURE 7. SURVEY RESPONSE TO: “DID YOU EXPERIENCE ANY BARRIERS TO ACCESSING HUMAN SERVICES?”

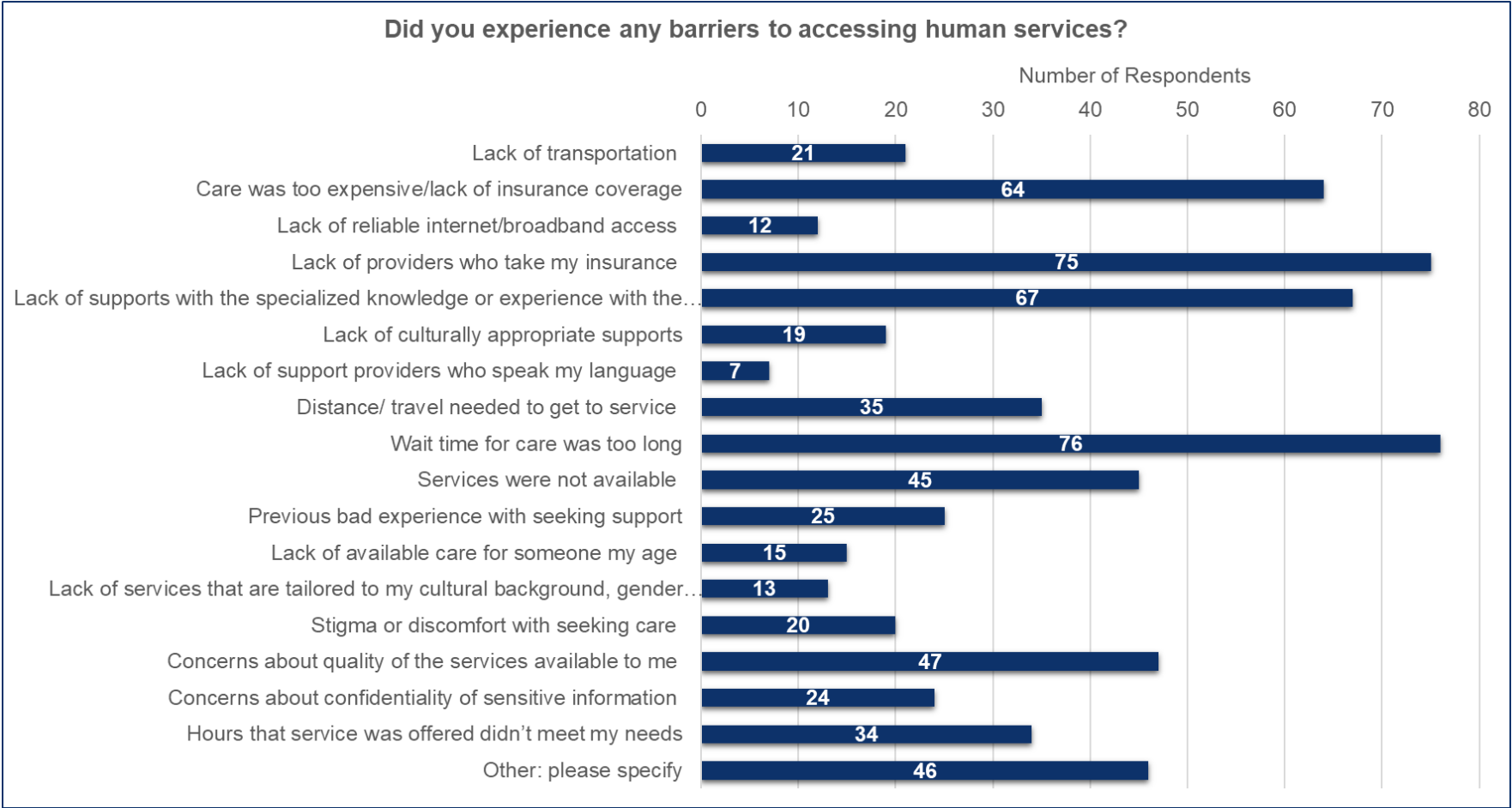
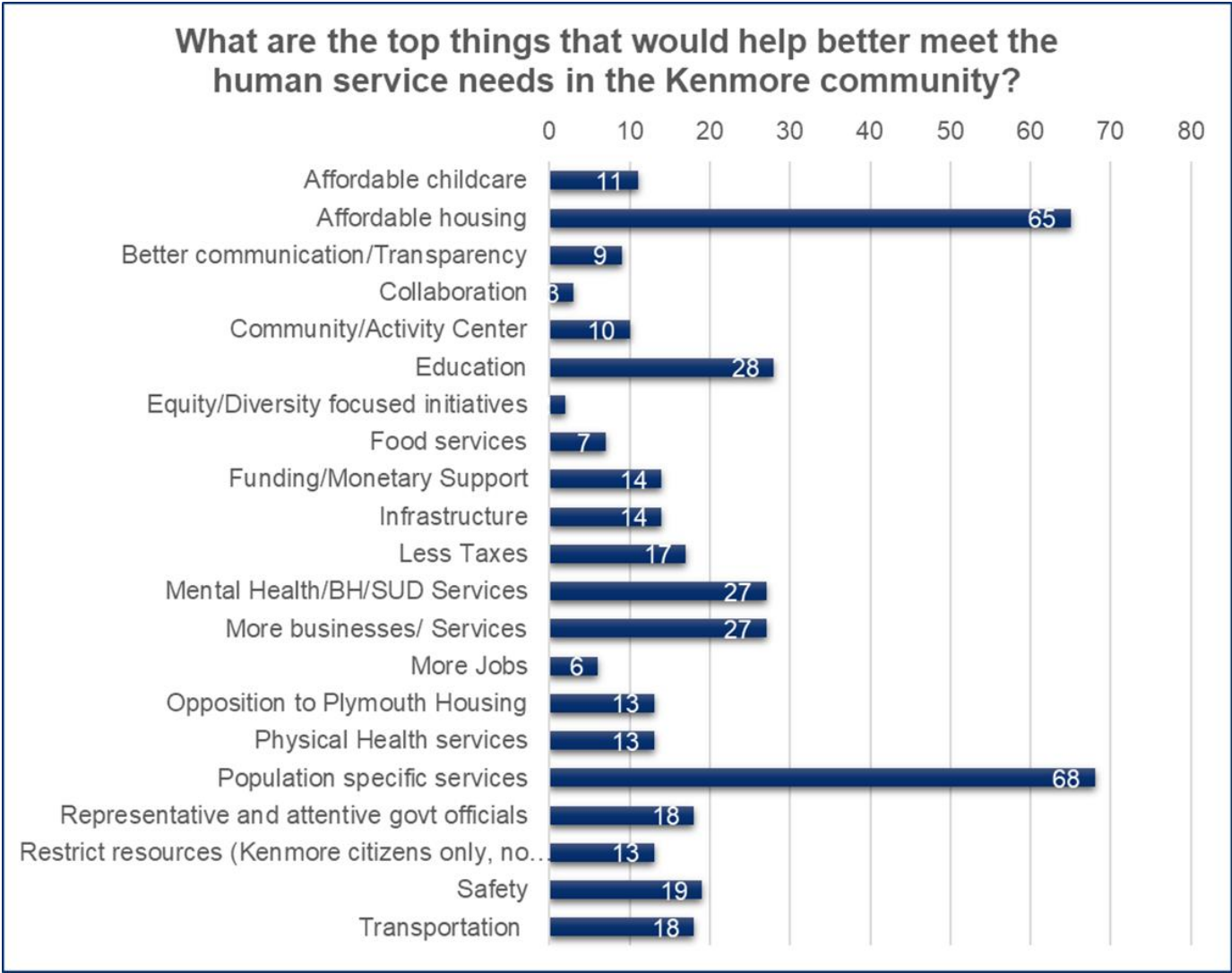


FIGURE 8. COMMUNITY VOICES: “WHAT ARE THE TOP THINGS THAT WOULD HELP BETTER MEET THE HUMAN SERVICE NEEDS IN THE KENMORE COMMUNITY?”



FIGURE 9. CATEGORIZED RESPONSES TO: “WHAT ARE THE TOP THINGS THAT WOULD HELP BETTER MEET THE HUMAN SERVICE NEEDS IN THE KENMORE COMMUNITY?”



Key Findings

When asked about key things that would help to address human services needs in Kenmore, community members expressed diverse perspectives (**Figures 8 and 9**). Qualitative and quantitative survey data were combined with qualitative data from interviews and focus groups and the following key findings were identified.

Resource Knowledge and Navigation

A broad range of stakeholders identified needs related to knowledge of available services and **the need for navigation support to help them access human services**. Specifically, residents highlighted the complexities of finding a service that aligns with their needs and navigating through the steps to access that service. As noted in the survey results above, fewer than half of residents who needed services knew how to access them.

Need for Local Services and Spaces

Additionally, stakeholders emphasized the **need for local services and spaces**. Specifically, residents identified the limited services available within Kenmore and identified struggles with finding resources within their community or a reasonable driving distance. Fewer than one third of survey respondents were able to find needed services within their community or somewhere they could access in a reasonable distance. Additionally, community members and providers identified needs around additional community gathering spaces and spaces for “pop up” or longer-term service provision, for organizations that service Kenmore residents but do not have a physical space within the City.

Affordability

Affordability was highlighted most often as a key factor influencing human services needs in Kenmore. Both residents and stakeholders highlighted the ways that the need for basic needs support increases in parallel with cost-of-living. Additionally, providers emphasized that challenges around affordability make it difficult to hire and retain service providers in Kenmore, as they cannot afford to live within the City.

Challenges with affordability are echoed in publicly available data as well, including housing cost burden, where **nearly 3000 of Kenmore’s approximately 9200 households are paying more than 30% of their income on housing costs and more than 1000 households are paying more than 50% of their income on housing costs**. Nearly 5% of Kenmore’s population are receiving support from the Supplemental Nutrition Assistance Program, and 67% of households living in poverty are not receiving this benefit, which could indicate unmet needs related to food insecurity. Qualitative input from residents suggests that housing costs in Kenmore have a downstream effect on the capacity of residents to meet other basic needs, such as food and medical costs.

FIGURE 10. HOUSING COST BURDEN (AMERICAN COMMUNITY SURVEY, 2018-2022)

	% of Households	# of Households
Housing Cost Burden (more than 30% on housing costs)	31	2867
Severe Housing Cost Burden (more than 50% on housing costs)	12	1066

Limited Transportation Options Create Additional Access Barriers

Transportation also emerged as a key barrier to service access, with residents highlighting the limited options for public transportation in Kenmore. This mirrors findings from the 2021 King County Community Transportation Needs Assessment, which highlighted that residents of the suburban areas of King County lack sufficient access to public transportation within their communities.¹ Relevant to the issue of service resource knowledge and navigation above, the King County Community Transportation Needs Assessment also highlighted the confusion and overwhelm cited by residents with respect to understanding the transportation options available that meet their unique needs and eligibility.

Need for Additional Resources to Support Youth Mental Health

Stakeholders identified the need for additional resources devoted to supporting the mental health of Kenmore Youth. In the 2023 Healthy Youth survey, 11% of 8th graders, 14% of 10th graders, and 16% of 12th graders in the Northshore School District reported seriously considering attempting suicide in the last 12 months. When asked about how often, over the prior 2 weeks, they were bothered by feeling nervous, anxious or on edge, 51% of 8th graders, 62% of 10th graders, and 72% of 12th graders endorsed this feeling several days or more. These numbers are roughly comparable to the state levels for this question (55%, of 8th graders, 62% of 10th graders, 67% of 12th graders), suggesting that the mental health challenges of Kenmore youth mirror trends in the state.

Workforce Challenges

In addition to the workforce challenges created by difficulties with affordability (referenced above), stakeholders working within the human services sector described challenges with staff recruitment and retention that have downstream impacts on service availability. These challenges are reflective of broader workforce trends in the region. A 2022/2023 wage equity analysis completed by the University of Washington demonstrated that employees in the human services sector make approximately 30% less than employees in other fields with comparable skills and responsibilities². In a related analysis, the 2023 King County Nonprofit Wage and Benefits Survey prepared by 501 Commons indicated that 71% of the nonprofit workforce surveyed were considering leaving their current position due to pay.³ These findings

¹ <https://irp-cdn.multiscreensite.com/c86a044e/files/uploaded/KCMC%20Community%20Transportation%20Needs%20Assessment.pdf>

² https://socialwork.uw.edu/sites/default/files/WageEquityStudy_Summary_0_0.pdf

³ <https://www.501commons.org/resources/putting-people-first/2023-nonprofit-wage-benefits-survey-report>

suggest that addressing workforce challenges will be key to sufficient and sustainable access to human services in Kenmore and the region overall.

Key Funding Priorities

Several priorities for human services investment emerged from the findings described above:

- Resource/service navigation, to address barriers around knowledge of available services and complexity of service access
- Housing affordability and prevention of homelessness
- Youth mental health
- Service access and affordability for older adults, including those living in manufactured home communities
- Transportation support

In addition to these funding priorities, input from the needs assessment emphasized the value of focusing human services investments on local nonprofits.

Role of the City

Stakeholders described a range of depth of partnership with the City and expressed a desire for deepening partnership to develop collaborative and innovative strategies to address Kenmore's human services needs. In addition to its role as a funder, stakeholders highlighted other roles of the city with respect to human services:

- Cross-issue/cross-sector convening, to encourage innovative solutions to complex challenges
- Providing community education, to increase awareness and understanding around Kenmore's human services needs

Additionally, stakeholders emphasized the importance of several key values/approaches when designing and implementing initiatives:

- Approaching human services needs with an awareness of the role of systemic inequities that need to be addressed when moving initiatives forward
- Approaching investments with a whole person strategy that incorporates all components residents need for a well-lived life
- Focus on providers doing trauma-informed work

Summary and Next Steps

The goal of this Human Services Needs Assessment was to increase understanding of human services needs and gaps within the City of Kenmore, to inform strategic planning around future approaches, focus areas, and investments. The Guiding Principles, Key Findings and Funding Priorities developed during this assessment provide this foundational background for current City of Kenmore Human Services initiatives. Looking toward the future, the next step for this body of work is the development of the Human Services Strategic Plan and 2025-2026 workplan.

Appendices

Appendix A: Stakeholder Interview Guide

City of Kenmore –Stakeholder Interview Guide

Human Services is defined as the delivery of social services and behavioral health services aimed at addressing safety, well-being and self-sufficiency of residents across the age span and meeting the needs of all residents. These services include but are not limited to: child and family services, income supports, transportation services, aging and disability services, homelessness and housing services, food security, physical and behavioral health services, Positive Youth Development activities including after school time activities and early care and education to name a few.

As you may know the City of Kenmore is beginning an engagement process to complete a human service needs assessment. The assessment will serve as a way for the city to understand residents' experiences with human services and provide a touchstone for monitoring progress towards desired goals and objectives for the City's Human Services team and the community. The City has engaged HMA to work collaboratively with local leaders and partners to complete the assessment in a manner that involves broad stakeholder input.

The goals and objectives identified from this input will serve as the foundation for development of a plan that folds in all key services, public and private provider capabilities, and is responsive to whole family needs across the service continuum.

As part of this process, HMA is interested in hearing from people about current issues, strengths, areas needing improvement and programming in the community created to support people and families who interact with the City of Kenmore Human Services system. We are seeking your input on what is working well and should be preserved, what the challenges are and how they could be addressed, and what your vision is for the system of care for people who interact with the City's Human Services. We believe that you have unique and important perspectives on the human services needs in the community. We value the insights that you will share. We will be taking notes but will not directly quote any individuals in our follow-up summaries without asking your permission first.

1. What currently works well (greatest strengths) with the City's Human Services?
2. What community needs do you see unaddressed or needing improvements from the human services support system?
3. In your role, what do you see as the greatest areas of opportunities for the City's Human Services to improve? What challenges do you see?
4. What trends or demographic shifts do you see that impact individual's economic situations that might lead them to require support? How should the City plan to address changing needs?
5. Does being small (compared to state and county systems) impact the City's ability to assure proper services? What suggestions do you have to overcome those challenges?
Leverage technology to be more efficient (e.g., cameras for school zone and bus lanes)
Need strategies to work smarter not harder, small workforce for a city of its size
Use online reporting in relevant situations (e.g., car prowling with no evidence, fraud)
6. Do you feel Kenmore has access to and utilizes data in a meaningful way that supports policy and decision making?
7. Are you aware of current workforce challenges that are impacting the City's ability to meet community needs?
8. As we complete this needs assessment, how do you view your Department/agency's role in development and in implementation? What would you most like to see the plan human services plan address?
9. Is there anything we should have asked you, but didn't?

Appendix B: Focus Group Guide

Human Services Needs Assessment: Focus Group Guide

Thank you for taking time to talk with us. We are _____ (names) from Health Management Associates. We are working with the City of Kenmore's Human Services team to conduct a needs assessment to learn about human service needs in Kenmore. Human services are support systems that help people through economic and personal crisis and provide people with opportunities to succeed. As part of this assessment, we are doing surveys and focus groups, to hear directly from community members about what is working well and where there are gaps in these supports.

We have talked with people who work in organizations that provide these services to get their thoughts about what is currently available, what services are missing, and what else is needed.

Now we are talking with people like you – community members who may have accessed or needed to access these services – about what you see as unmet human service needs in the community.

We will put all this information together and share it with the City of Kenmore, who will use the information to help inform strategies for improving the well-being of Kenmore residents. None of the comments will be linked to individual participants.

What we are doing today is just having a conversation. We will start with some questions for you. There are no right or wrong answers. The conversation will last about an hour.

I want to make sure everyone knows that their participation is completely voluntary. You do not have to participate. If you decide not to participate, that's fine. Your decision will not affect any services you receive or any other activities you participate in. If you decide to participate, you do not have to answer any questions you don't want to answer. You should also always feel free to stop sharing, leave the room, and take some time to yourself. We want to make sure everyone is comfortable and can do what they need to do to take care of themselves.

Does anyone have any questions?

Questions

- From your perspective, what makes up a healthy community?
- When you think about human service needs in your community, what do you think people most need? Do you think those things are available in your community?
- If you, or someone you know, needed some of these things, do you think they would be able to find them?

- Who or where do you turn to get information about resources available in your community? Where do you get the information you need?
- What barriers might you or someone you know face in accessing human services?
- Have you accessed human services in your community? If so, what has been your experience accessing this support?
- What 1- 2 things would you say would have the MOST positive impact on the City of Kenmore?

Last Question: Is there any question we should have asked and haven't? What do you know that we also need to know?

Appendix C: Community Survey

Community Survey:

City of Kenmore Human Services Needs Assessment

The City of Kenmore has partnered with Health Management Associates (HMA), a national research and consulting firm, to conduct a needs assessment to learn about human service needs in Kenmore. For this survey, we are focusing specifically on residents' access to vital social and human services such as assistance with food, shelter, medical or dental care, counseling, or other services. The questions in this survey are designed to help identify gaps and solutions in the services Kenmore residents are able to access.

Your participation in this survey is voluntary. You may choose to skip any question you prefer not to answer. Names are not collected in this survey, so responses are anonymous.

The survey should take approximately 10 minutes to complete. We appreciate you taking the time to share your expertise, experiences, and ideas with us.

First, it is important that we know a little more about the people who take this survey. We use this data to evaluate and note any gaps that might be specific to age, ethnicity, or other factors.

1. Do you live in Kenmore?
 - ☐ Yes
 - ☐ No
 - ☐ Prefer not to answer
2. What is your age?
 - ☐ Under 18
 - ☐ 18-44 years old
 - ☐ 45-64 years old
 - ☐ 65 or older
 - ☐ Prefer not to answer
 - ☐
3. What is your race/ethnicity
 - ☐ American Indian or Alaska Native
 - ☐ Asian
 - ☐ Black or African American
 - ☐ Native Hawaiian or Other Pacific Islander
 - ☐ White
 - ☐ Other race or more than one race
 - ☐ Prefer not to answer

4. Are you of Hispanic, Latino, or Spanish origin?

- ☐ Yes
- ☐ No
- ☐ Prefer not to answer

5. What is the primary language spoken in your household?

6. Gender identity is how someone feels about their own gender. There are many ways a person can describe their gender identity and many labels a person can use. Which of the following terms best describes your current gender identity?

- ☐ Girl or woman
- ☐ Boy or man
- ☐ Nonbinary, genderfluid, or genderqueer
- ☐ I am not sure or questioning
- ☐ I don't know what this question means
- ☐ Prefer not to answer

7. Sexual orientation is a person's emotional, romantic, and/or sexual attractions to another person. There are many ways a person can describe their sexual orientation and many labels a person can use. Which of these options best describes your sexual orientation?

- ☐ Straight or heterosexual
- ☐ Gay or lesbian
- ☐ Bisexual, pansexual, or queer
- ☐ Asexual
- ☐ I am not sure
- ☐ I don't know what this question means
- ☐ Prefer not to answer

8. Do you have a disability?

- ☐ Yes
- ☐ No
- ☐ Prefer not to answer

9. Is there a person with a disability living in your home?

- ☐ Yes
- ☐ No

- ☐ Prefer not to answer

10. What is your yearly household income?

11. How many individuals live in your household?

Human Services

In answering the questions below, please include both services you attempted to find but were unable to and services you successfully accessed.

In the last 12 months, have you attempted to find/access **support to find affordable housing** for yourself or someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **support to maintain housing or pay utility bills** for yourself or someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.

- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **support access food in times of need** for yourself or someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **affordable child care** for someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **transportation support** for yourself or someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **domestic violence resources** for yourself or someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **support to access medical care or medical insurance** for yourself or a someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.

- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **older adult services** for yourself or someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **support to address emotional needs or mental health/counseling** for yourself or someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **support to address needs about substance use** for yourself or someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **services for a person with a disability** for yourself or someone in your household?

- ☐ I attempted to find/access this service for myself or a loved one
- ☐ I did not need this service
- ☐ Prefer not to answer

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

In the last 12 months, have you attempted to find/access **other human services (please specify in box below)** for yourself or someone in your household?

If YES, please check all that apply:

- ☐ I knew where to go to access this service.
- ☐ I was able to find this service in my community.
- ☐ I was able to find this service in a place that I could drive to in a reasonable amount of time.
- ☐ None of these apply- I did not know how to access this service.

Did you experience any barriers to accessing human services? If so, check all that apply

- ☐ Lack of transportation
- ☐ Care was too expensive/lack of insurance coverage
- ☐ Lack of reliable internet/broadband access
- ☐ Lack of providers who take my insurance

- ☐ Lack of supports with the specialized knowledge or experience with the challenges I was seeking help for
- ☐ Lack of culturally appropriate supports
- ☐ Lack of support providers who speak my language
- ☐ Distance/ travel needed to get to service
- ☐ Wait time for care was too long
- ☐ Services were not available
- ☐ Previous bad experience with seeking support
- ☐ Lack of available care for someone my age
- ☐ Lack of services that are tailored to my cultural background, gender identity, or sexual identity
- ☐ Stigma or discomfort with seeking care
- ☐ Concerns about quality of the services available to me
- ☐ Concerns about confidentiality of sensitive information
- ☐ Hours that service was offered didn't meet my needs
- ☐ Other: please specify

- ☐ Prefer not to answer

What are the top things that would help better meet the human service needs in the Kenmore community?

What is the most useful community support in Kenmore right now? What is so helpful about this service?

Is there anything else about human services for Kenmore residents that you would like us to know?

Thank you for sharing your perspective!

Appendix D: Survey Index

Section 1: Demographics

Q1.1 It is important that we know a little more about the people who take this survey. We use this data to evaluate and note any gaps that might be specific to age, ethnicity, or other factors.

Do you live in Kenmore? *(Multiple choice format, single choice accepted)*

Response Options	Number of Responses	Percentage
☐ Yes	628	97%
☐ No	18	3%
☐ Prefer not to answer	8	1%
Total	654	100%

Q1.2 What is your age? *(Multiple choice format, single choice accepted)*

Response Options	Number of Responses	Percentage
☐ Under 18	6	1%
☐ 18-44 years old	188	29%
☐ 45-64 years old	257	39%
☐ 65 or older	174	27%
☐ Prefer not to answer	29	4%
Total	654	100%

Q1.3 Please choose your race/ethnicity: *(Multiple choice format, single choice accepted)*

Response Options	Number of Responses	Percentage
☐ American Indian or Alaska Native	7	1%
☐ Asian	34	5%
☐ Black or African American	10	2%
☐ Native Hawaiian or Other Pacific Islander	3	0%
☐ White	398	61%
☐ Other race or more than one race	57	9%
☐ Prefer not to answer	141	22%
Total	650	100%

Q1.4 Are you of Hispanic, Latino, or Spanish origin? *(Multiple choice format, single choice accepted)*

Response Options	Number of Responses	Percentage
☐ Yes	36	6%
☐ No	478	74%
☐ Prefer not to answer	129	20%
Total	643	100%

Q1.5 What is the primary language spoken in your household? *(Open-ended format, responses coded into categories)*

Responses	Number of Responses	Percentage
☐ Chinese	1	0.1%
☐ English	578	85.5%
☐ Farsi	1	0.1%
☐ Filipino	1	0.1%
☐ French	3	0.4%
☐ Hebrew	1	0.1%
☐ Mandarin	3	0.4%
☐ Shanghainese	1	0.1%
☐ Spanish	7	1.0%
☐ Vietnamese	2	0.3%
☐ Yiddish	1	0.1%
☐ More than one language	9	1.3%
☐ No answer, or non-codable response	68	10.1%
Total	676	100%

Q1.6 Gender identity is how someone feels about their own gender. There are many ways a person can describe their gender identity and many labels a person can use.

Which of the following terms best describes your current gender identity? *(Multiple choice format, single choice accepted)*

Response Options	Number of Responses	Percentage
☐ Girl or woman	163	25%
☐ Boy or man	360	56%
☐ Nonbinary, genderfluid, or genderqueer	10	2%
☐ I am not sure or questioning	3	0%
☐ I don't know what this question means	11	2%
☐ Prefer not to answer	96	15%
Total	643	100%

Q1.7 Sexual orientation is a person's emotional, romantic, and/or sexual attractions to another person. There are many ways a person can describe their sexual orientation and many labels a person can use.

Which of these options best describes your sexual orientation? *(Multiple choice format, single choice accepted)*

Response Options	Number of Responses	Percentage
☐ Asexual	1	0.2%
☐ Bisexual, pansexual, or queer	25	3.9%
☐ Gay or lesbian	20	3.1%
☐ Straight or heterosexual	463	72.1%
☐ I am not sure	4	0.6%
☐ I don't know what this question means	7	1.1%
☐ Prefer not to answer	122	19.0%
Total	642	100%

Q1.8 Do you have a disability? (Multiple choice format, single choice accepted)

Response Options	Number of Responses	Percentage
☐ Yes	90	14%
☐ No	482	75%
☐ Prefer not to answer	73	11%
Total	676	100%

Q1.9 Is there a person with a disability living in your home? (Multiple choice format, single choice accepted)

Response Options	Number of Responses	Percentage
☐ Yes	155	24%
☐ No	422	66%
☐ Prefer not to answer	64	10%
Total	676	100%

Q1.10 What is your yearly household income? (Open-ended format, responses coded into categories)

Responses	Number of Responses	Percentage
☐ Less than \$25,000	11	2%
☐ \$25,000 to \$49,999	34	5%
☐ \$50,000 to \$99,999	96	14%
☐ \$100,00 to \$150,000	117	17%
☐ More than \$150,000	159	24%
☐ No answer, or non-codable response	259	38%
Total	676	100%

Q1.11 How many individuals live in your household? (*Open-ended format, responses coded into categories*)

Responses	Number of Responses	Percentage
☐ 1	66	10%
☐ 2	243	36%
☐ 3	92	14%
☐ 4	134	20%
☐ 5	32	5%
☐ 6	15	2%
☐ 7	5	1%
☐ 8	0	0%
☐ 9	1	0%
☐ 10	0	0%
☐ More than 10	0	0%
☐ No answer, or non-codable response	88	13%
Total	676	100%

Q1.11.a AMI Calculation

Coded Responses	Number of Responses Closest to Category	Percentage
☐ 30% AMI	45	7%
☐ 80% AMI	96	14%
☐ 100% AMI	275	41%
☐ N/A	260	38%
Total	676	100%

Section 2: Human Services

Q2.1 In the last 12 months, which of the following services have you attempted to find/access for yourself or someone in your household?

Please include both services you attempted to find but were unable to and services you successfully accessed. *(Multiple choice format, single choice accepted per row)*

	I attempted to find/access this service for myself or a loved one		I did not need this service		Prefer not to answer		Total
	Number of Responses	%	Number of Responses	%	Number of Responses	%	
Support to find affordable housing	64	11%	497	84%	34	6%	595
Support to maintain housing or pay utility bills	64	11%	493	83%	34	6%	591
Support to access to food in times of need	60	10%	501	85%	26	4%	587
Affordable child care	65	11%	496	84%	26	4%	587
Transportation support	102	17%	462	79%	24	4%	588
Domestic violence resources	14	2%	546	93%	26	4%	586
Support to access medical care or medical insurance	151	26%	412	70%	28	5%	591
Older adult services	94	16%	465	79%	27	5%	586
Support to address emotional needs or mental health/counseling	178	30%	386	65%	27	5%	591
Support to address needs about substance use	28	5%	537	91%	22	4%	587
Services for a person with a disability	97	17%	460	79%	27	5%	584
Other (please specify)	32	9%	278	78%	46	13%	356

Q2.2 Please answer the following: *(Multiple choice format, multiple choices accepted per row)*

	I knew where to go to access this service		I was able to find this service in my community		I was able to find this service in a place that I could drive to in a reasonable amount of time		None apply – I did not know how to access this service		Total
	Number of Responses	%	Number of Responses	%	Number of Responses	%	Number of Responses	%	
Support to find affordable housing	19	34%	10	18%	8	14%	24	43%	56
Support to maintain housing or pay utility bills	21	40%	13	25%	7	13%	15	29%	52
Support to access to food in times of need	21	44%	16	33%	12	25%	6	13%	48
Affordable child care	11	21%	9	17%	15	28%	24	45%	53
Transportation support	32	39%	24	29%	12	14%	32	39%	83
Domestic violence resources	4	40%	2	20%	2	20%	5	50%	10
Support to access medical care or medical insurance	58	50%	39	33%	33	28%	14	12%	117
Older adult services	20	26%	21	27%	17	22%	27	35%	77
Support to address emotional needs or mental health/counseling	59	44%	32	24%	45	33%	25	19%	135
Support to address needs about substance use	5	25%	4	20%	3	15%	9	45%	20
Services for a person with a disability	26	37%	13	19%	23	33%	19	27%	70
Other (please specify)	5	29%	3	18%	3	18%	7	41%	17

Q2.3 Did you experience any barriers to accessing human services? *(Multiple choice format, multiple choices accepted)*

Response Options	Number of Responses	Percentage
☐ No, I did not experience any barriers	290	59%
☐ Lack of transportation	21	4%
☐ Care was too expensive/lack of insurance coverage	64	13%
☐ Lack of reliable internet/broadband access	12	2%
☐ Lack of providers who take my insurance	75	15%
☐ Lack of supports with the specialized knowledge or experience with the challenges I was seeking help for	67	14%
☐ Lack of culturally appropriate supports	19	4%
☐ Lack of support providers who speak my language	7	1%
☐ Distance/ travel needed to get to service	35	7%
☐ Wait time for care was too long	76	15%
☐ Services were not available	45	9%
☐ Previous bad experience with seeking support	25	5%
☐ Lack of available care for someone my age	15	3%
☐ Lack of services that are tailored to my cultural background, gender identity, or sexual identity	13	3%
☐ Stigma or discomfort with seeking care	20	4%
☐ Concerns about quality of the services available to me	47	10%
☐ Concerns about confidentiality of sensitive information	24	5%
☐ Hours that service was offered didn't meet my needs	34	7%
☐ Other: please specify	46	9%
☐ Prefer not to answer	18	4%
Total	493	N/A

Q2.4 What are the top things that would help better meet the human service needs in the Kenmore community? *(Open-ended format, responses coded into categories)*

Responses	Number of Responses	Percentage
☐ Affordable childcare	11	10%
☐ Affordable housing	65	10%
☐ Better communication/Transparency	9	1%
☐ Collaboration	3	2%
☐ Community/Activity Center	10	3%
☐ Education	28	1%
☐ Equity/Diversity focused initiatives	2	4%
☐ Food services	7	4%
☐ Funding/Monetary Support	14	2%
☐ Infrastructure	14	2%
☐ Less Taxes	17	3%
☐ Mental Health/BH/SUD Services	27	1%
☐ More businesses/ Services	27	0%
☐ More Jobs	6	0%
☐ Opposition to Plymouth Housing	13	2%
☐ Physical Health services	13	3%
☐ Population specific services	68	1%
☐ Representative and attentive govt officials	18	4%
☐ Restrict resources (Kenmore citizens only, no hand-outs, etc.)	13	2%
☐ Safety	19	2%
☐ Transportation	18	3%
☐ No answer, or non-codable response	356	53%
Total	676	100%

Q2.5 What is the most useful community support in Kenmore right now? What is so helpful about this service? (Open-ended format, responses coded into categories)

Responses	Number of Responses	Percentage
☐ Church/religious Institution	6	2%
☐ Citizens	7	3%
☐ City Leadership	10	1%
☐ Community Web Pages (Facebook, BuyNothing, NextDoor, etc.)	18	2%
☐ Evergreen Health	16	3%
☐ First responders	22	4%
☐ Food banks/Food assistance	24	1%
☐ Hangar	14	4%
☐ Infrastructure	9	3%
☐ Library	21	1%
☐ Local businesses	7	3%
☐ Mary's Place	9	1%
☐ Parks	17	2%
☐ Public Transportation	14	1%
☐ Schools	9	1%
☐ Senior Center	27	1%
☐ Specialized services/supports	17	1%
☐ Splashpad	5	1%
☐ YMCA	4	3%
☐ No answer, or non-codable response	471	70%
Total	676	100%

Q2.6 Is there anything else about human services for Kenmore residents that you would like us to know? (Open-ended format, responses coded into categories)

Responses	Number of Responses	Percentage
☐ Affordable/Low Cost Housing Needed	31	10%
☐ Community voice	7	5%
☐ Community Center/Pool	8	2%
☐ Education	19	3%
☐ Financial stewardship and responsibility	14	1%
☐ Locally based resources	22	3%
☐ More services	19	3%
☐ Opposed to Plymouth Housing	66	3%
☐ Police, first responder support	7	1%
☐ Population Specific Services	18	1%
☐ Separation of Human Services and government	6	2%
☐ Tax breaks	4	1%
☐ Transportation/ Parking/ Roads	14	1%
☐ No answer, or non-codable response	488	72%
Total	676	100%

CITY OF KENMORE
City Managers Office

Human Services Needs Assessment Final Report and 2025-2026 Funding Rate Recommendation

July 22, 2024





Agenda

Background

Final Report

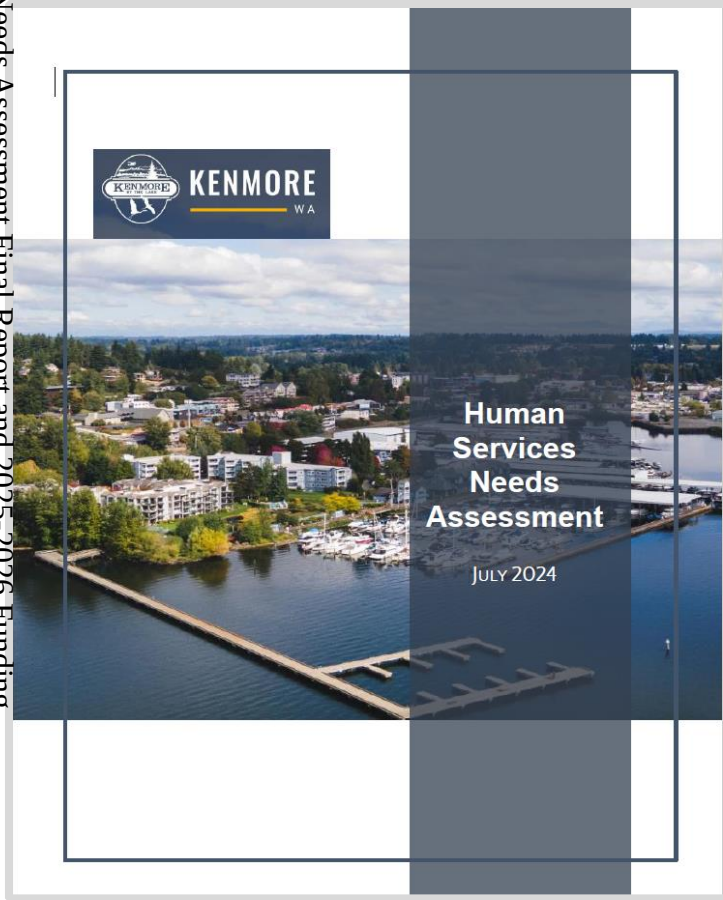
2025-2026 Funding Rate

Next Steps

Education & Outreach



Background & Final Report



- Human Services History
- Human Services Needs Assessment
 - Guiding Principles
 - Key Findings
 - Funding Priorities

Guiding Principles

DEIA Centered

Community needs are approached with an awareness of the role of systemic inequities that need to be addressed when moving human services initiatives forward.

Partnership

Maximize and enhance existing collaboration and build new relationships with the individuals, the community and service providers serving Kenmore to advance human services work

Community Engagement

Promote a culture of participation in assessment, planning and implementation of human services initiatives

Responsibility

Steward funds and resources to maximize effectiveness in addressing most pressing needs

Transparency and Trust

Build trust with community and partners through honesty, inclusivity and regular public updates on human services work

Strengths and Opportunities

Recognize and elevate the existing strengths in the Kenmore community and identify opportunities to address existing gaps

Short- and Long-Term Focus

Identify both immediate action items and long-term goals



Key Findings



RESOURCE
KNOWLEDGE &
NAVIGATION



NEED FOR LOCAL
SERVICES &
SPACES



AFFORDABILITY



TRANSPORTATION



YOUTH MENTAL
HEALTH



WORKFORCE
CHALLENGES

Funding Priorities

Resource / Service Navigation

Housing Affordability and Prevention of Homelessness

Youth Mental Health

Service Access and Affordability for Older Adults

Transportation



Next Steps

Tonight

- Adopt Human Services Needs Assessment Final Report
- Provide Feedback on Short- and Long-Term Action Steps
- Set 2025-2026 Funding Rate for Human Services Grant Program

Short-Term

- Share final report with partners and community
- Human Services Advisory Group – Human Services Grant Program & Strategic Plan
- Education Campaign
- Ongoing Relationship Development

Long-Term

- Develop actionable short- and long-term strategies (Strategic Plan)



Education & Outreach Update



You may be eligible for assistance programs:

King County Property Tax Exemption Program

For low-income seniors and people with disabilities who own property in King County

Puget Sound Energy (PSE) Bill Discount Rate Program

Eligible households can save 5% to 45% on their PSE energy bill. Additional assistance may be available through the Home Energy Lifeline Program (HELP).

Learn more:

kenmorewa.gov/humanservices



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King County Property Tax Exemption Program

For low-income seniors and people with disabilities who own property in King County



Puget Sound Energy (PSE) Bill Discount Rate Program

Eligible households can save 5% to 45% on their PSE energy bill. Additional assistance may be available through the Home Energy Lifeline Program (HELP).



Visit kenmorewa.gov/humanservices or scan the QR code to learn more



988
LÍNEA DE PREVENCIÓN DEL SUICIDIO Y CRISIS

Si tú o alguien que conoces necesita apoyo, llama al **988** (servicio en español) o envía un texto al **988** o chat vía **988lifeline.org** (en inglés).

PEP22-08-03-003

City of Kenmore's Guide to
Human Services



kenmorewa.gov/humanservices





Motions for Consideration

1. Adoption of the Human Services Needs Assessment Final Report
2. Adoption of a \$8.00 per capita Human Services Grant Funding rate for the 2025-2026 Human Services Grant Funding program





City Council Business Agenda Item City of Kenmore, WA

Subject/Topic: Kenmore Purchasing and Contracting Policies and Procedures Discussion Proposed Council Action/Motion: No action needed, for discussion only.	For Council Meeting Agenda of: July 22, 2024 Departments: Public Works Engineering Prepared by: John Vicente, Engineering Director <u>Initial & Date</u> Approved by Department Head: <u>JV 7/2/2024</u> Approved by City Attorney: <u>DR 6/24/2024</u> Approved by Finance Director: <u>MM 7/9/2024</u> Approved by City Manager: <u>RK 7/9/2024</u> Exhibits/Attachments: Attachment A: Draft Resolution 24-415 Attachment B: Policies and Procedures Red lined Attachment C: Policies and Procedures Clean Attachment D: Summary of Changes Made
<u>RECOMMENDATION:</u> No recommendation at this time; seeking discussion and council feedback	
<u>INFORMATION/BACKGROUND:</u> The Purchasing and Contract Policies and Procedures (Purchasing Policies) focuses on how goods, services, and construction may be secured for the City. The Purchasing Policies were first established in 2001 and have since been updated/revised several times over the last several years. The last update was completed in 2017. The Purchasing Policies generally contain the following: • Thresholds for procedures for securing goods/services/contractors • Mechanism to secure those goods/services/contracting • Purchasing thresholds approved for the City Manager to directly secure goods/services/contractors • Define types of purchasing within the City • Establish other guidelines and definitions related to purchasing and contracting Some of the general changes made with the Purchasing Policies were global in nature and meant to improve consistency and organization of the document. In general, those changes consisted of Grammatical corrections/edits, new/revised definitions, and consolidation of services.	

Additional changes were made to meet with current state and federal law, to close gaps in the policies and procedures, and to remove out-of-date information. Attachment D contains a summary of these changes made to each Chapter of the Purchasing Policies. Attachment B shows all changes proposed within the Purchasing Policies in red-lined/strike-through format and Attachment C contains the changes to Purchasing Policies in clean format.

Staff will seek council approval on the resolution at the September 9, 2024 meeting (See Attachment A for a draft version of the proposed resolution).

FISCAL CONSIDERATIONS:

None. Staff and legal review time were spent to work on this update

CITY COUNCIL PRIORITY/BUDGET OBJECTIVE BEING ADDRESSED:

Council Goal 4: Develop and Implement a Diversity, Equity, and Inclusion Policy and Program

The Purchasing Policy supports all aspects of government work including all of the council priorities

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 24- 415**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, ADOPTING UPDATED PURCHASING AND
CONTRACTING POLICIES AND PROCEDURES; REPEALING
RESOLUTION NOS. 01-047 AND 17-303; AND DESIGNATING
MUNICIPAL RESEARCH AND SERVICES CENTER AS KENMORE'S
SMALL WORKS AND CONSULTANT ROSTER.**

WHEREAS, the City of Kenmore (City) adopted purchasing and contracting policies by Resolution 01-047 to ensure efficient and cost-effective procurement of goods and services; and

WHEREAS, the City amended said policies by Resolution 06-114; and

WHEREAS, the City again amended said policies by Resolution 11-190, which also repealed Resolution Nos. 01-147 and 06-114; and

WHEREAS, the City again amended said policies by Resolution 17-303, which also repealed Resolution Nos. 11-190, 15-255, and 17-302; and

WHEREAS, the Legislature adopted Second Substitute Senate Bill 5268 and authorized Municipal Research and Services Center (MRSC) to develop a statewide small works roster; and

WHEREAS, the City Council desires to designate and utilize MRSC as the City's official small works and consultant rosters;

WHEREAS, the City desires to keep its purchasing policies current with changes in state law;

WHEREAS, approval authority levels need to be adjusted to keep pace with inflation.

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

Section 1. Purchasing and Contracting Policies and Procedures. The City Council hereby adopts the City of Kenmore Purchasing and Contracting Policy and Procedures attached hereto as Exhibit "A" and incorporated herein by reference

Section 2. Repealer. Resolution Nos. 01-047 (correcting Resolution 11-190) and 17-303 are hereby repealed.

Section 3. Official Roster. The City Council hereby adopts, designates and authorizes the Municipal Research and Service Center to be the City of Kenmore's official small works and consultant rosters.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON AT A MEETING THEREOF THIS ____ DAY OF _____, 2024.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney

Attachment A

City of Kenmore Purchasing Policies and Procedures

CITY OF KENMORE

*PURCHASING and CONTRACTING
POLICIES and PROCEDURES*

Adopted ~~November 27, 2017~~[XXX](#)

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City of Kenmore Purchasing Policies and Procedures

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City of Kenmore Purchasing Policies and Procedures

I. MISSION, GOALS, POLICY STATEMENT, AND GENERAL GUIDELINES

1. **Mission:** To establish sound purchasing, *procurement*, [personal services/vendor](#) and *public works* ~~construction~~[contracting](#) practices that give the City flexibility allowed under the law while retaining accountability to taxpayers for the responsible expenditure of funds.
2. **Goals:** The City is focused on achieving the following purchasing, *procurement*, [personal services/vendor](#) and *public works* ~~construction~~[contracting](#) goals:
 - Purchase or *procurement* of materials, equipment, supplies, and services in a timely and cost-effective manner, while meeting all legal obligations;
 - Use of *Requests for Proposals* (RFP), invitations to bid (ITB), *Requests for Qualifications* (RFQ) when appropriate to achieve competitive pricing from responsive and responsible vendors and contractors;
 - Utilization of public rosters for small works, limited public works, consulting services, and vendor lists (for purchases not related to *public works*) when appropriate.
 - Fair and transparent contract negotiation, review, and evaluation. ~~OR: The City will reach out to and actively encourage women- and minority-owned businesses to submit bids and proposals.~~
 - [The City shall encourage the participation of minority businesses, women's business enterprises, and labor surplus area firms](#)
3. **Policy Statement:** It is the policy of the City to use consistent procedures for all Departments to purchase or procure goods and services for City operations and construct *public works*. This consistency should facilitate the most efficient and cost-effective manner of purchasing, procuring, and constructing in compliance with applicable laws and regulations, and in accordance with *best practices*. All purchases and *procurement* of materials, equipment, supplies, and services, and all construction of *public works*, are to be made within budgetary limitations and for the purpose of meeting the goals and objectives approved in the City's budget. Purchases, *procurements*, and construction which cause a fund to exceed the budgeted authority shall be pre-authorized by the City Council and formally approved through a budget amendment process. All payments for purchases, *procurements* and *public works* construction made by the City shall be subject to approval by the City Council through the voucher approval process.
4. **City Manager Authority:** The City Manager has the authority to modify this policy ([Administrative Changes](#)) as necessary for the effective and efficient conduct of City business [and to update these policies to be consistent with local, state, and federal law](#), except in matters of increased purchasing ~~limits~~

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City of Kenmore Purchasing Policies and Procedures

~~or limit~~ authority ~~for the City Manager~~ which ~~will~~must be approved by the City Council. All ~~changes~~Administrative Changes to this policy will be distributed to ~~the City Council and Department Directors~~all city employees and filed with the City Clerk.

5. **Local Businesses:** For purchases and *procurements*, the City encourages participation by vendors with business locations within the City and will try to include appropriate City vendor(s) when seeking price quotations for the purchase or *procurement* of goods and services.
6. **Compliance by City Employees:** All employees must follow these Purchasing Policies for purchase and *procurement* of materials, equipment, supplies, and services and construction of *public works*.
7. **Basis:** These Purchasing Policies are based on the Revised Code of Washington (RCW); adopted resolutions and ordinances of the City Council, which may be more restrictive than the RCW; and guidelines from the State Auditor's Office and the Municipal Research and Services Center.
8. **Grant Funds:** If grant funds are involved in the proposed purchase, *procurement* or construction, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than or different from these Purchasing Policies. If federal funds ~~will be expended~~are involved, additional requirements outlined in 2 CFR 200.318 through 2 CFR 200.326 must be complied with, as outlined in these Purchasing Policies under Section V. Federal Procurement Standards/Guidelines.
9. **Solicitations:** Local Agencies must ~~be in compliance~~comply with ~~the LAG manual~~State law and their Title VI Agreement for all advertisements. Specific Title VI language must be included in the advertisement when soliciting for consultant services and construction contractors. See the Washington State Local Agency Guidelines (LAG) manual for Title VI language that must be included in the advertisement. Also see the LAG manual for additional requirements for solicitations involving federal funds.
10. **Right of Way Acquisition Procedures:** City Council adopted Right-of-Way Acquisition Procedures under Resolution No. ~~12-211. Maximum dollar threshold (\$25,000) per acquisition may utilize an Appraisal Waiver process. Full process is described in Exhibit B (attached) and becomes part of this Purchasing Policy (11-2018)-23-404, see Appendix B.~~
11. **Washington State Sales Tax:** Washington State sales tax (WSST) shall be included when defining purchase price, except in the case of *public works* projects, including but not limited to projects located within the right-of-way. According to RCW Chapters 35.22.620 and 35.23.352, the cost of a these types of public works project includes projects should include the costs of

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materials, equipment, supplies, and labor. For the purposes of bid authority and process, WSST need not be included in cost estimates.

12. **Capitalized/*Italicized* Terms:** Capitalized/*italicized* terms in these Purchasing Policies are defined in Section IX.
13. **Delegation of Authority (Designee):** Delegation of authority, where allowed, shall be in writing identifying the person giving the delegation, the person/title authority is being granted to, the level of authority being granted, and an expiration date if applicable. ~~Decontracts~~ Approved delegation of authority is submitted to the Finance Department, City Clerk, and the designee. Any individual granted "acting" status shall have the same authority as the individual granting the "acting" status.
14. **Official Publication:** The City's official publication sites, for the purpose of competitive bid announcements, requests for qualifications, and requests for proposals, are the Seattle Times and the Daily Journal of Commerce.
- Small Works Roster**
- 15.: The City utilizes the Municipal Research and Services Center (MRSC), as its direct negotiation and Small Works roster provider pursuant to RCW 39.04.151(1). The City has established these policies and utilized MRSC to implement the necessary procedures for direct negotiation and Small Works contracting authorized under RCW 35.23.352, RCW 39.04.151, and RCW 39.04.152. MSRC performs all requirements to maintain a small works roster as outlined in RCW 39.04.200.
16. **Consultant Roster:** The City may use the Municipal Research Service Center's (MRSC) roster as its official consultant roster.
17. **Vendor List:** The City may use the MRSC Roster as its vendor list.
18. **Unresponsive Solicitations:** If no responses are received after a formal advertisement or after all qualified vendors/contractors/consultants have been solicited on a roster, the City may readvertise, direct select any firm (regardless of the roster), or the City may perform the work at the Department Manager's choice.
19. **Interagency Contracting:** All contracts with other government agencies may be executed by the City Manager once approved by the City Council.
20. **Artistic Services:** Where the City desires artistic services to be provided by an artist, the approval authority shall be as set forth in "Section VI. Contracts for Consultant, Vendor, and Artist Services".

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II. REGULATIONS AND REFERENCE

A. Code City

The City is a code city under Chapter 35A RCW, with a population exceeding 20,000. As a code city, Kenmore is governed by the following:

(Note: These Purchasing Policies were updated on the revision date noted on the cover. When utilizing these policies and procedures, check amendments to the RCW since that date.)

RCW 35A.40.200 General law relating to public works and contracts: "Every code city shall have the authority to make public improvements and to perform public works under authority provided by general law for any class of city and to make contracts in accordance with procedure and subject to the conditions provided therefor, including but not limited to the provisions of: (1) Chapter [39.04](#) RCW, relating to public works; (2) Chapter RCW [35.23.352](#) relating to construction of public works or improvements, including materials, supplies and equipment; (3) Chapter RCW [9.18.120](#) and [9.18.150](#) relating to suppression of competitive bidding; (4) Chapter [60.28](#) RCW relating to liens for materials and labor performed; (5) Chapter [39.08](#) RCW relating to contractor's bonds; (6) Chapters [39.12](#) and [43.03](#) RCW relating to prevailing wages; (7) Chapter [49.12](#) RCW relating to hours of labor; (8) Chapter [51.12](#) RCW relating to workers' compensation; (9) Chapter [49.60](#) RCW relating to antidiscrimination in employment; (10) Chapter [39.24](#) RCW relating to the use of Washington commodities; and (11) Chapter [39.28](#) RCW relating to *emergency* public works".

B. Code References

RCW 35A.40.210 Public work or improvement -- Procedures – Purchases (attached)

Because the City is a "code city," procedures for public works or improvements are governed by RCW [35.23.352](#).

Because the City is a "code city" with a population of 20,000 or more, procedures for purchases are governed by RCW [35.22.620](#).

RCW 35.22.620 Public works or improvements – Limitations on work by public employees – Small works roster – Purchase of reused or recycled materials or products.

RCW 35.23.352 Public works -Contracts - Bids - Small works roster - Purchasing requirements, recycled or reused materials or products

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RCW 35A.40.200 General law relating to public works and contracts (for code cities)

RCW 39.04 Public Works Complete Chapter headings

RCW 39.04.155 ~~Small~~ 152 Uniform small works roster ~~contract procedures - Limited public provisions - invitations for bids - Retainage, performance bonds, Bid quotations-List of small works process - Definition contracts awarded~~

RCW 39.04.280 Competitive bidding requirements-Exemptions

RCW 39.04.350 Bidder responsibility criteria – Sworn statement – Supplemental criteria

RCW 39.34.030 Joint powers – Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies – joint utilization of architectural or engineering services – Financing of joint projects

WAC 296-127-010 (7)(a)(i-vi and (7)(b)(i-iii) – Definition of public works

III. PURCHASES OF SUPPLIES, MATERIALS, SOFTWARE, AND EQUIPMENT NOT RELATED TO PUBLIC WORKS

A. Approval Authority and Procedure (for Supplies, Materials, Software, and Equipment Not Related to Public Works):**

Dollar Limit	Approval Required	Procedure
Up to \$50	Petty cash custodian	Petty cash system receipt or invoice
\$ > \$50 to < \$25,000	<i>Budget authority AND Dept. Director/</i> <u>City Manager or</u> Designee	Invoice
\$2 > \$5,000 to < \$10 \$50,000	<i>Budget authority AND Department Director/</i> <u>City Manager or</u> Designee	Direct purchase or quotes (<u>verbal* or written</u>) purchase order or contract
\$10,000 to < \$50,000 to \$150,000	<i>Budget authority AND City Manager/</i> <u>or</u> Designee	<u>Solicit</u> 3 quotes (verbal* or written) Purchase order or contract

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<u>>150,000 to \$250,000</u>	<u>City Council</u>	<u>Obtain 3 written quotes and contract</u>
Over \$ 50 <u>250</u> ,000	City Manager AND City Council	Competitive bid <u>Bid Process</u> or competitive negotiation** and contract

***Verbal quotes must be documented in writing**

****Purchases of electronic data processing or telecommunication equipment, software, or services would follow the process the City uses for any other equipment, services, or work, or by using the competitive negotiation process set forth in RCW 39.04.270.**

B. Process:

NOTE: Purchases may not be broken into multiple projects or purchases to avoid compliance with state statutes and these Purchasing Policies.

1. Generally

The City is not required to purchase materials, equipment, and supplies by competitive bidding, and has flexibility in determining how to solicit competition in purchasing materials, equipment, and supplies (See RCW 35A.40.210 and 35.22.620). The City may, but is not required to, use the vendor list process of RCW 39.04.190 to award contracts for the purchases of materials, equipment, and supplies. If the City uses the vendor list process, it must establish vendor lists either by publishing at least twice per year, in a newspaper of general circulation in the City, a notice of the existence of vendor lists and solicit the names of vendors for the lists, or use vendor lists of another agency or nonprofit corporation, such as MRSC. If the City uses a vendor list, the City must secure telephone or written quotations, or both, from at least 3 vendors whenever possible to assure that a competitive price is established and for awarding purchase contracts to the lowest *responsible bidder* as defined in Chapter 39.26 RCW. A bidder is an individual or entity who submits a quotation. RCW 39.26.010. The term "lowest responsible" is not defined in Chapter 39.26 RCW. ~~The~~Except for the competitive bid or competitive negotiation process, the awarded contract does not need to be advertised. ~~Purchases between \$2,000 and less than \$10,000~~

2. Purchases up to \$5,000

Purchases may be made up to \$5,000 by Department Directors or their designees, within budgetary authority and with a supporting invoice; a purchase order is not required.

3. Purchases over \$5,000 and up to \$50,000

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Purchases may be made for ~~\$2000~~over \$5,000 up to \$~~1050~~150,000 by using direct purchase or quotes, using a purchase order or contract to designate what budget ~~authority~~amount is being ~~expended~~encumbered. *Best practice purchasing* applies, meaning that competitive relationships with vendors / suppliers / contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and good service.

2.4. Purchases from \$10over \$50,000 up to and including \$50150,000:

Three or more documented (verbal or written) ~~quotations~~solicitations are required. A purchase order or contract approved by the City Manager or designee is required.

~~NOTE: City Manager may delegate spending authority for dollar amounts~~Purchases over \$150,000 up to and including \$50,000.

3.5. Purchases over \$50250,000:

~~A Competitive~~Three or more documented written quotations are required. The City Manager may execute the contract after City Council has awarded the contract and approved the purchase.

6. Purchases over \$250,000:

The competitive sealed bid process or competitive negotiation process is required resulting in a contract ~~is required~~. The City Manager, Department Director, or designee shall determine the competitive bidding procedure for any particular purchase. The City Manager may execute the contract after the City Council has awarded the bid and approved the purchase. Alternatively, the City may follow the procedures set forth in RCW 39.07.270 for the competitive negotiation process.

7. Purchase Orders:

A purchase order is requested from the Finance Department either through the financial software or a direct request to Finance Department staff. All purchase order requests shall include total dollar amount of purchase and shall include a description of what is being purchased along with order date and expected delivery. Additional information on the purchase may be provided within the purchase order or attached to the purchase order once received. Purchase orders are signed by the individual with the appropriate authority. Once signed, purchase orders shall be forwarded to the Finance Department and to the vendor, if requested.

8. Change Orders:

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Change orders may be approved by the approving authority if the total cost of change orders approved plus the original purchase/contract amount is within that persons authorization limit.

C. Cooperative Purchasing (Piggybacking) under Chapter 39.34 RCW

1. The City may join in cooperative purchasing arrangements with other public agencies for materials, equipment, and supplies by entering into written intergovernmental cooperative purchasing agreements (also known as interlocal agreements) to allow purchases using another agency's purchasing agreements). contract, with the goal of saving time and obtaining better prices and terms. The City Council is must approve the authorizing body for all intergovernmental cooperative purchasing agreements, except the City Manager/Designee agreement by resolution or ordinance before any such agreement may authorize intergovernmental cooperative purchasing agreements within approval limits set by this policy enter into force.

2. Per RCW 39.40.030, interlocal purchasing agreements must contain the following information:

- a. Contract duration
- b. Each agencies name and legal nature of organization (municipality, district, state, etc.)
- c. Purpose of agreement
- d. The manner of financing
- e. Methods to be employed in partial or complete termination of the agreement
- f. Any necessary and proper matters

2.3. When State of Washington contracts are used through the Washington State Office of State Procurement (OSP) there are no additional bidding requirements.

3.4. When the City has entered into an intergovernmental cooperative purchasing agreement, the City may make purchases from the other agency's vendor contract if the vendor has agreed to such participation. A separate contract or purchase order between the City and the vendor is necessary, but no separate bid is required. When purchasing under the other agency's contract, the City is responsible for compliance with statutes (including bid limits) governing purchases by or on behalf of itself. Before making a purchase under such an agreement, the City must ensure that:

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City of Kenmore Purchasing Policies and Procedures

- a. The other agency complied with its own statutory requirements for awarding the bid, *proposal*, or contract. The other agency either i) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or *proposal* solicitations, or ii) provided an access link on the state's web portal to the notice (RCW 39.34.030 (5) (b)); and
- b. The *request for bids* allows for the contract to be used by more than one local government.

D. Leases of Equipment without Option to Purchase

Leases of equipment without an option to purchase are not subject to competitive bid limits and do not need to be competitively bid. Department Directors may negotiate lease agreements for equipment when an outright purchase is not the preferred alternative. All leases shall adhere to the approval authority schedule (dollar amounts equal **total** lease payments.)

E. Annual Renewals

Annual renewals for software, rentals, and any other purchase with an annual renewal option may be renewed at the City Manager/Department Director's discretion. Annual renewals may be assumed as a new "purchase" and the purchasing authority/process requirements apply as if the product were newly purchased unless otherwise approved by council.

E.F. Other Purchases

1. Federal Government – RCW 39.32.070-.090 authorizes cities to enter into contracts with the federal government or any agency thereof to purchase equipment, supplies, materials, or other property (real or personal), without regard to laws requiring advertising, giving of notices, inviting or receiving bids, or requiring the delivery of purchases before payment. ~~To implement this authorization, the City Council must~~The City Council may authorize by ordinance or resolution purchasing from or through the federal government for supplies, materials, electronic data processing and

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telecommunications equipment, software, services and/or equipment without calling for bids. The City Council may designate a City employee to enter a bid on behalf of the City at any sale of equipment, supplies, materials or other property owned by the federal government or any agency thereof, and to make any down payment, or payment in full, required in connection with the bid. No interlocal agreement is necessary.

2. Surplus Property from another government – The City may purchase or lease surplus real or personal property from the State or any local government, the federal government, or federally recognized Indian tribe, on such terms and conditions as may be mutually agreed upon by the two governments (RCW 39.33.010.) TheExcept as otherwise provided for in law, the transfer must be at true and fair value (RCW 43.09.210).

IV. PUBLIC WORKS ~~PROJECTS~~ (RCW 35A.40.210, RCW 35.23.352)

A. Approval Authority:

Dollar Amount	Approval Required
<u>Up \$0</u> to <u>\$2550,000</u>	Department Director <u>/ or</u> Designee
<u>\$500 to \$150,000 and under*</u>	City Manager <u>/ or</u> Designee
Over <u>\$50150,000</u>	City Council

*The City Manager or designee has approval authority up to and including \$50,000, and a Department Director/Designee has approval authority up to \$25,000 unless increased authority is designated by City Manager.

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1. A project cannot be split into phases for the purpose of avoiding minimum dollar restrictions.

B. Bid ~~Process~~:Thresholds (RCW 35.23.352):

Amount*	Bid Process
<u>0 to \$10,000</u>	<u>Direct Negotiation</u>
<u>\$10,000 to < \$40,000 ≤ \$75,500</u> (single craft <u>or trade</u>)	<u>3 verbal (documented) or written quotes (competitive bidding; Direct Negotiation from small works roster process, and limited public works** (competitive bid process not required and optional) or City day labor</u>
<u>\$10,000 to < \$65 ≤ \$150,000 (multi-craft or trade)</u>	<u>3 verbal (documented) or written quotes (competitive bidding; Direct Negotiation from small works roster process, and limited public works** (competitive bid process not required and optional) or City day labor</u>
<u>\$40,000 to < \$300,000 (single craft)</u>	<u>At least 5 competitive written quotes (competitive bidding or small works roster process required); contract</u>
<u>\$65 > \$75,500 to \$350,000 (single craft)</u> <u>> \$150,000 to < \$300 ≤ \$350,000 (multi-craft)</u>	<u>At least 5 competitive written quotes (competitive bidding or small works Small Works roster process required);** or formal bid process: contract</u>
<u>\$300 > \$350,000 +</u>	<u>Formal competitive bidding: Advertising, sealed bids, public bid opening process:</u>

* Estimate does not include sales tax

** See requirements for small works roster in Section D below

1. The term "Public Works" is defined in Section IX.
2. To determine if a *public works* project must be competitively bid based on bid limit dollar amounts, the total cost of each project or purchase must be estimated using the costs of materials, equipment, supplies, and labor. This estimate ~~need~~does not include Washington State sales tax (WSST).
3. The City may use employees to construct *public works* projects by contract or day labor without calling for bids whenever the estimated

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cost of the *public works*, including the cost of materials, equipment, supplies, and labor does not exceed \$~~40,000~~75,500 for a *single craft* or trade or \$~~65~~150,000 for multiple crafts or trades (RCW 35.23.352). If the *public works* project exceeds these amounts, but is \$~~300~~350,000 or less, the City may use the *small works roster process* of RCW 39.04.~~155 (attached) (RCW 35A.40.210 and 35.23.352)~~152. The City cannot divide the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project (RCW 35.23.352).

- ~~1. Projects over \$300,000 must be competitively bid per RCW 35A.40.210, 35.23.352, and 39.04.155.~~
4. Pursuant to RCW 35.23.352(1), the City may have its own regularly employed personnel perform work which is an accepted industry practice under prudent utility management without a contract. For purposes of this section, "prudent utility management" means performing work with regularly employed personnel utilizing material of a worth not exceeding \$300,000 in value without a contract. This limit on value of material being utilized in work being performed by regularly employed personnel shall not include the value of individual items of equipment. For purposes of this section, "equipment" includes, but is not limited to, conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications and may also include surface water utilities.
5. Public Works over \$350,000 must utilize the formal bid process per RCW 35A.40.210, 35.23.352. The formal bid process shall be consistent with RCW 35.23.352, including, but not limited to:
 - a. Proper notice;
 - b. Bid requirements and deadline for bid submittal (at least 13 days after the last date of publication); and
 - c. Bid proposal deposit in amount not less than 5% of bid amount;
- ~~4.6. A project cannot be split into phases for the purpose of avoiding minimum dollar restrictions for the small works roster process or limited public works process (RCW 39.04.155(4)).~~
- ~~5.7. RCW 47.24.050 and 35.77.020 govern construction or repairs of streets or bridges. These statutes authorize the City Council by resolution or ordinance to contract with King County for repair or construction of any or all the City's streets, sidewalks, traffic control devices, drainage systems or bridges. No bidding requirements apply to such projects.~~

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~~6.8.~~ For all public works contracts, bidders must be *Responsible Bidders*.

~~7.9.~~ Note: RCW 39.34.280 authorizes the City to waive the competitive bidding process for the reasons stated in Section VI.F.

C. On-Call and Ongoing Unit Priced Contracts ~~for (Repair and Maintenance):~~

Amount*	Process
<u>Up to \$10,000</u>	<u>Direct Negotiation</u>
<u>\$10,000 to < \$40,000 ≤ \$75,500 (single craft)</u> <u>≤ \$150,000 (multi craft)</u>	<u>2-3 verbal or written quotes* (competitive bidding, small works roster process, and limited public works process not required and optional) Competitive bid process per RCW 35.23.352(13)</u>
<u>\$10 > \$150,000 to < \$65,000 ≤ \$350,000 (multi-craft)</u>	<u>2-3 verbal or written quotes* (competitive bidding, small works roster Small Works bid process, and limited public works per RCW 35.23.352 (formal bid process is acceptable but not required and optional); contract</u>

* May further negotiate terms and scope with low bidder (see C.2. below)

On-call* Estimate does not include sales tax** See requirements for small works roster in Section D below

1. The City shall follow RCW 35.23.352(13) (as noted in RCW 35A.40.210) for unit priced contracts and ongoing (all referred to as "on-call" contracts).

1.2. Unit priced contracts are considered a "public work" as described above. They are bid and awarded without a specific public works project or scope of work in mind, but rather are categorized around general types of anticipated work or trades. Most typically, these types of contracts are used for repair, renovation, and maintenance of City facilities. When a specific scope of work is identified, individual work orders are authorized based on either a "not-to-exceed" time and materials basis or a negotiated lump sum amount, using unit prices bid by the contractor.

2. On call contracts should be used only for contracts where the estimated amount of work will be \$65,000 or less where more than one craft or trade is involved, and will be \$40,000 or less where a single

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~~craft or trade is involved or where the project involves street signalization or street lighting.~~

3. Invitations for unit priced bids shall include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, and specify how the city will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. Contracts must be awarded to the lowest responsible bidder as per RCW 39.04.010. Whenever possible, the city must invite at least one proposal from a certified minority or woman contractor pursuant to under RCW35.23.352.

3.4. During a contract there may be occasions when the original unit/lump sum bid items will not cover work to be accomplished. In such situations, new line items may be added by change orders or the work may be accomplished under a time and materials work order, provided the total unit priced contract amount in the above table is not exceeded.

4.5. Multi-year contracts and contract extensions for on-call unit priced contracts will be limited to a maximum of 3 years with the option to extend for an additional 1-year.

D. Small Works Roster Solicitation (RCW 39.04.152):

~~The City or another city or nonprofit corporation with whom the City contracts shall maintain the small works roster. The City currently uses the MRSC small works roster.~~

<u>Amount*</u>	<u>Bid Process</u>
<u>≤\$75,500 (single craft)</u> <u>≤\$150,000 (multi craft)</u>	<u>Direct negotiations from the Small Works roster; contract (see Section D2 for conditions)</u>
<u>\$150,000 to \$350,000</u>	<u>Small Works roster process; contract (formal bid process is acceptable but not required)</u>
<u>>\$350,000</u>	<u>Formal bid process, see Section B;</u>

* Estimate does not include sales tax

1. ~~Small Works Roster Process~~—Generally

Department Directors or designees, and the City Manager or designee, may use the *small works roster* process of RCW 39.04.~~155~~152 for public works projects with an estimated cost of ~~\$300~~350,000 or less. In using the *Small Work Roster*~~roster~~ process at RCW 39.04.~~155~~152,

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the Department Directors or designees shall secure telephone, written, or electronic quotations from contractors on the appropriate *small works roster* to assure that competitive prices are established and to award contracts to the lowest *Responsible Bidders*. The invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. Detailed plans and specifications need not be included in the invitation. Quotations may be invited from all contractors on the appropriate small works roster, but quotations also may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. Whenever possible, the City shall invite at least one quotation from a minority or woman contractor who shall otherwise qualify (RCW 35.23.352). If the estimated cost is from \$150,000 to \$300,000, the process of Subsection 2 below must be followed. The Department Director or designee may at their discretion, invite/accept quotations from all contractors on any category on the small works roster that have indicated an interest in performing work in the applicable geographic area and have demonstrated that they can perform the work.

Whenever possible, the City shall invite at least one proposal from a certified minority or woman contractor pursuant to RCW 35.23.352(4).

2. Small Works Roster Process- Direct Contracting – Less than \$150,000 (RCW 39.04.152). RCW 39.04.152(4)(b) provides that local governments are encouraged and authorized to direct contract with small businesses, before contracting with other contractors on the appropriate small works roster without a competitive process pursuant to the following the procedures:

- i) If there are 6 or more contractors meeting the definition of small business on the applicable roster, the City must direct contract with one of those small businesses on the applicable roster that have indicated interest in performing work in the applicable geographical area.
- ii) If the City utilizes such direct contracting (per RCW 39.04.152(4)(b)(i)), then it must rotate through the contractors on the appropriate small works roster and must, when qualified contractors are available from the roster who may perform the work or deliver services within the budget described in the notice or request for proposals, and utilize different contractors on different

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projects. Businesses shall not be singled out for repeated contracting without showing documented attempts to contract with other businesses. This documentation shall be maintained in centralized file.

- iii) If there are 5 or less contractors meeting the definition of *small business* on the applicable roster, the City may direct contract with any contractor on the applicable roster.
- iv) *Small businesses*, minority, women, or veteran owned businesses must be notified on the applicable roster when direct contracting is utilized.
- v) A small, minority, women, and veteran-owned business utilization plan must be established.
- vi) If the City elects not to use the direct contracting process identified herein then it may not use direct contracting and must invite bids and electronically notify all contractors on the applicable roster that have indicated interest in performing work in the applicable geographical area.

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3. Small Works Roster Process--\$150,000 through \$350,000

If the estimated cost of the work is from \$150,000 to \$350,000, the City will invite bids notifying all contractors on the applicable *small works roster* that have indicated interest in performing work in the applicable geographical area.

1. ~~Small Works Roster Process--\$150,000 through \$300,000~~

Where the estimated cost is from \$150,000 to \$300,000, and the Department Directors or designees elect to solicit quotations from less than all contractors on the appropriate *small works roster*, the Department Directors or designees must notify the remaining contractors on the appropriate *small works roster* that quotations on the work are being sought. The Department Directors or designees may elect one of the following methods of providing notice: i) publishing notice in the City's newspaper; ii) mailing notice to these contractors; or iii) sending notice to these contractors by facsimile or other electronic means.

2. ~~Limited Public Works Process--Less than \$35,000~~

Department Directors or designees, and the City Manager or designee, may use the limited public works process set forth in RCW 39.04.155(3), where the estimated is less than \$35,000. In this process:

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The Department Directors or designees must solicit electronic or written quotations from a minimum of three contractors from the appropriate *small works roster* and shall award the contract to the lowest *Responsible Bidder*.

- ~~After contract award, the quotations must be open to public inspection and available by electronic request.~~
- ~~The Department Directors and designees must attempt to distribute opportunities for these limited public works projects equitably among contractors willing to perform in the general geographic area of the City.~~
- ~~The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.~~
- ~~The Department Director or designee may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW, with the consequences and rights described in RCW 39.04.155(3).~~
- ~~This limited public works process can be used to solicit and award small works roster contracts only for small businesses that are registered contractors with gross revenues under \$1,000,000 annually as reported on their federal tax return.~~

2.4. Projects \$~~300~~350,000 and over

~~For p~~Public works projects estimated to cost over \$~~300~~350,000 must use a formal, competitive, sealed bids bid process, as noted in Section B above, ~~are required~~ pursuant to RCW 35A.40.210 and 35.23.~~620~~352.

E. Competitive Bidding ExemptionsExceptions (Purchases and Public Works):

1. Competitive bidding requirements for purchases and *public works* may be waived as authorized in RCW 39.04.280 for:
 - a. Purchases that are clearly and legitimately limited to a single source of supply;
 - b. Purchases involving special facilities or market conditions;
 - c. Purchases in the event of an *Emergency* (see below);
 - d. Purchases of insurance or bonds; and
 - e. *Public works* in the event of an *Emergency*.
2. If a Department Director or designee desires to waive the competitive bidding requirements for a purchase, the Department Director or designee shall submit a request to the Finance Director or the City

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Manager, who, after consultation with the City Attorney, if determined to be necessary by the Finance Director or City Manager, will determine whether the waiver should be utilized. Immediately after award of a contract, the contract and the factual basis for the waiver must be recorded and open to public inspection.

3. If an *Emergency* exists in the opinion of a Department Director or designee, the ~~Department Director~~City Manager or designee may declare an *Emergency*, waive competitive bidding requirements for the public work due to the *Emergency*, and award all necessary contracts to address the *Emergency*. Thereafter, the Department Director or designee must enter a written finding of the ~~existence of~~factual basis for the *Emergency* and enter it of record no later than two weeks following award of the contract ~~or contracts.~~(s).

4. Auctions: Per RCW 39.30.045, the City may purchase any supplies, materials, or equipment at auctions conducted by the government of the United States or any agency thereof, any agency of the state of Washington, any municipality or other government agency, or any private party without being subject to public bidding requirements if the items to be purchased can be obtained at a competitive price. This authority also allows a city to make a purchase on an internet-based auction service, such as eBay, as well as through more traditional, in-person auctions as long as it is not a fixed-price marketplace.

F. Interlocal Agreements:

The City may join in cooperative arrangements with other public agencies by entering into written intergovernmental cooperative agreements (also known as interlocal agreements). Upon approval of an interlocal agreement by the City Council, interlocal agreements may be executed by the City Manager.

F.G. Change Orders

1. The City Council authorizes the City Manager and ~~the City Engineer~~Department Directors to approve changes to work ~~or contract for capital construction projects~~Public Works in the following amounts not to exceed in the aggregate the Council approved budget.

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2. Approval authority limitations refer to total cumulative dollar values. For instance, Project/Program Managers are authorized to approve multiple change orders per project providing that the cumulative total change order dollars expended approved by the Project/Program Managers are below the \$10,000 threshold in the aggregate.

Public Works, Small Works, Unit Priced Contract Change Orders

Dollar Limits	Approval Authority
<u>Up to \$0 to \$10,000</u>	Project/Program Manager
<u>Up to \$50,000 \$0 to \$75,000 or 5% of the original contract amount, whichever is greater</u>	<u>City Engineer/</u> Department Director <u>/</u> <u>or</u> Designee
<u>Up to \$150,000 or 10% of the original contract amount (whichever is greater) or as approved by City Council</u>	City Manager <u>/ or</u> Designee
Exceeding budget <u>authority amount</u> or exceeding original contract <u>amount authority</u> including contingency	City Council

*The contract approval requests are required to include contingency amounts.

V. FEDERAL PROCUREMENT POLICY/GUIDELINES

A. Purpose

To establish and maintain internal controls that provide assurance that Federal awards managed through the Washington State Department of Transportation are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by the Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book), and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control Integrated Framework Principles. For guidance on procurement with federal funded programs managed through other agencies, see that respective agency's guidelines for policies and procedures.

B. Internal Controls

The City will maintain effective internal control over the Federal award, which will provide reasonable assurance that the City is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award:

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1. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
2. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

C. Certification

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: *"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."*

D. Advance Payments and Reimbursements

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

1. Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
2. The City shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

E. Allowable Costs

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Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute:

1. Be necessary and reasonable for the performance of the Federal award;
2. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items;
3. Be consistent with policies and procedures that apply uniformly to both Federally- financed and other activities of the City;
4. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
5. Be determined in accordance with generally accepted accounting principles (GAAP);
6. Not be included as cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period; and
7. Be adequately documented.

F. Procurement of Goods and Personal Services

When procuring property and personal services under a Federal award, the City will follow either 2 Code of Federal Regulations (CFR) §200.318 General *procurement* standards through §200.326 Contract provisions or City purchasing procedures, whichever is more restrictive. The following table outlines *procurement* requirements when using Federal funds.

Procurement Method	Goods	Services
Micro-Purchase (<u>Direct Negotiation</u>) – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute	\$30 to \$10,000 or less Must use more restrictive \$3,000 federal threshold	\$30 to \$10,000 or less Must use more restrictive \$3,000 federal threshold

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Small Purchase Procedures (Informal – Vendor List) – Obtain/document quotes from a reasonable number of qualified sources (at least three firms).	\$3>\$10,000 –\$40to \$250,000 (Single trade) \$3,000 –\$65,000 (Multi trade) \$3,000 – \$50,000 (Non-Public works projects)	\$3>\$10,000 –\$40to \$250,000 (Single trade) \$3,000 –\$65,000 (Multi trade) \$3,000 – \$50,000 (Non-Public works projects)
	Must use more restrictive: City threshold or \$150,000 Federal threshold	Must use more restrictive: City threshold or \$150,000 Federal threshold
Sealed Bids / Competitive Bids (Formal) Bid Process	\$40>\$250,000 or more (Single trade) \$65,000 or more (Multi trade)	\$40>\$250,000 or more (Single trade) \$65,000 or more (Multi trade)
Competitive <i>proposals</i> (fixed-price or cost-reimbursement contracts)	Used when conditions are not appropriate for the use of sealed bids. • Must publicize in City's official publication(s) a <i>request for proposals</i> soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Contract must be awarded to responsible firm whose <i>proposal</i> is most advantageous to the program	
Non-competitive <i>proposals</i>	Appropriate only when: • Available only from a single source; or • Public <i>emergency</i>; and • Expressly authorized by awarding or pass-through agency in response to written request from the City; or • After soliciting a number of sources, competition is deemed inadequate.	

1. Approval authority required for goods shall be per Section III – A.

2. Approval authority required for services shall be per Section VII-A.

1-3. Contracts for more than the simplified acquisition threshold currently set at ~~\$150~~250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and

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penalties as appropriate.

~~2.4.~~ 2.4. Contracts and sub-grants of amounts in excess of ~~\$150,000~~ \$250,000 require that the City will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

~~3.5.~~ 3.5. The City will monitor *procurements* to avoid duplicative purchases. The City will also continue to enter into inter-entity agreements to realize cost savings for shared goods and services when possible.

~~4.6.~~ 4.6. The City will verify and document that vendors are not suspended or debarred from doing business with the Federal government.

7. Restrictive competition is not allowed for contracting for services.

8. Contract amendment process shall follow Section VII – B.

G. Procurement for Architectural and Engineering (A&E) Professional Services

1. A formal advertising process must be conducted for all A&E Professional Services. Requests for Qualifications (RFQs) are advertised in the City's official publication, RFQs must include the evaluation process for selection of interview, interviews must be conducted for all selected candidates. See Section VI-F for RFQ process.

2. A cost/price analysis must be performed prior to procuring A&E Professional services.

3. Restrictive competition is not allowed for contracting for services with the exception that geographic location may be considered as long as an appropriate number of qualified firms, given the nature and size of the project, are able to compete on the contract.

4. Contract amendment process shall follow Section VI – J.

H. Procurement for Public Works

1. For any *procurement* transaction, you must follow the Uniform Guidance Procurement Standards in 2 CFR §200.318-200.327 (except

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where explicitly excluded by the federal awarding agency) which requires consistency with State and local laws, federal laws, and any additional requirements imposed by the awarding agency or pass-through entity.

<u>Procurement Method</u>	<u>Dollar Limits</u>
<u>Micro-Purchase (Direct Negotiation) – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.</u>	<u>\$0 to \$2,000</u> <u>(subject to prevailing wages)</u>
	<u>\$0 to \$10,000</u> <u>(not subject to prevailing wages)</u>
<u>Small Purchase Procedures (Informal – Small Works Roster Process) – Solicit for documented quotes from at least three firms.</u>	<u>>\$2,000 to \$250,000</u> <u>(subject to prevailing wages)</u>
	<u>>\$10,000 to \$250,000</u> <u>(not subject to prevailing wages)</u>
<u>Formal Bid Process</u>	<u>>\$250,000</u>

2. Approval authority required for goods shall be per Section IV – A

3. Change order process shall follow Section IV – F.

G.I. Single Audit Act

The City, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501, as well as all applicable Federal and State statutes and regulations.

H.J. Closure

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

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I-K. Code of Conduct for use of Federal Funds

1.4. Purpose – The purpose of the Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.

2.5. Application - This Code of Conduct applies to all elected officials, employees or agents of the City engaged in the award or administration of contracts supported by federal grant funds.

3.6. Requirements - No elected official, employee or agent of the City shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, ~~would be~~ involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- a. The City employee, elected official, or agent; or
- b. Any member of their immediate family; or
- c. Their partner; or
- d. An organization which employs or is about to employ any of the above.

4.7. No Solicitations/Gratuities - The City's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

5.8. Remedies - To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the City's elected officials, employees or agents, or the contractors, potential contractors, subcontractors, or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

VI. CONTRACTS FOR ARCHITECTURAL CONSULTANT, VENDOR, AND ENGINEERING ARTIST SERVICES

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A. Approval Authority

Amount	Approval Authority	Process
Less than \$25,000 <u>Less than \$25,000 to \$50,000</u>	City Engineer/Department Director <u>City Manager or Designee</u>	Negotiated Contract from A&E List <u>Consultant Roster or Request for Proposal/Qualifications; Contract or Purchase Order</u>
Less than \$10,000 to \$25,000 <u>Less than \$25,000 to \$50,000</u>	City Engineer/Department Director <u>City Manager or Designee</u>	Negotiated Consultant Roster or Request for Proposal/Qualifications; Purchase Order or Contract from A&E List
\$50,000 or less to \$150,000 <u>\$50,000 or less to \$150,000</u>	City Manager <u>City Manager or Designee</u>	Negotiated Contract from A&E List <u>Consultant Roster or Request for Proposals or Request for Qualifications; Contract</u>
More than \$50,000 <u>More than \$50,000 to \$150,000</u>	City Council	<u>Request for Proposals or Request for Qualifications; Negotiated Contract</u>

B. Process

B. Architectural and Engineering (A&E) Professional Services Process

Chapter 39.80 RCW requires the City to utilize a *Request for Qualification* (RFQ) selection process for *A&E Professional Services* and to negotiate a contract with the most highly qualified firm. The City must announce its need for such Services by formally publishing an announcement on each occasion when such Services are required or announcing generally to the public its projected requirements for any category or type of such Services (RCW 39.80.030). MRSC Rosters conducts the general announcement requirements for their rosters.

1. ~~Negotiated Contracts \$50,000 or less~~C. ~~For Non-A&E Professional Services~~ (Personal Services)/Vendor Services Process

Non-A&E/Vendor services may be secured through direct selection from the consultant roster or by formal advertisement through the Request for Proposal (RFP) process. The City Manager may waive, at their discretion, the use of the consultant roster and the formal advertisement process for personal/vendor services.

D. Services \$150,000 or Less

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For services estimated to cost \$50150,000 or less, the City Engineer, Department Director, City Manager, or designee, or the City Manager may select firms or designee may either use a shared public roster that is obtained through compliance with the general announcement provisions of RCW 39.80.030, individuals from the consultant roster or a they may issue a formal advertisement for consultant services. The Department Director/City roster obtained through general announcement. If Manager may issue a purchase order for non-A&E/Vendor services if the purchase order is for \$50,000 or less. The number of firms solicited from the roster is at the City does not wish to use the firms on either roster, the City may prepare and publish a Request for Qualifications (RFQ) for the specific Services Manager/Department Director's discretion.

3. Negotiated Contracts for more than \$50,000

For A&E Professional Services estimated to cost more than \$50,000, the City Engineer, Department Director or designee, or the City Manager or designee shall prepare a Request for Qualifications (RFQ) and publish it in the City's official newspaper, in advance of the Department's requirements for such Services. This requirement shall apply whether the announcement is for category or type of Services, or for a specific need for Services. The City will strive to obtain at least three statements of qualifications for any contract.

B.E. Services More than \$100150,000

For services estimated to cost more than \$100150,000, the Department Director, City Manager, or designee shall prepare a formal advertisement for an RFQ or RFP (as appropriate) and publish it in the City's official publication in advance of the Department's requirements for such services. This requirement shall apply whether the announcement is for a category or type of service, or for a specific need for services.

F. RFQ/RFP Process

1. An RFQ/RFP scope of services is prepared, and an advertisement is issued requesting perspective consultants to submit a Statement of Qualifications (SOQ) (for architectural/engineering services) or a Statement of Proposal (SOP) (for non-architectural/engineering services) for the project.
2. An the RFQ/RFP should include the following information:
 - a. The RFQ/RFP number (provided by City Clerk),
 - b. Project or service title,

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- c. The services needed.
 - d. City contact information.
 - e. Publication dates and submittal due date.
 - f. Submittal address.
 - g. How RFQ/RFP will be evaluated.
 - h. Process for selection.
 - i. Schedule for evaluation and selection, and
 - j. Title VI statement
3. The advertisement for services is prepared with the following information:
- a. The RFQ/RFP number.
 - b. Project or service title.
 - c. Publication dates and publication source.
 - d. Submittal due date.
 - e. Submittal address.
 - f. Where to find RFQ/RFP.
 - g. Reservation of rights to make changes, and
 - h. Equal opportunity statement for disadvantaged, minority, and women-owned businesses.
4. Advertisement is sent to the City Clerk to post in the City's official publication. Advertisement should be sent to City Clerk a minimum of 2 working days prior to first date of posting.
5. It is recommended that advertisements be posted for a minimum of 3 weeks but no longer than 4. Deviations from the recommendation may be made depending upon the nature of the work and the time of advertisement.
6. The RFQ/RFP is sent to the City Clerk and are posted on the City's website.
7. Changes to the RFQ/RFP or advertisement period are acceptable. Any changes must be made through an addendum and posted to the City's website. It is recommended that no addendum be issued within 2 days of the RFQ/RFP deadline unless the change extends the deadline for submittal or the change is minor and would not significantly change the outcome of an SOQ/SOP.
8. SOQ/SOPs may be received either by mail or in electronic form via e-mail by the project manager/requesting department.

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9. SOQ/SOPs are reviewed for completeness and to verify they were received prior to the deadline. Submittals incomplete or received after the deadline are to be rejected.
10. After SOQ/SOPs are reviewed, those found acceptable are held for consideration for interview/selection. SOQ/SOPs are delivered to a panel for review.
11. The panel reviews SOQ/SOPs and creates a recommended list of applicants to interview or to select. It is at the City Manager/Department Director's discretion to interview candidates or to immediately select a candidate for contracting.
12. If interviews are held, questions are prepared in accordance with the RFQ/RFP. All candidates are given the same questions to answer. It is up to the department on the meeting format, what questions to ask, and how many to ask.
13. Once a candidate is selected for contracting, all other candidates are notified of the results.
14. For projects/services utilizing federal dollars, consult with the grant agency for any additional requirements to securing services.

C.G. **Contracting**

City contract templates should be used for all service contracts, unless the services involve highly technical services, such as computer software application licensing and maintenance, in which case the contract form of the firm or company may be used, after review by the Department Director/City Manager or designee, in consultation with the [Finance Director and the City Attorney](#). For federal funded work, the contract form from the granting agency ~~may be~~ required.

D.H. **Cooperative Purchasing (Piggybacking) under Chapter 39.34 RCW**

1. The City may join in cooperative purchasing arrangements with other public agencies for architectural or engineering services by entering into written intergovernmental cooperative purchasing agreements (also known as interlocal ~~purchasing~~ agreements). ~~The City Council is the authorizing body for all intergovernmental cooperative purchasing~~Interlocal agreements, ~~except may be executed by the City Manager/Designee may authorize intergovernmental cooperative purchasing agreements within upon approval limits set by this policy of the City Council consistent with RCW 39.04.030.~~

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2. When State of Washington contracts are used through the Washington State Office of State Procurement (OSP) there are no additional bidding requirements.
3. The agency contracting with the architectural or engineering firm must comply with requirements as outlined under Chapter 39.80 RCW.
4. The services to be provided for any agency utilizing an interlocal agreement must be related to, and within the general scope of, the services the architectural or engineering firm was selected to perform, and any agreement must be executed for a scope of work specifically detailed in the agreement.
5. ~~The interlocal agreement~~Interlocal agreements must be entered into prior to commencement of the *procurement* of any such services.

I. Artists

1. Services for artists may be secured similarly to Non-A&E Professional Services.
2. Artist solicitations may be made through formal advertisement, artists registries, or artist rosters as identified in the City's adopted art policies.
3. Contract amount must include the artist's time and effort to design and install the artwork. Contract work not performed by the artist may be excluded from the artist contract at the City Manager/Department Director or designee's discretion.

J. Contract Amendments

1. The City Council authorizes the City Manager and Department Directors to approve amendments to work or contracts for A&E Professional Services and non-A&E Professional Services in the following amounts not to exceed in the aggregate the approved project budget and/or authorization.
2. Approval authority limitations refer to total cumulative dollar values. For instance, Department Directors are authorized to approve multiple amendments per contract providing that the total amended dollars approved are below the \$25,000 threshold in the aggregate

<u>Dollar Limits</u>	<u>Approval Authority</u>
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<u>No change in contract amount</u>	<u>Project/Program Manager</u>
<u>\$0 to \$25,000</u>	<u>Department Director or Designee</u>
<u>\$0 to \$50,000 or as approved by City Council</u>	<u>City Manager or Designee</u>
<u>Exceeding budget amount or exceeding original contract amount including contingency</u>	<u>City Council</u>

*The contract approval requests are required to include contingency amounts.

VII. COMMUNITY SERVICE CONTRACTS ORGANIZATIONS

A. Approval Authority

Amount	Approval Authority	Process
<u>Less than \$2,000</u> <u>\$0 to \$75,000, per year</u> <u>(not contract)</u>	<u>City</u> <u>Engineer/Department</u> <u>Director/City Manager</u> <u>or Designee</u>	<u>Direct Negotiation; Contract</u> <u>or Purchase Order/Contract</u> <u>Roster</u>
<u>Less than \$15,000</u>	<u>City Engineer/Department</u> <u>Director/Designee</u>	<u>Purchase Order/Contract</u> <u>Roster</u>
<u>\$50,000 or less</u>	<u>City Manager/Designee</u>	<u>Request for Proposal or</u> <u>Negotiated Contract from</u> <u>Roster</u>
<u>Over \$50,000</u>	<u>City Council</u>	<u>Request for Proposal</u> <u>Negotiated Contract</u>

B. Process

B. Process Contracts for non A&E Professional Services, such as specialized attorney services, computer programmers, actuarial consultants, planners, bond counsel, etc., shall be procured through a purchase order or negotiated contract with a firm or individual on a shared public roster or by an advertised Request for Proposal (RFP). City contract templates should be used for all contracts, unless the services involved highly technical services, such as computer software application licensing and maintenance, in which case the form contract of the firm or company may be used, after review by the Department Director or designee, in consultation with the City Attorney

1. Without regard to competitive bidding, the City may contract with a chamber of commerce; a service organization; a community, youth, or athletic association; or other similar association located and providing service in the immediate neighborhood.
2. The City may also use volunteers (to whom no wage or salary compensation is paid in the project) and provide the volunteers with clothing or tools; meals or refreshments; accident/injury insurance coverage; and reimbursement of their expenses.

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City of Kenmore Purchasing Policies and Procedures

3. The services received by the City shall have a value at least equal to two times that of the payment to the service organization based upon the value of the improvements, artworks, equipment, maintenance, etc.
4. Per RCW 35.21.278, all payments made by a City under the authority of this section for all such contracts in any one year shall not exceed \$75,000.

C. Types of Services

Types of services allowed:

- Plan design
- Improvements to parks, school playgrounds, public square, or other public spaces
- Installation of equipment or artwork
- Maintenance services for
 - The above improvements/installations, or
 - Neighborhood/community project facilities, or
 - Environmental justice stewardship or sustainability projects

VIII. INVOICES

All invoices may be approved by the City Manager, Department Director, or designee. Invoices for contracted work may be approved by the Project/Program Manager responsible for managing the contract.

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Purchase Orders or Contracts of \$50,000 or Less

For non A&E Professional Services estimated to cost \$50,000 or less, the City Engineer, Department Director or designee, or City Manager or designee, may select firms or individuals from the shared public roster. The Department Director may issue a purchase order or contract for such Services; however, if the purchase order or contract is for over \$15,000, it must be approved by the City Manager.

Contracts Over \$50,000

The initiating Department or City Manager shall prepare a Request for Proposal (RFP) for contracts over \$50,000, and shall publish it in the City's official newspaper in advance of the department's requirements for the services. A RFP may also be used if there are no firms on the shared public roster with sufficient and specialized experience. The City will strive to obtain at least three proposals for any services. A contract in an amount over \$50,000 must be approved by the City Council.

CODE OF ETHICS

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City of Kenmore Purchasing Policies and Procedures

~~City of Kenmore Administrative Policy and Directive 1. Code of Ethics and City of Kenmore Council Rules and Procedures Section 5. B. shall apply in all circumstances.~~

~~IX.~~ **IX. DEFINITIONS**

A&E Professional Services - Those professional services rendered by any person, other than as an employee of the City, within the scope of the general definition of professional practice in Chapters 18.08, 18.43, or 18.96 RCW. These general definitions include, but are not limited to, the practice of architecture, engineering, landscape architecture, and land surveying.

Best Practice Purchasing - Whenever formal written quotes/bids or telephone quotes are not required, competitive relationships with vendors/suppliers/contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and service.

Budget Authority - Person(s) authorized to spend funds up to amounts as budgeted on behalf of the City.

~~Competitive Sealed Bid – Notice to bidders is advertised and sealed bids are required.~~ **Competitive Bid Process** – Per RCW 35.23.352, a competitive bid process is to mean a formal bid process (RCW 35.23.352(1)) or the Small Works roster process (RCW 35.23.352(4)). Direct negotiation is not considered a competitive bid.

Direct Negotiation – Contractors, vendors, or consultants may be selected under procedures consistent with RCW 39.04.152 (see bidding requirements above) without soliciting bids/quotes from other firms/companies. Contractors, vendors, and consultants must be selected from the Small Works roster.

~~Usually, the bid document is very detailed and specific.~~

Emergency – Unforeseen circumstances beyond the control of the City that either i) presents a real, immediate threat to the proper performance of essential functions; or ii) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken (RCW 39.34.280(3)).

Formal Bid/Advertisement Process – For *Public Works* notice to bidders is advertised and sealed bids are required. ~~Usually, the bid document is very detailed and specific.~~ For *Architectural/Engineering and other professional services*, and RFQ/RFP process is required.

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City of Kenmore Purchasing Policies and Procedures

Labor Surplus Area - A civil jurisdiction that has a civilian average annual unemployment rate during the previous two calendar years of 20% or more above the average annual civilian unemployment rate for all states (including Puerto Rico) during the same 24-month reference period. If the national annual average unemployment rate during the referenced period is less than 6.0% then the qualifying rate is 6.0%. If the national annual average unemployment rate during the referenced period is above 10% then the qualifying rate is 10%. See U.S. Department of Labor for a list of [Labor Service Areas](#).

Non A&E Professional Services—~~An occupation wherein the labor and skill involved is predominantly mental or intellectual rather than physical or manual. Examples of occupations~~ – **Non-A&E Professional Services (Personal Services)** involve technical expertise provided by a consultant to accomplish a specific study, project, task, or other work. These activities and products are mostly intellectual in nature, and they do not include architecture and engineering services, which have their own requirements. Examples of non-A&E professional services included in this category are: Accountants, artists, attorneys, bond brokers, computer programmers/consultants, insurance brokers, economists, financial analysts, planners, real estate appraisers, and codifiers of municipal ordinances.

Procurement – The purchase of materials, equipment, supplies, [software](#), or services.

Proposal – A response of a consultant that describes key personnel, technical approaches, experience of the consultant, and familiarity with the area, time schedules, work plan, cost, and other information relating to the specific service being sought.

Public Work(s) – RCW 39.04.010 defines “public work” as all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. The term “ordinary maintenance” is not defined by RCW 39.04.010, which is part of the “Public Works” Chapter of the RCW. Ordinary maintenance” is defined by WAC 296-127-010, which defines “public work” for purposes of Chapter 39.12 RCW, relating to prevailing wages on public works. Chapter 39.12 RCW provides insight into the definition of “public work” in RCW 39.04.010, because RCW 39.04.010 states that all public works, including maintenance when performed by contract, shall comply with Chapter 39.12 RCW. WAC 296-127-010(7)(a) defines “public work” as all work, construction, alteration, enlargement, improvement, repair, and/or demolition that is executed by contract, purchase order, or any other legal agreement and that is executed at the cost of the City. This regulation also states that a public work includes

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City of Kenmore Purchasing Policies and Procedures

maintenance, except "ordinary maintenance." This regulation defines "ordinary maintenance" as work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year), to service, check, or replace items that are not broken, as well as work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary. Thus, all maintenance work performed by contract and all regularly schedule work that is required to maintain an asset but that is not performed pursuant to a contract is a "public work," which must comply with these Purchasing Policies as they relate to public works.

Responsible Bidder - A bidder on a *public works* contract who meets the responsibility criteria of RCW 39.04.350 prior to award of a *public works* contract. [See RCW 39.04.350 attached.](#)

Request for Bid (RFB) - A process through which written or electronic bids are solicited from contractors on an agency's *small public-works roster* [or through a competitive sealed bid process](#) for *public works* contracts in which price is the primary basis for consideration and contract award. [See Chapter VI\(F\) for more information.](#)

Request for Proposal (RFP) - A solicitation sent to known vendors or consultants, ~~usually prepared by a department head or designee~~, which indicates in a general manner the work or type of service which the city desires to contract. RFPs generally solicit qualifications, approach, price, and ideas from experienced and knowledgeable vendors and consultants. [See Chapter VI\(F\) for more information.](#)

Request for Qualifications (RFQ) - A method of soliciting competitive proposals that considers and evaluates companies based on a basis of demonstrated competency and qualification rather than price. This process is typically used for A&E services where price is not a consideration. An RFQ will generally result in a negotiated contract.

Shared Public Roster - A system of rosters established by ~~the Municipal Research Services Center (MRSC)~~ [a government agency](#) as a means of soliciting and notifying businesses and contractors about opportunities to respond to bids and proposals. [The City currently uses the public roster established by the Municipal Research Services Center \(MSRC\).](#)

Single/Multi Craft - [A signal craft involves work that requires only one craft or trade and a multi-craft involves work that requires more than one craft or trade. Individual crafts \(trades\) are identified on the Washington State Department of Labor and Industries list of Prevailing Wages.](#)

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City of Kenmore Purchasing Policies and Procedures

Small Business– Small business means a business meeting certification criteria for size, ownership, control, and personal net worth adopted by the office of minority and women’s business enterprises in accordance with RCW 39.19.030.

Small Works Roster Process - A process for awarding contracts for *public works* estimated to cost \$~~300~~350,000 or less, in lieu of competitive bidding, pursuant to RCW 39.04.~~155~~152 (applied to the City through RCW 35A.40.210, 35.23.352 and RCW 39.04.155-152). This process involves creation of small works ~~rosters~~roster for specialties or categories of work, placement of responsible contractors on the roster list, issuance of invitations for quotes to contractors on the list, securing of quotes from contractors on the list to assure establishment of a competitive price is established, and ~~award~~award of contracts to the lowest *Responsible Bidder*. See Chapter IV(D) for more information on the process.

Statement of Qualifications - A response to a *Request for Qualifications* (RFQ) wherein the prospective consultant provides information relating to the consultant’s qualifications to perform the type(s) of work and services being sought, and may include brochures, resumes of key personnel, descriptions of work completed in other places, references, etc. Price may not be used as an evaluation criterion in requesting Statements of Qualifications in response to an RFQ for architectural, engineering, landscape architectural, and land surveying services.

Vendor (Purchased) Services – Vendor (Purchased) services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency’s day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. Examples of such services include but are not limited to: Delivery/courier service, garbage pickup, vehicle inspection and maintenance, vector services.

Attachment A

City of Kenmore Purchasing Policies and Procedures**Exhibit APPENDIX A.****Formal, Competitive Sealed Bids for a Public Works Project**

Note: Federal regulations may conflict with or be different from the following. In the case of conflict, Federal regulations take precedence for projects utilizing Federal Funds.

An advertisement or *Request for Bid* of a *Public Works* project should include the following information:

- Title of the project.
- ~~Brief description of the nature and scope of work, including the materials and equipment to be furnished.~~
- Location where detailed plans, specifications, and contract documents are available for review or purchase.
- Date, place, and time that the bids are due.
- ~~Notice that bids received after the scheduled bid submittal deadline will not be considered.~~
- ~~Notice of the requirement of a bid proposal deposit in the amount of 5% of the amount of the bid in the form of a cashier's check, certified check, money order, or surety bond in favor of the City, which must accompany the bid.~~
- ~~Notice that the City reserves the right to reject any and all bids and to waive minor irregularities in the bids.~~
- Date, time, and place of bid opening.
- ~~Name and telephone number of a City contact person.~~
- ~~Notice that the successful bidder will be required to pay prevailing wages for the work to be performed.~~
- Statement that the City is an equal opportunity employer and invites responsive bids from all qualified *Responsible Bidders*.
- ~~Notice that all bid documents are public records and subject to disclosure.~~

The advertisement for Bid must be posted ~~in City Hall or~~ on the City's ~~Web Site~~ website and published in ~~a newspaper of general circulation~~ the City's official publication by the City Clerk once a week for two consecutive weeks with the last publication being at least 13 ~~calendar~~ days prior to the last date upon which bids will be received.

Detailed Plans and Specifications

Detailed plans and specifications of *public works* project will be prepared at the direction of the requesting Department Director, along with an estimate of the cost of such work. The plans and specifications will be approved by the ~~City Engineer or~~ Department Director ~~and a certified copy filed with. The proposed contract for work shall be reviewed by~~ the City Clerk ~~Attorney and included in the specifications.~~ The

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City of Kenmore Purchasing Policies and Procedures

plans and specifications will be posted on an on-line Plan Center or on the City's website.

Any changes or clarifications to the contract documents, specifications, or design drawings made after advertising and before the bid submittal deadline, should be issued to all document holders as numbered and dated addenda. A copy of the addenda must be filed with the City Clerk.

Bid Log

The City Clerk must prepare a log (this is a formal public record) containing the following information:

- a. The name, address and phone number of every person and company who received a copy of the detailed plans and specifications for the project and the date and time they were provided.
- b. If communications with prospective bidders occur during the bid period, a record of the substance of the communication must be kept and contained within the project documents.

Bid Opening

The City Clerk will be present at all public bid openings to verify the date and time of bid submittals; open each bid *proposal*; announce the bids of each submitter; record the unit prices, sales tax, delivery charge if applicable, and total cost of each bid proposal. The City Clerk will prepare a tabulation of bid results, which will be posted to the City's web site and made available to the public immediately following the formalpublic bid opening.

Bid Award

The requesting Department will evaluate the bids for responsiveness, the presence of unbalanced bids, and price. The requesting Department will also determine and document that the bidder submitting the lowest responsive bid meets the *Responsible Bidder* criteria of RCW 39.04.350(1) and any supplemental bidder responsibility criteria established and included in the bidding documents, consistent with RCW 39.04.350(2). The requesting Department shall then prepare a contract, reviewed as to form by the City Attorney, and submit the documentation to the City Manager for approval per these Purchasing Policies.

All bid *proposal* deposits must be returned to unsuccessful bidders. The 5% bid bond of the successful bidder will be retained until a contract is entered into and a payment and performance bond for the work is furnished, with surety satisfactory to the Risk ManagerDepartment Director or City AttorneyManager. If the successful bidder fails to enter into the contract in accordance with the bid and fails to furnish a payment and performance bond within 20 days from the date of being notified of

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City of Kenmore Purchasing Policies and Procedures

award, the 5% guaranty will be forfeited to the City. ~~The Department Director or City Manager may extend the deadline at their discretion.~~

Bid Protest

~~A party may protest bid solicitations. The City must receive a written protest at least three business days prior to the bid submittal deadline.~~

Per RCW 39.04.105, ~~if the City:~~

~~(1) Within two business days of the bid opening on a public works project that is the subject of competitive bids, the municipality must provide, if requested by a bidder, copies of the bids the municipality received for the project. The municipality shall then allow at least two full business days after providing bidders with copies of all bids before executing a contract for the project. Intermediate Saturdays, Sundays, and legal holidays are not counted.~~

~~(2) When a municipality receives a written protest from a bidder for a public works project which that is the subject of competitive bids, the City shall municipality must not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the City's municipality's intent to execute a contract for the project; provided that the protesting bidder must submit submits notice in writing of its protest no later than two full business days following bid opening (not counting intermediate Saturdays, Sundays, and legal holidays):~~

~~(a) Two full business days following bid opening, if no bidder requested copies of the bids received for the project under subsection (1); or~~

~~(b) Two full business days following when the municipality provided copies of the bids to those bidders requesting bids under subsection (1). Intermediate Saturdays, Sundays, and legal holidays are not counted.~~

Public Record

Immediately after opening of the bids, the original of every bid *proposal* and a copy of the bid log will be filed with the City Clerk for retention; the bids are a public record. A copy of the *proposal* of the successful bidder should remain with the initiating Department until completion of the project.

Rejection of Bids

Based on the evaluation of bids, the initiating Department may recommend that all bids be rejected. The City Council may also reject any or all bids when the public interest ~~will be~~ served. If bids are rejected, the initiating Department will inform the bidders in writing. A rejection of bids may occur and is not limited to the following reasons:

1. The bids exceed the engineering estimate and or the amount that the City has available for the project,

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City of Kenmore Purchasing Policies and Procedures

2. The bidder(s) does([do](#)) not meet the *Responsible Bidder* criteria of RCW 39.04.350 (1) or any supplemental bidder responsibility criteria established in the bidding documents.
3. The bidder(s) has(have) not shown to have sufficient experience to perform the work.

Any contact by the bidder with a member of the City Council that regards the *Request for Bid* may be grounds for bid rejection.

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City of Kenmore Purchasing Policies and Procedures

APPENDIX B

Right of Way Acquisition Procedures (RCW 35A.47.020)

The City of Kenmore (CITY) shall, to the greatest extent possible, expeditiously negotiate all fair market value offers (FMV) for the acquisition of right-of-way and other real property rights. However, the CITY recognizes the fact that differences of opinion as to FMV or other compensation components may occur with property owners. These differences typically exceed the FMV offered by the CITY. In such cases, an Administrative Settlement may be necessary where the CITY will continue to negotiate considering all the information supporting just compensation in excess of the CITY'S calculation of FMV's. FMV of all acquisition costs and all property impact costs shall be rounded up to the nearest \$100.

The CITY's ~~negotiator will work with CITY staff~~ and property owners shall work towards a mutual and reasonable agreement on just compensation. All reasonable counter offers by the property owner will be submitted to the ~~City Engineer~~ ~~Department Director~~ or his/her designee for review. If in agreement, the ~~Department Director~~ ~~City Engineer~~ or his/her designee will coordinate with the assigned negotiator and other CITY staff and prepare a letter of support and justification towards an Administrative Settlement. The extent of the letter of support is a matter of judgment and will be consistent for all property owners, subject to the circumstances and the amount of money involved. Considerations in the letter of support may include, but are not limited to, all available pertinent appraisals, range of unit price value, unanticipated impacts, range of testimony in a condemnation trial, construction schedules, prior court awards, trial costs (legal counsel) and the public interest. The letter of support shall contain a detailed background of the project and the process for generating the original offer, a summary of the justification for the settlement, and the final conclusion. Authority for approval of administrative settlement proposals during project negotiations shall be in writing and delegated as follows:

- SENIOR CIVIL ENGINEERS and CAPITAL PROJECTS MANAGERS are authorized to approve settlements up to \$2,500 or 10%, whichever is the lesser, above the appraised FMV.
- DEPARTMENT DIRECTORS are authorized to sign all determination of values (DVs), approve acquisitions up to \$25,000, and approve administrative settlements up to \$20,000 above the CITY'S FMV (\$45,000 total authority).

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City of Kenmore Purchasing Policies and Procedures

- The CITY MANAGER is authorized to approve acquisitions and relocation payments up to \$350,000 including any administrative settlements above the CITY'S FMV.
- The CITY COUNCIL will approve all right of way costs that exceed \$350,000.

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Appraisal City Appraisal Waiver Valuation:

According to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, an \$25,000.00 appraisal waiver process is approved by the Federal Highway Administration (FHWA) for Washington State. The procedure are approved as follows:

Rules

- A. The City may elect to waive the requirement for an appraisal if the acquisition is simple and without complication and the compensation estimate indicated on the ROW Funding Estimate is \$235,000.00 or less including cost-to cure items.
- B. The City must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$150,000 or less.
- C. The City must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$150,0010 and up to \$235,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of an Administrative Offer Settlement (AOS) Waiver Valuation as no review is mandated. The preparer needs to ensure that the compensation is fair and that all the calculations are correct.

Procedures

- A. A Waiver Valuation ~~n-AOS~~ is prepared using comparable sales found at the time of preparation.
- B. ~~B. The AOS Waiver Valuation is approved by City staff Department Directors per these Right of Way Procedures.~~
- C. Upon signature, an first offer to the property owner(s) is authorized once the Senior Civil Engineer/Capital Projects Manager has completed a spot check for the project.

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Attachment A

City of Kenmore Purchasing Policies and Procedures

Attachment C

CITY OF KENMORE

PURCHASING and CONTRACTING POLICIES and PROCEDURES

Adopted XXX

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I. MISSION, GOALS, POLICY STATEMENT, AND GENERAL GUIDELINES Attachment C

1. **Mission:** To establish sound purchasing, *procurement*, personal services/vendor and *public works* contracting practices that give the City flexibility allowed under the law while retaining accountability to taxpayers for the responsible expenditure of funds.
2. **Goals:** The City is focused on achieving the following purchasing, *procurement*, personal services/vendor and *public works* contracting goals:
 - Purchase or *procurement* of materials, equipment, supplies, and services in a timely and cost-effective manner, while meeting all legal obligations.
 - Use of *Requests for Proposals* (RFP), invitations to bid (ITB), Requests for Qualifications (RFQ) when appropriate to achieve competitive pricing from responsive and responsible vendors and contractors.
 - Utilization of public rosters for small works, limited public works, consulting services, and vendor lists (for purchases not related to *public works*) when appropriate.
 - Fair and transparent contract negotiation, review, and evaluation.
 - The City shall encourage the participation of minority businesses, women's business enterprises, and *labor surplus area* firms
3. **Policy Statement:** It is the policy of the City to use consistent procedures for all Departments to purchase or procure goods and services for City operations and construct *public works*. This consistency should facilitate the most efficient and cost-effective manner of purchasing, procuring, and constructing in compliance with applicable laws and regulations, and in accordance with *best practices*. All purchases and *procurement* of materials, equipment, supplies, and services, and all construction of *public works*, are to be made within budgetary limitations and for the purpose of meeting the goals and objectives approved in the City's budget. Purchases, *procurements*, and construction which cause a fund to exceed the budgeted authority shall be pre-authorized by the City Council and formally approved through a budget amendment process. All payments for purchases, *procurements* and *public works* construction made by the City shall be subject to approval by the City Council through the voucher approval process.
4. **City Manager Authority:** The City Manager has the authority to modify this policy (Administrative Changes) as necessary for the effective and efficient conduct of City business and to update these policies to be consistent with local, state, and federal law, except in matters of increased purchasing limit authority for the City Manager which must be approved by the City Council. All Administrative Changes to this policy will be distributed to all city employees and filed with the City Clerk.

- Attachment C
5. **Local Businesses:** For purchases and *procurements*, the City encourages participation by vendors with business locations within the City and will try to include appropriate City vendor(s) when seeking price quotations for the purchase or *procurement* of goods and services.
 6. **Compliance by City Employees:** All employees must follow these Purchasing Policies for purchase and *procurement* of materials, equipment, supplies, and services and construction of *public works*.
 7. **Basis:** These Purchasing Policies are based on the Revised Code of Washington (RCW); adopted resolutions and ordinances of the City Council, which may be more restrictive than the RCW; and guidelines from the State Auditor's Office and the Municipal Research and Services Center.
 8. **Grant Funds:** If grant funds are involved in the proposed purchase, *procurement* or construction, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than or different from these Purchasing Policies. If federal funds are involved, additional requirements outlined in 2 CFR 200.318 through 2 CFR 200.326 must be complied with, as outlined in these Purchasing Policies under Section V. Federal Procurement Standards/Guidelines.
 9. **Solicitations:** Local Agencies must comply with State law and their Title VI Agreement for all advertisements. Specific Title VI language must be included in the advertisement when soliciting for consultant services and construction contractors. See the Washington State Local Agency Guidelines (LAG) manual for Title VI language that must be included in the advertisement. Also see the LAG manual for additional requirements for solicitations involving federal funds.
 10. **Right of Way Acquisition Procedures:** City Council adopted Right-of-Way Acquisition Procedures under Resolution No. 23-404, see Appendix B.
 11. **Washington State Sales Tax:** Washington State sales tax (WSST) shall be included when defining purchase price, except in the case of *public works* projects, including but not limited to projects located within the right-of-way. According to RCW Chapters 35.22.620 and 35.23.352, the cost of a these types of *public works* projects should include the costs of materials, equipment, supplies, and labor. For the purposes of bid authority and process, WSST need not be included in cost estimates.
 12. **Capitalized/Italicized Terms:** Capitalized/italicized terms in these Purchasing Policies are defined in Section IX.
 13. **Delegation of Authority (Designee):** Delegation of authority, where allowed, shall be in writing identifying the person giving the delegation, the person/title authority is being granted to, the level of authority being granted, and an

expiration date if applicable. Approved delegation of authority is submitted to the Finance Department, City Clerk, and the designee. Any individual granted "acting" status shall have the same authority as the individual granting the "acting" status.

14. **Official Publication:** The City's official publication sites, for the purpose of competitive bid announcements, *requests for qualifications*, and *requests for proposals*, are the Seattle Times and the Daily Journal of Commerce.
15. **Small Works Roster:** The City utilizes the Municipal Research and Services Center (MRSC), as its direct negotiation and Small Works roster provider pursuant to RCW 39.04.151(1). The City has established these policies and utilized MRSC to implement the necessary procedures for direct negotiation and Small Works contracting authorized under RCW 35.23.352, RCW 39.04.151, and RCW 39.04.152. MRSC performs all requirements to maintain a small works roster as outlined in RCW 39.04.200.
16. **Consultant Roster:** The City may use the Municipal Research Service Center's (MRSC) roster as its official consultant roster.
17. **Vendor List:** The City may use the MRSC Roster as its vendor list.
18. **Unresponsive Solicitations:** If no responses are received after a formal advertisement or after all qualified vendors/contractors/consultants have been solicited on a roster, the City may readvertise, direct select any firm (regardless of the roster), or the City may perform the work at the Department Manager's choice.
19. **Interagency Contracting:** All contracts with other government agencies may be executed by the City Manager once approved by the City Council.
20. **Artistic Services:** Where the City desires artistic services to be provided by an artist, the approval authority shall be as set forth in "Section VI. Contracts for Consultant, Vendor, and Artist Services".

II. REGULATIONS AND REFERENCE

A. Code City

The City is a code city under Chapter 35A RCW, with a population exceeding 20,000. As a code city, Kenmore is governed by the following:

(Note: These Purchasing Policies were updated on the revision date noted on the cover. When utilizing these policies and procedures, check amendments to the RCW since that date.)

RCW 35A.40.200 General law relating to public works and contracts: “Every code city shall have the authority to make public improvements and to perform public works under authority provided by general law for any class of city and to make contracts in accordance with procedure and subject to the conditions provided therefor, including but not limited to the provisions of: (1) Chapter [39.04](#) RCW, relating to public works; (2) Chapter RCW [35.23.352](#) relating to construction of public works or improvements, including materials, supplies and equipment; (3) Chapter RCW [9.18.120](#) and [9.18.150](#) relating to suppression of competitive bidding; (4) Chapter [60.28](#) RCW relating to liens for materials and labor performed; (5) Chapter [39.08](#) RCW relating to contractor's bonds; (6) Chapters [39.12](#) and [43.03](#) RCW relating to prevailing wages; (7) Chapter [49.12](#) RCW relating to hours of labor; (8) Chapter [51.12](#) RCW relating to workers' compensation; (9) Chapter [49.60](#) RCW relating to antidiscrimination in employment; (10) Chapter [39.24](#) RCW relating to the use of Washington commodities; and (11) Chapter [39.28](#) RCW relating to *emergency* public works”.

B. Code References

RCW 35A.40.210 Public work or improvement -- Procedures – Purchases

Because the City is a “code city,” procedures for public works or improvements are governed by RCW [35.23.352](#).

Because the City is a “code city” with a population of 20,000 or more, procedures for purchases are governed by RCW [35.22.620](#).

RCW 35.22.620 Public works or improvements – Limitations on work by public employees – Small works roster – Purchase of reused or recycled materials or products.

RCW 35.23.352 Public works -Contracts - Bids - Small works roster - Purchasing requirements, recycled or reused materials or products

RCW 35A.40.200 General law relating to public works and contracts (for code cities)

RCW 39.04 Public Works Complete Chapter headings

RCW 39.04.152 Uniform small works roster provisions – invitations for bids – Retainage, performance bonds, Bid quotations-List of small works contracts awarded

RCW 39.04.280 Competitive bidding requirements-Exemptions

RCW 39.04.350 Bidder responsibility criteria – Sworn statement – Supplemental criteria

RCW 39.34.030 Joint powers – Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies – joint utilization

of architectural or engineering services – Financing of joint projects

WAC 296-127-010 (7)(a)(i-iv) and (7)(b)(i-iii) – Definition of public works

III. PURCHASES OF SUPPLIES, MATERIALS, SOFTWARE, AND EQUIPMENT NOT RELATED TO PUBLIC WORKS

A. Approval Authority and Procedure (for Supplies, Materials, Software,** and Equipment Not Related to Public Works):

Dollar Limit	Approval Required	Procedure
Up to \$50	Petty cash custodian	Petty cash system receipt or invoice
>\$50 to \$5,000	<i>Budget authority</i> AND Dept. Director/City Manager or Designee	Invoice
>\$5,000 to \$50,000	<i>Budget authority</i> AND Department Director/City Manager or Designee	Direct purchase or quotes (verbal* or written) purchase order or contract
>\$50,000 to \$150,000	<i>Budget authority</i> AND City Manager or Designee	Solicit 3 quotes (verbal* or written) contract
>150,000 to \$250,000	City Council	Obtain 3 written quotes and contract
Over \$250,000	City Council	<i>Competitive Bid Process</i> or competitive negotiation** and contract

***Verbal quotes must be documented in writing**

****Purchases of electronic data processing or telecommunication equipment, software, or services would follow the process the City uses for any other equipment, services, or work, or by using the competitive negotiation process set forth in RCW 39.04.270.**

B. Process:

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NOTE: Purchases may not be broken into multiple projects or purchases to avoid compliance with state statutes and these Purchasing Policies.

1. Generally

The City is not required to purchase materials, equipment, and supplies by competitive bidding, and has flexibility in determining how to solicit competition in purchasing materials, equipment, and supplies (See RCW 35A.40.210 and 35.22.620). The City may, but is not required to, use the vendor list process of RCW 39.04.190 to award contracts for the purchases of materials, equipment, and supplies. If the City uses the vendor list process, it must establish vendor lists either by publishing at least twice per year, in a newspaper of general circulation in the City, a notice of the existence of vendor lists and solicit the names of vendors for the lists, or use vendor lists of another agency or nonprofit corporation, such as MRSC. If the City uses a vendor list, the City must secure telephone or written quotations, or both, from at least 3 vendors whenever possible to assure that a competitive price is established and for awarding purchase contracts to the lowest *responsible bidder* as defined in Chapter 39.26 RCW. A bidder is an individual or entity who submits a quotation. RCW 39.26.010. The term "lowest responsible" is not defined in Chapter 39.26 RCW. Except for the competitive bid or competitive negotiation process, the awarded contract does not need to be advertised.

2. Purchases up to \$5,000

Purchases may be made up to \$5,000 by Department Directors or their designees, within budgetary authority and with a supporting invoice; a purchase order is not required.

3. Purchases over \$5,000 and up to \$50,000

Purchases may be made for over \$5,000 up to \$50,000 by using direct purchase or quotes, using a purchase order or contract to designate what budget amount is being encumbered. *Best practice purchasing* applies, meaning that competitive relationships with vendors / suppliers / contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and good service.

4. Purchases over \$50,000 up to and including \$150,000:

Three or more documented (verbal or written) solicitations are required. A purchase order or contract approved by the City Manager or designee is required.

5. Purchases over \$150,000 up to and including \$250,000:

Three or more documented written quotations are required. The City Manager may execute the contract after City Council has awarded the contract and approved the purchase.

6. Purchases over \$250,000:

The *competitive sealed bid* process or competitive negotiation process is required resulting in a contract. The City Manager, Department Director, or designee shall determine the competitive bidding procedure for any particular purchase. The City Manager may execute the contract after the City Council has awarded the bid and approved the purchase. Alternatively, the City may follow the procedures set forth in RCW 39.07.270 for the competitive negotiation process.

7. Purchase Orders:

A purchase order is requested from the Finance Department either through the financial software or a direct request to Finance Department staff. All purchase order requests shall include total dollar amount of purchase and shall include a description of what is being purchased along with order date and expected delivery. Additional information on the purchase may be provided within the purchase order or attached to the purchase order once received. Purchase orders are signed by the individual with the appropriate authority. Once signed, purchase orders shall be forwarded to the Finance Department and to the vendor, if requested.

8. Change Orders:

Change orders may be approved by the approving authority if the total cost of change orders approved plus the original purchase/contract amount is within that persons authorization limit.

C. Cooperative Purchasing (Piggybacking) under Chapter 39.34 RCW

1. The City may join in cooperative purchasing arrangements with other public agencies for materials, equipment, and supplies by entering into written intergovernmental cooperative purchasing agreements (also known as interlocal agreements) to allow purchases using another agency's purchasing contract, with the goal of saving time and obtaining better prices and terms. The City Council must approve the intergovernmental cooperative purchasing agreement by resolution or ordinance before any such agreement may enter into force.
2. Per RCW 39.40.030, interlocal purchasing agreements must contain the following information:

- a. Contract duration
 - b. Each agencies name and legal nature of organization (municipality, district, state, etc.)
 - c. Purpose of agreement
 - d. The manner of financing
 - e. Methods to be employed in partial or complete termination of the agreement
 - f. Any necessary and proper matters
3. When State of Washington contracts are used through the Washington State Office of State Procurement (OSP) there are no additional bidding requirements.
4. When the City has entered into an intergovernmental cooperative purchasing agreement, the City may make purchases from the other agency's vendor contract if the vendor has agreed to such participation. A separate contract or purchase order between the City and the vendor is necessary, but no separate bid is required. When purchasing under the other agency's contract, the City is responsible for compliance with statutes (including bid limits) governing purchases by or on behalf of itself. Before making a purchase under such an agreement, the City must ensure that:
- a. The other agency complied with its own statutory requirements for awarding the bid, *proposal*, or contract. The other agency either i) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or *proposal* solicitations, or ii) provided an access link on the state's web portal to the notice (RCW 39.34.030 (5) (b)); and
 - b. The *request for bids* allows for the contract to be used by more than one local government.

D. Leases of Equipment without Option to Purchase

Leases of equipment without an option to purchase are not subject to competitive bid limits and do not need to be competitively bid. Department Directors may negotiate lease agreements for equipment when an outright purchase is not the preferred alternative. All leases shall adhere to the approval authority schedule (dollar amounts equal **total** lease payments.)

E. Annual Renewals

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Annual renewals for software, rentals, and any other purchase with an annual renewal option may be renewed at the City Manager/Department Director's discretion. Annual renewals may be assumed as a new "purchase" and the purchasing authority/process requirements apply as if the product were newly purchased unless otherwise approved by council.

F. Other Purchases

1. Federal Government – RCW 39.32.070-.090 authorizes cities to enter into contracts with the federal government or any agency thereof to purchase equipment, supplies, materials, or other property (real or personal), without regard to laws requiring advertising, giving of notices, inviting or receiving bids, or requiring the delivery of purchases before payment. The City Council may authorize by ordinance or resolution purchasing from or through the federal government for supplies, materials, electronic data processing and telecommunications equipment, software, services and/or equipment without calling for bids. The City Council may designate a City employee to enter a bid on behalf of the City at any sale of equipment, supplies, materials or other property owned by the federal government or any agency thereof, and to make any down payment, or payment in full, required in connection with the bid. No interlocal agreement is necessary.
2. Surplus Property from another government – The City may purchase or lease surplus real or personal property from the State or any local government, the federal government, or federally recognized Indian tribe, on such terms and conditions as may be mutually agreed upon by the two governments (RCW 39.33.010.) Except as otherwise provided for in law, the transfer must be at true and fair value (RCW 43.09.210).

IV. PUBLIC WORKS (RCW 35A.40.210, RCW 35.23.352)

A. Approval Authority:

Dollar Amount	Approval Required
\$0 to \$50,000	Department Director or Designee
\$0 to \$150,000	City Manager or Designee

Over \$150,000	City Council
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1. A project cannot be split into phases for the purpose of avoiding minimum dollar restrictions.

B. Bid Thresholds (RCW 35.23.352):

Amount*	Bid Process
≤\$75,500 (<i>single craft or trade</i>)	Direct Negotiation from <i>small works</i> roster** (<i>competitive bid process</i> not required and optional) or City day labor
≤\$150,000 (<i>multi-craft or trade</i>)	Direct Negotiation from <i>small works</i> roster**(<i>competitive bid process</i> not required and optional) or City day labor
>\$75,500 to \$350,000 (<i>single craft</i>) >\$150,000 to \$350,000 (<i>multi-craft</i>)	Small Works roster process** or <i>formal bid process</i> ; contract
>\$350,000	<i>Formal bid process</i> :

* Estimate does not include sales tax

** See requirements for small works roster in Section D below

1. The term “Public Works” is defined in Section IX.
2. To determine if a *public works* project must be competitively bid based on bid limit dollar amounts, the total cost of each project or purchase must be estimated using the costs of materials, equipment, supplies, and labor. This estimate does not include Washington State sales tax (WSST).
3. The City may use employees to construct *public works* projects by contract or day labor without calling for bids whenever the estimated cost of the *public works*, including the cost of materials, equipment, supplies, and labor does not exceed \$75,500 for a *single craft* or trade or \$150,000 for multiple crafts or trades (RCW 35.23.352). If the *public works* project exceeds these amounts but is \$350,000 or less, the City may use the *small works roster process* of RCW 39.04.152. The City cannot divide the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project (RCW 35.23.352).
4. Pursuant to RCW 35.23.352(1), the City may have its own regularly employed personnel perform work which is an accepted industry

practice under prudent utility management without a contract. For purposes of this section, "prudent utility management" means performing work with regularly employed personnel utilizing material of a worth not exceeding \$300,000 in value without a contract. This limit on value of material being utilized in work being performed by regularly employed personnel shall not include the value of individual items of equipment. For purposes of this section, "equipment" includes, but is not limited to, conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications and may also include surface water utilities.

5. *Public Works* over \$350,000 must utilize the *formal bid process* per RCW 35A.40.210, 35.23.352. The *formal bid process* shall be consistent with RCW 35.23.352, including, but not limited to:
 - a. Proper notice;
 - b. Bid requirements and deadline for bid submittal (at least 13 days after the last date of publication); and
 - c. Bid proposal deposit in amount not less than 5% of bid amount;
6. A project cannot be split into phases for the purpose of avoiding minimum dollar restrictions.
7. RCW 47.24.050 and 35.77.020 govern construction or repairs of streets or bridges. These statutes authorize the City Council by resolution or ordinance to contract with King County for repair or construction of any or all the City's streets, sidewalks, traffic control devices, drainage systems or bridges. No bidding requirements apply to such projects.
8. For all public works contracts, bidders must be *Responsible Bidders*.
9. Note: RCW 39.34.280 authorizes the City to waive the *competitive bid process* for the reasons stated in Section VI.F.

C. Unit Priced Contracts (Repair and Maintenance):

Amount*	Process
≤\$75,500 (<i>single craft</i>) ≤\$150,000 (<i>multi craft</i>)	<i>Competitive bid process</i> per RCW 35.23.352(13)
>\$150,000 to \$350,000	<i>Small Works bid process</i> per RCW 35.23.352 (<i>formal bid process</i> is acceptable but not required); contract

* Estimate does not include sales tax** See requirements for small works roster in Section D below

1. The City shall follow RCW 35.23.352(13) (as noted in RCW 35A.40.210) for unit priced contracts (all referred to as “on-call” contracts).
2. Unit priced contracts are considered a “public work” as described above. They are bid and awarded without a specific public works project or scope of work in mind, but rather are categorized around general types of anticipated work or trades. Most typically, these types of contracts are used for repair, renovation, and maintenance of City facilities. When a specific scope of work is identified, individual work orders are authorized based on either a “not-to-exceed” time and materials basis or a negotiated lump sum amount, using unit prices bid by the contractor.
3. Invitations for unit priced bids shall include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, and specify how the city will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. Contracts must be awarded to the lowest responsible bidder as per RCW 39.04.010. Whenever possible, the city must invite at least one proposal from a certified minority or woman contractor pursuant to under RCW35.23.352.
4. During a contract there may be occasions when the original unit/lump sum bid items will not cover work to be accomplished. In such situations, new line items may be added by change orders or the work may be accomplished under a time and materials work order, provided the total unit priced contract amount in the above table is not exceeded.
5. Multi-year contracts and contract extensions for unit priced contracts will be limited to a maximum of 3 years with the option to extend for an additional 1-year.

D. Small Works Roster Solicitation (RCW 39.04.152):

Amount*	Bid Process
≤\$75,500 (single craft) <\$150,000 (multi craft)	Direct negotiations from the Small Works roster; contract (see Section D2 for conditions)
\$150,000 to \$350,000	<i>Small Works roster process</i> ; contract (<i>formal bid process</i> is acceptable but not required)

>\$350,000	Formal bid process, see Section B:
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* Estimate does not include sales tax

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1. Small Works Roster Process–Generally

Department Directors or designees, and the City Manager or designee, may use the *small works roster* process of RCW 39.04.152 for *public works* projects with an estimated cost of \$350,000 or less. In using the *Small Work roster process* at RCW 39.04.152, the Department Directors or designees shall secure telephone, written, or electronic quotations from contractors on the appropriate *small works roster* to assure that competitive prices are established and to award contracts to the lowest *Responsible Bidders*. The invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. Detailed plans and specifications need not be included in the invitation. The Department Director or designee may at their discretion, invite/accept quotations from all contractors on any category on the *small works roster* that have indicated an interest in performing work in the applicable geographic area and have demonstrated that they can perform the work.

Whenever possible, the City shall invite at least one proposal from a certified minority or woman contractor pursuant to RCW 35.23.352(4).

2. Small Works Roster Process- Direct Contracting – Less than \$150,000 (RCW 39.04.152). RCW 39.04.152(4)(b) provides that local governments are encouraged and authorized to direct contract with *small businesses*, before contracting with other contractors on the appropriate small works roster without a competitive process pursuant to the following the procedures:

- i) If there are 6 or more contractors meeting the definition of *small business* on the applicable roster, the City must direct contract with one of those *small businesses* on the applicable roster that have indicated interest in performing work in the applicable geographical area.
- ii) If the City utilizes such direct contracting (per RCW 39.04.152(4)(b)(i)), then it must rotate through the contractors on the appropriate small works roster and must, when qualified contractors are available from the roster who may perform the work or deliver services within the budget described in the notice or request for proposals, and utilize different contractors on different projects. Businesses shall not be singled out for

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repeated contracting without showing documented attempts to contract with other businesses. This documentation shall be maintained in centralized file.

- iii) If there are 5 or less contractors meeting the definition of *small business* on the applicable roster, the City may direct contract with any contractor on the applicable roster.
- iv) *Small businesses*, minority, women, or veteran owned businesses must be notified on the applicable roster when direct contracting is utilized.
- v) A small, minority, women, and veteran-owned business utilization plan must be established.
- vi) If the City elects not to use the direct contracting process identified herein then it may not use direct contracting and must invite bids and electronically notify all contractors on the applicable roster that have indicated interest in performing work in the applicable geographical area.

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3. **Small Works Roster Process--\$150,000 through \$350,000**

If the estimated cost of the work is from **\$150,000 to \$350,000**, the City will invite bids notifying all contractors on the applicable *small works roster* that have indicated interest in performing work in the applicable geographical area.

4. **Projects \$350,000 and over**

Public works projects estimated to cost over \$350,000 must use a *formal bid process*, as noted in Section B above, pursuant to RCW 35A.40.210 and 35.23.352.

E. Competitive Bidding Exceptions (Purchases and Public Works):

1. Competitive bidding requirements for purchases and *public works* may be waived as authorized in RCW 39.04.280 for:
 - a. Purchases that are clearly and legitimately limited to a single source of supply;
 - b. Purchases involving special facilities or market conditions;
 - c. Purchases in the event of an *Emergency* (see below);
 - d. Purchases of insurance or bonds; and
 - e. *Public works* in the event of an *Emergency*.
2. If a Department Director or designee desires to waive the competitive bidding requirements for a purchase, the Department Director or designee shall submit a request to the Finance Director or the City

Manager, who, after consultation with the City Attorney, if determined to be necessary by the Finance Director or City Manager, will determine whether the waiver should be utilized. Immediately after award of a contract, the contract and the factual basis for the waiver must be recorded and open to public inspection.

3. If an *Emergency* exists in the opinion of a Department Director or designee, the City Manager or designee may declare an *Emergency*, waive competitive bidding requirements for the public work due to the *Emergency*, and award all necessary contracts to address the *Emergency*. Thereafter, the Department Director or designee must enter a written finding of the factual basis for the *Emergency* and enter it of record no later than two weeks following award of the contract(s).
4. Auctions: Per RCW 39.30.045, the City may purchase any supplies, materials, or equipment at auctions conducted by the government of the United States or any agency thereof, any agency of the state of Washington, any municipality or other government agency, or any private party without being subject to public bidding requirements if the items to be purchased can be obtained at a competitive price. This authority also allows a city to make a purchase on an internet-based auction service, such as eBay, as well as through more traditional, in-person auctions as long as it is not a fixed-price marketplace.

F. Interlocal Agreements:

The City may join in cooperative arrangements with other public agencies by entering into written intergovernmental cooperative agreements (also known as interlocal agreements). Upon approval of an interlocal agreement by the City Council, interlocal agreements may be executed by the City Manager.

G. Change Orders

1. The City Council authorizes the City Manager and Department Directors to approve changes to work *Public Works* in the following amounts not to exceed in the aggregate the Council approved budget.
2. Approval authority limitations refer to total cumulative dollar values. For instance, Project/Program Managers are authorized to approve multiple change orders per project providing that the cumulative total

change order dollars approved by the Project/Program Managers are below the \$10,000 threshold.

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Public Works, Small Works, Unit Priced Contract Change Orders

Dollar Limits	Approval Authority
\$0 to \$10,000	Project/Program Manager
\$0 to \$75,000 or 5% of the original contract amount, whichever is greater	Department Director or Designee
\$0 to \$150,000 or 10% of the original contract amount (whichever is greater) or as approved by City Council	City Manager or Designee
Exceeding budget amount or exceeding original contract authority including contingency	City Council

*The contract approval requests are required to include contingency amounts.

V. FEDERAL PROCUREMENT POLICY/GUIDELINES

A. Purpose

To establish and maintain internal controls that provide assurance that Federal awards managed through the Washington State Department of Transportation are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by the Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book), and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control Integrated Framework Principles. For guidance on *procurement* with federal funded programs managed through other agencies, see that respective agency's guidelines for policies and procedures.

B. Internal Controls

The City will maintain effective internal control over the Federal award, which will provide reasonable assurance that the City is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award:

1. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
2. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding

agency or pass-through entity designates as sensitive.

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C. Certification

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: *"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."*

D. Advance Payments and Reimbursements

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

1. Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
2. The City shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

E. Allowable Costs

Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute:

1. Be necessary and reasonable for the performance of the Federal award;
2. Conform to any limitations or exclusions set forth in these

principles or in the Federal award as to types or amount of cost items;

3. Be consistent with policies and procedures that apply uniformly to both Federally- financed and other activities of the City;
4. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
5. Be determined in accordance with generally accepted accounting principles (GAAP);
6. Not be included as cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period; and
7. Be adequately documented.

F. Procurement of Goods and Personal Services

When procuring property and personal services under a Federal award, the City will follow either 2 Code of Federal Regulations (CFR) §200.318 General *procurement* standards through §200.326 Contract provisions or City purchasing procedures, whichever is more restrictive. The following table outlines *procurement* requirements when using Federal funds.

Procurement Method	Goods	Services
Micro-Purchase (<i>Direct Negotiation</i>) – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute	\$0 to \$10,000	\$0 to \$10,000
Small Purchase Procedures (Informal – Vendor List) – Obtain/document quotes from a reasonable number of qualified sources (at least three firms).	>\$10,000 to \$250,000	>\$10,000 to \$250,000
<i>Formal Bid Process</i>	>\$250,000	>\$250,000

Competitive <i>proposals</i> (fixed-price or cost-reimbursement contracts)	Used when conditions are not appropriate for the use of sealed bids. • Must publicize in City's official publication(s) a <i>request for proposals</i> soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Contract must be awarded to responsible firm whose <i>proposal</i> is most advantageous to the program
Non-competitive <i>proposals</i>	Appropriate only when: • Available only from a single source; or • Public <i>emergency</i>; and • Expressly authorized by awarding or pass-through agency in response to written request from the City; or • After soliciting a number of sources, competition is deemed inadequate.

1. Approval authority required for goods shall be per Section III – A.
2. Approval authority required for services shall be per Section VII-A.
3. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
4. Contracts and sub-grants of amounts in excess of \$250,000 require that the City will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
5. The City will monitor *procurements* to avoid duplicative purchases. The City will also continue to enter into inter-entity agreements to realize cost savings for shared goods and services when possible.
6. The City will verify and document that vendors are not suspended or debarred from doing business with the Federal government.
7. Restrictive competition is not allowed for contracting for services.
8. Contract amendment process shall follow Section VII – B.

G. Procurement for Architectural and Engineering (A&E) Professional Services

Attachment C

1. A *formal advertising process* must be conducted for all *A&E Professional Services*. Requests for Qualifications (RFQs) are advertised in the City's official publication, RFQs must include the evaluation process for selection of interview, interviews must be conducted for all selected candidates. See Section VI-F for RFQ process.
2. A cost/price analysis must be performed prior to procuring *A&E Professional services*.
3. Restrictive competition is not allowed for contracting for services with the exception that geographic location may be considered as long as an appropriate number of qualified firms, given the nature and size of the project, are able to compete on the contract.
4. Contract amendment process shall follow Section VI – J.

H. Procurement for Public Works

1. For any *procurement* transaction, you must follow the Uniform Guidance Procurement Standards in 2 CFR §200.318-200.327 (except where explicitly excluded by the federal awarding agency) which requires consistency with State and local laws, federal laws, and any additional requirements imposed by the awarding agency or pass-through entity.

Procurement Method	Dollar Limits
Micro-Purchase (<i>Direct Negotiation</i>) – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.	\$0 to \$2,000 (subject to prevailing wages) \$0 to \$10,000 (not subject to prevailing wages)
Small Purchase Procedures (Informal – <i>Small Works Roster Process</i>) – Solicit for documented quotes from at least three firms.	>\$2,000 to \$250,000 (subject to prevailing wages) >\$10,000 to \$250,000 (not subject to prevailing wages)

Formal Bid Process	>\$250,000
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2. Approval authority required for goods shall be per Section IV – A
3. Change order process shall follow Section IV – F.

I. Single Audit Act

The City, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501, as well as all applicable Federal and State statutes and regulations.

J. Closure

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

K. Code of Conduct for use of Federal Funds

4. Purpose – The purpose of the Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.
5. Application - This Code of Conduct applies to all elected officials, employees or agents of the City engaged in the award or administration of contracts supported by federal grant funds.
6. Requirements - No elected official, employee or agent of the City shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, is involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:
 - a. The City employee, elected official, or agent; or
 - b. Any member of their immediate family; or
 - c. Their partner; or
 - d. An organization which employs or is about to employ any of the above.

7. No Solicitations/Gratuities - The City's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.
8. Remedies - To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the City's elected officials, employees or agents, or the contractors, potential contractors, subcontractors, or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

VI. CONTRACTS FOR CONSULTANT, VENDOR, AND ARTIST SERVICES

A. Approval Authority

Amount	Approval Authority	Process
\$0 to \$25,000	Department Director/City Manager or Designee	Consultant Roster or <i>Request for Proposal/Qualifications</i> ; Contract or Purchase Order
>\$25,000 to \$50,000	City Manager or Designee	Consultant Roster or <i>Request for Proposal/Qualifications</i> ; Purchase Order or Contract
>50,000 to \$150,000	City Manager or Designee	Consultant Roster or <i>Request for Proposals</i> or <i>Request for Qualifications</i> ; Contract
>\$150,000	City Council	<i>Request for Proposals</i> or <i>Request for Qualifications</i> ; Contract

B. Architectural and Engineering (A&E) Professional Services Process

Chapter 39.80 RCW requires the City to utilize a *Request for Qualification* (RFQ) selection process for *A&E Professional Services* and to negotiate a contract with the most highly qualified firm. The City must announce its need for such Services by formally publishing an announcement on each occasion when such Services are required or announcing generally to the public its projected requirements for any category or type of such Services (RCW 39.80.030). MRSC Rosters conducts the general announcement requirements for their rosters.

C. Non-A&E Professional Services (Personal Services)/Vendor Services Process

Non-A&E/Vendor services may be secured through direct selection from the consultant roster or by formal advertisement through the *Request for Proposal (RFP)* process. The City Manager may waive, at their discretion, the use of the consultant roster and the *formal advertisement process* for personal/vendor services.

D. Services \$150,000 or Less

For services estimated to cost \$150,000 or less, the Department Director, City Manager, or designee, may select firms or individuals from the consultant roster or they may issue a formal advertisement for consultant services. The Department Director/City Manager may issue a purchase order for *non-A&E/Vendor services* if the purchase order is for \$50,000 or less. The number of firms solicited from the roster is at the City Manager/Department Director's discretion.

E. Services More than \$150,000

For services estimated to cost more than \$150,000, the Department Director, City Manager, or designee shall prepare a formal advertisement for an *RFQ* or *RFP* (as appropriate) and publish it in the City's official publication in advance of the Department's requirements for such services. This requirement shall apply whether the announcement is for a category or type of service or for a specific need for services.

F. RFQ/RFP Process

1. An *RFQ/RFP* scope of services is prepared, and an advertisement is issued requesting perspective consultants to submit a Statement of Qualifications (SOQ) (for architectural/engineering services) or a Statement of Proposal (SOP) (for non-architectural/engineering services) for the project.
2. An the *RFQ/RFP* should include the following information:
 - a. The RFQ/RFP number (provided by City Clerk),
 - b. Project or service title,
 - c. The services needed,
 - d. City contact information,
 - e. Publication dates and submittal due date,
 - f. Submittal address,
 - g. How RFQ/RFP will be evaluated,
 - h. Process for selection,
 - i. Schedule for evaluation and selection, and
 - j. Title VI statement

3. The advertisement for services is prepared with the following information:
Attachment C
 - a. The RFQ/RFP number,
 - b. Project or service title,
 - c. Publication dates and publication source,
 - d. Submittal due date,
 - e. Submittal address,
 - f. Where to find RFQ/RFP,
 - g. Reservation of rights to make changes, and
 - h. Equal opportunity statement for disadvantaged, minority, and women-owned businesses.
4. Advertisement is sent to the City Clerk to post in the City's official publication. Advertisement should be sent to City Clerk a minimum of 2 working days prior to first date of posting.
5. It is recommended that advertisements be posted for a minimum of 3 weeks but no longer than 4. Deviations from the recommendation may be made depending upon the nature of the work and the time of advertisement.
6. The *RFQ/RFP* is sent to the City Clerk and are posted on the City's website.
7. Changes to the *RFQ/RFP* or advertisement period are acceptable. Any changes must be made through an addendum and posted to the City's website. It is recommended that no addendum be issued within 2 days of the *RFQ/RFP* deadline unless the change extends the deadline for submittal or the change is minor and would not significantly change the outcome of an SOQ/SOP.
8. SOQ/SOPs may be received either by mail or in electronic form via e-mail by the project manager/requesting department.
9. SOQ/SOPs are reviewed for completeness and to verify they were received prior to the deadline. Submittals incomplete or received after the deadline are to be rejected.
10. After SOQ/SOPs are reviewed, those found acceptable are held for consideration for interview/selection. SOQ/SOPs are delivered to a panel for review.
11. The panel reviews SOQ/SOPs and creates a recommended list of applicants to interview or to select. It is at the City Manager/Department Director's discretion to interview candidates or to immediately select a candidate for contracting.

12. If interviews are held, questions are prepared in accordance with the *RFQ/RFP*. All candidates are given the same questions to answer. It is up to the department on the meeting format, what questions to ask, and how many to ask.
13. Once a candidate is selected for contracting, all other candidates are notified of the results.
14. For projects/services utilizing federal dollars, consult with the grant agency for any additional requirements to securing services.

G. Contracting

City contract templates should be used for all service contracts, unless the services involve highly technical services, such as computer software application licensing and maintenance, in which case the contract form of the firm or company may be used, after review by the Department Director/City Manager or designee, in consultation with the Finance Director and the City Attorney. For federal funded work, the contract form from the granting agency is required.

H. Cooperative Purchasing (Piggybacking) under Chapter 39.34 RCW

1. The City may join in cooperative purchasing arrangements with other public agencies for architectural or engineering services by entering into written intergovernmental cooperative purchasing agreements (also known as interlocal agreements). Interlocal agreements may be executed by the City Manager upon approval of the City Council consistent with RCW 39.04.030.
2. When State of Washington contracts are used through the Washington State Office of State Procurement (OSP) there are no additional bidding requirements.
3. The agency contracting with the architectural or engineering firm must comply with requirements as outlined under Chapter 39.80 RCW.
4. The services to be provided for any agency utilizing an interlocal agreement must be related to, and within the general scope of, the services the architectural or engineering firm was selected to perform, and any agreement must be executed for a scope of work specifically detailed in the agreement.
5. Interlocal agreements must be entered into prior to commencement of the *procurement* of any such services.

I. Artists

Attachment C

1. Services for artists may be secured similarly to Non-A&E Professional Services.
2. Artist solicitations may be made through formal advertisement, artists registries, or artist rosters as identified in the City's adopted art policies.
3. Contract amount must include the artist's time and effort to design and install the artwork. Contract work not performed by the artist may be excluded from the artist contract at the City Manager/Department Director or designee's discretion.

J. Contract Amendments

1. The City Council authorizes the City Manager and Department Directors to approve amendments to work or contracts for *A&E Professional Services* and *non-A&E Professional Services* in the following amounts not to exceed in the aggregate the approved project budget and/or authorization.
2. Approval authority limitations refer to total cumulative dollar values. For instance, Department Directors are authorized to approve multiple amendments per contract providing that the total amended dollars approved are below the \$25,000 threshold in the aggregate

Dollar Limits	Approval Authority
No change in contract amount	Project/Program Manager
\$0 to \$25,000	Department Director or Designee
\$0 to \$50,000 or as approved by City Council	City Manager or Designee
Exceeding budget amount or exceeding original contract amount including contingency	City Council

*The contract approval requests are required to include contingency amounts.

VII. COMMUNITY SERVICE ORGANIZATIONS

A. Approval Authority

Amount	Approval Authority	Process
\$0 to \$75,000, per year (not contract)	Department Director/City Manager or Designee	<i>Direct Negotiation</i> ; Contract or Purchase Order

B. Process

1. Without regard to competitive bidding, the City may contract with a chamber of commerce; a service organization; a community, youth, or athletic association; or other similar association located and providing service in the immediate neighborhood.
2. The City may also use volunteers (to whom no wage or salary compensation is paid in the project) and provide the volunteers with clothing or tools; meals or refreshments; accident/injury insurance coverage; and reimbursement of their expenses.
3. The services received by the City shall have a value at least equal to two times that of the payment to the service organization based upon the value of the improvements, artworks, equipment, maintenance, etc.
4. Per RCW 35.21.278, all payments made by a City under the authority of this section for all such contracts in any one year shall not exceed \$75,000.

C. Types of Services

Types of services allowed:

- Plan design
- Improvements to parks, school playgrounds, public square, or other public spaces
- Installation of equipment or artwork
- Maintenance services for
 - The above improvements/installations, or
 - Neighborhood/community project facilities, or
 - Environmental justice stewardship or sustainability projects

VIII. INVOICES

All invoices may be approved by the City Manager, Department Director, or designee. Invoices for contracted work may be approved by the Project/Program Manager responsible for managing the contract.

IX. DEFINITIONS

A&E Professional Services - Those professional services rendered by any person, other than as an employee of the City, within the scope of the general definition of professional practice in Chapters 18.08, 18.43, or 18.96 RCW. These general definitions include, but are not limited to, the practice of architecture, engineering, landscape architecture, and land surveying.

Best Practice Purchasing - Whenever formal written quotes/bids or telephone quotes are not required, competitive relationships with vendors/suppliers/contractors will be shopped or negotiated to assure competitiveness and reasonableness in achieving low cost, good quality and service.

Budget Authority - Person(s) authorized to spend funds up to amounts as budgeted on behalf of the City.

Competitive Bid Process – Per RCW 35.23.352, a competitive bid process is to mean a formal bid process (RCW 35.23.352(1)) or the Small Works roster process (RCW 35.23.352(4)). Direct negotiation is not considered a competitive bid.

Direct Negotiation – Contractors, vendors, or consultants may be selected under procedures consistent with RCW 39.04.152 (see bidding requirements above) without soliciting bids/quotes from other firms/companies. Contractors, vendors, and consultants must be selected from the Small Works roster.

Emergency – Unforeseen circumstances beyond the control of the City that either i) presents a real, immediate threat to the proper performance of essential functions; or ii) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken (RCW 39.34.280(3)).

Formal Bid/Advertisement Process – For *Public Works* notice to bidders is advertised and sealed bids are required. Usually, the bid document is very detailed and specific. For Architectural/Engineering and other professional services, and *RFQ/RFP* process is required.

Labor Surplus Area - A civil jurisdiction that has a civilian average annual unemployment rate during the previous two calendar years of 20% or more above the average annual civilian unemployment rate for all states (including Puerto Rico) during the same 24-month reference period. If the national annual average unemployment rate during the referenced period is less than 6.0% then the qualifying rate is 6.0%. If the national annual average unemployment rate during the referenced period is above 10% then the qualifying rate is 10%. See U.S. Department of Labor for a list of Labor Service Areas.

Non A&E Professional Services – Non-A&E Professional Services (Personal Services) involve technical expertise provided by a consultant to accomplish a specific study, project, task, or other work. These activities and products are mostly intellectual in nature, and they do not include architecture and

engineering services, which have their own requirements. Examples of non-A&E professional services included in this category are: Accountants, artists, attorneys, bond brokers, ^{Attachment C} Computer programmers/consultants, insurance brokers, economists, financial analysts, planners, real estate appraisers, and codifiers of municipal ordinances.

Procurement – The purchase of materials, equipment, supplies, software, or services.

Proposal – A response of a consultant that describes key personnel, technical approaches, experience of the consultant, and familiarity with the area, time schedules, work plan, cost, and other information relating to the specific service being sought.

Public Work(s) – RCW 39.04.010 defines “public work” as all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. The term “ordinary maintenance” is not defined by RCW 39.04.010, which is part of the “Public Works” Chapter of the RCW. Ordinary maintenance” is defined by WAC 296-127-010, which defines “public work” for purposes of Chapter 39.12 RCW, relating to prevailing wages on public works. Chapter 39.12 RCW provides insight into the definition of “public work” in RCW 39.04.010, because RCW 39.04.010 states that all public works, including maintenance when performed by contract, shall comply with Chapter 39.12 RCW. WAC 296-127-010(7)(a) defines “public work” as all work, construction, alteration, enlargement, improvement, repair, and/or demolition that is executed by contract, purchase order, or any other legal agreement and that is executed at the cost of the City. This regulation also states that a public work includes maintenance, except “ordinary maintenance.” This regulation defines “ordinary maintenance” as work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year), to service, check, or replace items that are not broken, as well as work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary. Thus, all maintenance work performed by contract and all regularly schedule work that is required to maintain an asset but that is not performed pursuant to a contract is a “public work,” which must comply with these Purchasing Policies as they relate to public works.

Responsible Bidder - A bidder on a *public works* contract who meets the responsibility criteria of RCW 39.04.350 prior to award of a *public works* contract.

Request for Bid (RFB) - A process through which written or electronic bids are solicited from contractors on an agency's *small works roster* or through a competitive sealed bid process for *public works* contracts in which price is the primary basis for consideration and contract award. See Chapter VI(F) for more information.

Request for Proposal (RFP) - A solicitation sent to known vendors or consultants which indicates in a general manner the work or type of service which the city desires to contract. RFPs generally solicit qualifications, approach, price, and ideas from experienced and knowledgeable vendors and consultants. See Chapter VI(F) for more information.

Request for Qualifications (RFQ) - A method of soliciting competitive proposals that considers and evaluates companies based on a basis of demonstrated competency and qualification rather than price. This process is typically used for A&E services where price is not a consideration. An RFQ will generally result in a negotiated contract.

Shared Public Roster - A system of rosters established by a government agency as a means of soliciting and notifying businesses and contractors about opportunities to respond to bids and proposals. The City currently uses the public roster established by the Municipal Research Services Center (MSRC).

Single/Multi Craft - A single craft involves work that requires only one craft or trade and a multi-craft involves work that requires more than one craft or trade. Individual crafts (trades) are identified on the Washington State Department of Labor and Industries list of Prevailing Wages.

Small Business- Small business means a business meeting certification criteria for size, ownership, control, and personal net worth adopted by the office of minority and women's business enterprises in accordance with RCW 39.19.030.

Small Works Roster Process - A process for awarding contracts for *public works* estimated to cost \$350,000 or less, in lieu of competitive bidding, pursuant to RCW 39.04.152 (applied to the City through RCW 35A.40.210, 35.23.352 and RCW 39.04.152). This process involves creation of small works roster for specialties or categories of work, placement of responsible contractors on the roster list, issuance of invitations for quotes to contractors on the list, securing of quotes from contractors on the list to assure establishment of a competitive price is established, and award of contracts to the lowest *Responsible Bidder*. See Chapter IV(D) for more information on the process.

Statement of Qualifications - A response to a *Request for Qualifications* (RFQ) wherein the prospective consultant provides information relating to

the consultant's qualifications to perform the type(s) of work and services being sought, and may include brochures, resumes of key personnel, descriptions of work completed in other places, references, etc. Price may not be used as an evaluation criterion in requesting Statements of Qualifications in response to an RFQ for architectural, engineering, landscape architectural, and land surveying services.

Vendor (Purchased) Services – Vendor (Purchased) services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. Examples of such services include but are not limited to: Delivery/courier service, garbage pickup, vehicle inspection and maintenance, vector services.

APPENDIX A.

Competitive Bids for Public Works

Note: Federal regulations may conflict with or be different from the following. In the case of conflict, Federal regulations take precedence for projects utilizing Federal Funds.

An advertisement or *Request for Bid* of a *Public Works* project should include the following information:

- Title of the project.
- Location where detailed plans, specifications, and contract documents are available for review or purchase.
- Date, place, and time that the bids are due.
- Date, time, and place of bid opening.
- Statement that the City is an equal opportunity employer and invites responsive bids from all qualified *Responsible Bidders*.

The advertisement for Bid must be posted on the City's website and published in the City's official publication by the City Clerk once a week for two consecutive weeks with the last publication being at least 13 calendar days prior to the last date upon which bids will be received.

Detailed Plans and Specifications

Detailed plans and specifications of *public works* project will be prepared at the direction of the requesting Department Director, along with an estimate of the cost of such work. The plans and specifications will be approved by the Department Director. The proposed contract for work shall be reviewed by the City Attorney and included in the specifications. The plans and specifications will be posted on an on-line Plan Center or on the City's website.

Any changes or clarifications to the contract documents, specifications, or design drawings made after advertising and before the bid submittal deadline, should be issued to all document holders as numbered and dated addenda.

Bid Log

The City Clerk must prepare a log (this is a formal public record) containing the following information:

- a. The name, address and phone number of every person and company who received a copy of the detailed plans and specifications for the project and the date and time they were provided.
- b. If communications with prospective bidders occur during the bid period, a record of the substance of the communication must be kept and contained within the project documents.

Bid Opening

The City Clerk will be present at all public bid openings to verify the date and time of bid submittals; open each bid *proposal*; announce the bids of each submitter; record the unit prices, sales tax, delivery charge if applicable, and total cost of each bid proposal. The City Clerk will prepare a tabulation of bid results, which will be posted to the City's web site and made available to the public immediately following the public bid opening.

Bid Award

The requesting Department will evaluate the bids for responsiveness, the presence of unbalanced bids, and price. The requesting Department will also determine and document that the bidder submitting the lowest responsive bid meets the *Responsible Bidder* criteria of RCW 39.04.350(1) and any supplemental bidder responsibility criteria established and included in the bidding documents, consistent with RCW 39.04.350(2). The requesting Department shall then prepare a contract, reviewed as to form by the City Attorney, and submit the documentation for approval per these Purchasing Policies.

All bid *proposal* deposits must be returned to unsuccessful bidders. The 5% bid bond of the successful bidder will be retained until a contract is entered into and a payment and performance bond for the work is furnished, with surety satisfactory to the Department Director or City Manager. If the successful bidder fails to enter into the contract in accordance with the bid and fails to furnish a payment and performance bond within 20 days from the date of being notified of award, the 5% guaranty will be forfeited to the City. The Department Director or City Manager may extend the deadline at their discretion.

Bid Protest

Per RCW 39.04.105:

(1) Within two business days of the bid opening on a *public works* project that is the subject of competitive bids, the municipality must provide, if requested by a bidder, copies of the bids the municipality received for the project. The municipality shall then allow at least two full business days after providing bidders with copies of all

bids before executing a contract for the project. Intermediate Saturdays, Sundays, and legal holidays are not counted.

(2) When a municipality receives a written protest from a bidder for a *public works* project that is the subject of competitive bids, the municipality must not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the municipality's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than:

- (a) Two full business days following bid opening, if no bidder requested copies of the bids received for the project under subsection (1); or
- (b) Two full business days following when the municipality provided copies of the bids to those bidders requesting bids under subsection (1). Intermediate Saturdays, Sundays, and legal holidays are not counted.

Public Record

Immediately after opening of the bids, the original of every bid *proposal* and a copy of the bid log will be filed with the City Clerk for retention; the bids are a public record. A copy of the *proposal* of the successful bidder should remain with the initiating Department until completion of the project.

Rejection of Bids

Based on the evaluation of bids, the initiating Department may recommend that all bids be rejected. The City Council may also reject any or all bids when the public interest is served. If bids are rejected, the initiating Department will inform the bidders in writing. A rejection of bids may occur and is not limited to the following reasons:

1. The bids exceed the engineering estimate and or the amount that the City has available for the project,
2. The bidder(s) does(do) not meet the *Responsible Bidder* criteria of RCW 39.04.350 (1) or any supplemental bidder responsibility criteria established in the bidding documents.
3. The bidder(s) has(have) not shown to have sufficient experience to perform the work.

Any contact by the bidder with a member of the City Council that regards the *Request for Bid* may be grounds for bid rejection.

APPENDIX B
Right of Way Acquisition Procedures (RCW 35A.47.020)
Attachment C

The City of Kenmore (CITY) shall, to the greatest extent possible, expeditiously negotiate all fair market value offers (FMV) for the acquisition of right-of-way and other real property rights. However, the CITY recognizes the fact that differences of opinion as to FMV or other compensation components may occur with property owners. These differences typically exceed the FMV offered by the CITY. In such cases, an Administrative Settlement may be necessary where the CITY will continue to negotiate considering all the information supporting just compensation in excess of the CITY'S calculation of FMV's. FMV of all acquisition costs and all property impact costs shall be rounded up to the nearest \$100.

The CITY's and property owners shall work towards a mutual and reasonable agreement on just compensation. All reasonable counter offers by the property owner will be submitted to the Department Director or his/her designee for review. If in agreement, the Department Director or his/her designee will coordinate with the assigned negotiator and other CITY staff and prepare a letter of support and justification towards an Administrative Settlement. The extent of the letter of support is a matter of judgment and will be consistent for all property owners, subject to the circumstances and the amount of money involved. Considerations in the letter of support may include, but are not limited to, all available pertinent appraisals, range of unit price value, unanticipated impacts, range of testimony in a condemnation trial, construction schedules, prior court awards, trial costs (legal counsel) and the public interest. The letter of support shall contain a detailed background of the project and the process for generating the original offer, a summary of the justification for the settlement, and the final conclusion. Authority for approval of administrative settlement proposals during project negotiations shall be in writing and delegated as follows:

- SENIOR CIVIL ENGINEERS and CAPITAL PROJECTS MANAGERS are authorized to approve settlements up to \$2,500 or 10%, whichever is the lesser, above the appraised FMV.
- DEPARTMENT DIRECTORS are authorized to sign all determination of values (DVs), approve acquisitions up to \$25,000, and approve administrative settlements up to \$20,000 above the CITY'S FMV (\$45,000 total authority).
- The CITY MANAGER is authorized to approve acquisitions and relocation payments up to \$350,000 including any administrative settlements above the CITY'S FMV.

- The CITY COUNCIL will approve all right of way costs that exceed \$350,000.

Attachment C

City Appraisal Waiver Valuation:

According to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, an appraisal waiver process is approved for Washington State. The procedure are approved as follows:

Rules

- A. The City may elect to waive the requirement for an appraisal if the acquisition is simple and without complication and the compensation estimate indicated on the ROW Funding Estimate is \$35,000.00 or less including cost-to cure items.
- B. The City must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$15,000 or less.
- C. The City must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$15,001 and up to \$35,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of an Waiver Valuation as no review is mandated. The preparer needs to ensure that the compensation is fair and that all the calculations are correct.

Procedures

- A. A Waiver Valuation is prepared using comparable sales found at the time of preparation.
- B. The Waiver Valuation is approved by Department Directors.
- C. Upon signature, an offer to the property owner(s) is authorized once the Senior Civil Engineer/Capital Projects Manager has completed a spot check for the project.

City of Kenmore

Purchasing and Contracting Policies and

Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
I. Mission, Goals, Policy Statement, and General Guidelines	Bullet 1 Mission Bullet 2. Goals	Establishes general policy and guidelines for all chapters.	Added "personal services/vendor"
	Bullet 4. City Manager Authority		- Added changes to law/code as part of the City Manager's authority to modify the policy. - Added term "administrative changes"
	Bullet 9. Solicitations		Changed "LAG Manual" to "State Law"
	Bullet 10. Right of Way Acquisition		Removed dollar values and referenced a new Appendix B
	Bullet 11. Washington State Sales Tax		Adds clarification on WA sales tax application
	Bullet 13. Delegation of Authority		Adds clarification on how delegation of authority should be handled
	Bullet 14. Official Publication (NEW)		Defines the City's official publication
	Bullet 15. Small Works Roster (NEW)		Defines the City's official roster
	Bullet 16. Consultant Roster		Defines the City's consultant roster
	Bullet 17. Vendor List		Defines the City's vendor list
	Bullet 18. Unresponsive Solicitations		Provides guidance if no responses are received for a formal solicitation
	Bullet 19. Interagency Contracting		Establishes authority requirements for such contracting
	Bullet 20. Artistic Services		Established how artistic services are to be obtained.

City of Kenmore

Purchasing and Contracting Policies and

Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
II. Regulations and Reference		Lists applicable state law related to municipal purchasing	Updated RCW's per changes made to state law
III. Purchase of Supplies, Materials, Software, and Equipment Not Related to Public Works	Section A - Approval Authority	Establishes purchasing thresholds, methods for purchasing, and approval authority for City Staff on purchases.	- Dollar values were increased to match state law - Approval authority dollar values were increased for City Staff - Added City Manager to approval authority - Added software purchases to policies
	Section B - Process		- Dollar values increased to reflect changes in Section A. - Added clarification on purchase orders - Added change order authority
	Section C - Cooperative Purchasing		- Established approval mechanism - Added required information in an interlocal agreement
	Section D - Leases of Equipment without Option to Purchase		No Substantive Changes
	Section E (NEW) - Annual Renewals		-Sets policy that an annual renewal may be considered a "new" purchase with corresponding authority set in the policy.
	Section F - Other Purchases		- Clarifies authorization process for federal purchasing agreements

City of Kenmore

Purchasing and Contracting Policies and

Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
IV. Public Works	Section A - Approval Authority	Establishes purchasing policies for Public Works projects	- Adjusted authority levels for city staff - Add restriction on phasing projects to avoid limits
	Section B - Bid Thresholds		- Bid thresholds for Public Works projects increased to match current state law - Adds options for using city staff to perform work - Bid process changed to match current state law
	Section C - Unit Priced Contracts		- Bid thresholds increased for Unit Price contracting to match current state law - Added relevant state law references - Clarifies policy on how unit price contracts should be bid. - Updated contract term limits to match current state law
	Section D - Small Works Roster		- Bid thresholds for Small Works projects increased to match current state law - Provides flexibility on allowing other contractors to bid on a city project - Adds direct contracting option for small businesses - For estimates over \$150K, requires that all businesses under the relevant roster be sent a notice of invitation to bid. - Limited PW process removed, no longer allowed
	Section E - Competitive Bidding Exceptions		- Changes authorization to declare a public emergency from the department director to the City Manager - Add auctions
	Section F (NEW) - Interlocal Agreements		- Allows for contracting with other agencies for small works projects

City of Kenmore

Purchasing and Contracting Policies and

Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
	Section G - Change Orders		- Expands change order authority to all Directors - Increases change order authority to staff - Added clarification on spending limitations

City of Kenmore

Purchasing and Contracting Policies and

Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
V. Federal Procurement Policy/Guidelines	Section A - Purpose	Establishes process for contracting when federal dollars are involved	- Emphasized this chapter is for federal awards managed through WSDOT
	Section B-E		No Substantive Changes
	Section F - Procurement of Goods and Personal Services		- Increases thresholds to match new federal law - Added clarification to on approval authority limits and contract amendments
	Section G (NEW) - Procurement of A&E Services		- Adds policy for consultant services
	Section H (NEW) - Procurement for Public Works		- Add policy and thresholds for Public Works projects per federal law
	Section I-K		No Substantive Changes

City of Kenmore

Purchasing and Contracting Policies and

Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
VI. Contracts for Consultant, Vendor, and Artist Services		Provides policy on using consultants, vendors, and artists.	- Adjusts thresholds for process to meet with current state law - Increases approval thresholds for staff
	Section A - Approval Authority		
	Section B - A&E Professional Services Process		No Substantive Changes
	Section C - Non-A&E Services/Vendor Services Process		- Establishes process for personal services and vendor services contracting
	Section D - Services \$150,000 or Less		- Adjusted threshold for using the roster to meet with current state law - Sets purchase order limit for non-A&E Services - Additional language to clarify process
	Section E - Services More than \$150,000		- Adjusted threshold for when formal advertisement is required to match state law
	Section F (NEW) - RFQ/RFP Process		- Establishes process for formally advertising for services using an RFQ/RFP process
			- Add the Finance Director as reviewer for using alternatives to contract templates.
	Section G - Contracting		
	Section H - Cooperative Purchasing		No Substantive Changes
	Section I (NEW) - Artists		- Establishes process to secure artists similar to non-A&E process - Allows use of an artist's registries, or rosters identified in any city adopted art policy - Establishes what should be included in an artist's contract

City of Kenmore Purchasing and Contracting Policies and Summary of Changes Made

Chapter	Section/Bullet	Purpose	Changes Made
	Section J (NEW) - Contract Amendments		- Grants city staff approval to make changes to service agreements - Establishes thresholds for staff approval on changes to service agreements
VII. Community Service Organizations (NEW)	Section A - Approval Authority	Establishes policy for using community organizations	- Establishes thresholds for process - Allows staff full approval authority on all contracts
	Section B - Process		- Establishes maximum dollar value for using community services in accordance with state law - Defines community organizations allowed - Provides allowance for volunteers - Establishes paramaters for payment to organizations
	Section C - Types of Services		- Defines what types of services are allowed
VIII. Invoices (NEW)		Process for invoice approvals	- Establishes authority to city staff for approving invoices
IX. Definitions		Standard definitions for terms used within the policy	- Added new definitions
Appendix A		Formal bid process for Public Works projects	- Updated procedures to match current practices and to meet current state law
Appendix B		General guidelines when purchasing property for right of way use	- Establishes approval authority for staff - Establishes guidelines for waiving appraisals

CITY OF KENMORE

Purchasing Policies Update

Presented by: John Vicente, Engineering Director



Purpose

- Many different types of purchasing
- Several state law requirements
- Consistency and predictability



Why Update

- Last update November 2017
- Several changes in state law (July 2024)
- Some typical purchasing practices not identified in policy
- Cost to do business has increased



Changes Proposed

- Updates to reflect changes in state law
- Increase approval authority for staff
- Reorganized for better flow
- Add missing information
- Grammatical and format changes



Chapter I and II

Mission/Goals/Policy Statement ... and Regulations/References

- Added new terms
- Clarified existing policies/guidelines
- Defined City's roster
- Added artistic services
- Updated to match current RCW



Chapter III

Purchase of Supplies, Materials, Software, and Equipment Not Related to Public Works

- Added software to the chapter
- Increased direct purchasing authority for staff
 - Department Directors – from \$2,000 to \$5,000
 - City Manager – from \$50,000 to \$150,000
- Adjusted procedure for selection and payment/contracting
- Changes to orders added
- Added annual renewal provisions – considered “new” purchase



Chapter IV

Public Works (formal bid, unit priced, small works)

- Increased direct approval authority for staff
 - Department Director: from \$25K to \$50K
 - City Manager: from \$50K to \$150K
- Revised bid thresholds and process to conform to RCW
- Add allowance for using staff to perform work
- Provides preferential allowance for small businesses
- Adds auctions to competitive bidding exemptions
- Increased direct change order authority for staff
 - Department Director: increased \$50K to \$75K or 5% of original contract (highest)
 - City Manager: added 10% of original contract amount (highest)



Chapter V

Federal Procurement Policy/Guidelines

- Increase bid threshold amounts to meet federal law
- Clarified requirements for professional service and Public Works contracts



Chapter VI

Contracts for Consultant, Vendor, and Artist Services

- Added artist and vendor services
- Consolidated all consultant services under one chapter
- Increased approval authority for city staff
 - Department Director: from \$10K to \$25K
 - City Manager: from \$50K to \$150K
- Increased contracting thresholds to match current RCW
- Added RFQ/RFP process
- Added policy on contract amendments and included approval authority
 - Department Director: \$25K
 - City Manager: \$50K or as approved



Chapter VII

Community Service Organizations

- New
- Establishes full approval authority to City staff
- Maximum annual amount: \$75K per RCW
- Competitive bidding not required
- Defines types of organizations
- Allows use of volunteers
- Defines types of qualifying services



Chapter VIII

Invoices

- New
- Sets authority for approving invoices



Chapter IX

Definition

- New definitions added for clarity



Appendices

- Appendix A: Competitive Bids for Public Works
 - Modified to reflect changes in state law and current city practice
- Appendix B: Right of Way Acquisition Procedures
 - Established approval thresholds for purchasing property rights
 - Provides guidelines on determining offers
 - Provides guidelines on property appraisals



Why Increase Approval Authority?

- Current thresholds since 2011
- Cost have gone up....significantly since then



- 2010-2020: 45% ↑
- 2020-2021: 37% ↑
- 2021-2024: 15% ↑

97% ↑
2010-2024

Increases in PW Contracts

Kenmore Trends

- Construction cost per LF to build sidewalk
 - 2010: \$464.19
 - 2014: \$591.95
 - 2016: \$853.97
 - 2017: \$884.58
 - 2019: \$1,167.34
 - 2020: \$1,161.88

150% ↑
2010-2020



Increase in Engineering Costs Kenmore Trends

- Consultant Cost per LF of design

- 2010: \$107.72
- 2013: \$112.22
- 2015: \$115.22
- 2017: \$154.23
- 2024: \$285.82

165% ↑
2010-2024

- Construction Management Cost, hourly rates

- | | |
|-------------------------------|---------------------------|
| • 2016: Inspector \$96.61/hr | Res. Engineer \$125.70/hr |
| • 2017: Inspector \$87.26/hr | Res. Engineer \$ 99.83/hr |
| • 2019: Inspector \$125.11/hr | Res. Engineer \$155.72/hr |
| • 2020: Inspector \$123.71/hr | Res. Engineer \$157.68/hr |
| • 2023: Inspector \$174.43/hr | Res. Engineer \$207.66/hr |

Inspector Res. Engineer
81% ↑ **65%** ↑
2016-2023

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City Manager Authority Comparison

Description	Current Authority (year established)	Proposed New Authority	Percent increase (inflation)
Purchase of supplies/materials	\$50,000 (2011)	\$150,000	200% (97%)
PW Contracts	\$50,000 (2011)	\$150,000	200% (150%)
PW Contracts, Change Orders	\$150,000 (2011)	\$150,000	No change
Consultant and vendor contracts	\$50,000 (2011)	\$150,000	200% (81%-165%)
Consultant contract amendments	\$0	\$50,000	New authority
Community Organizations (NEW)	N/A	\$75,000	New authority



Comments and questions:

John Vicente
Engineering Director, Engineering Department
jvicente@kenmorewa.gov
425 398 8900





City of Kenmore, Washington

Memorandum

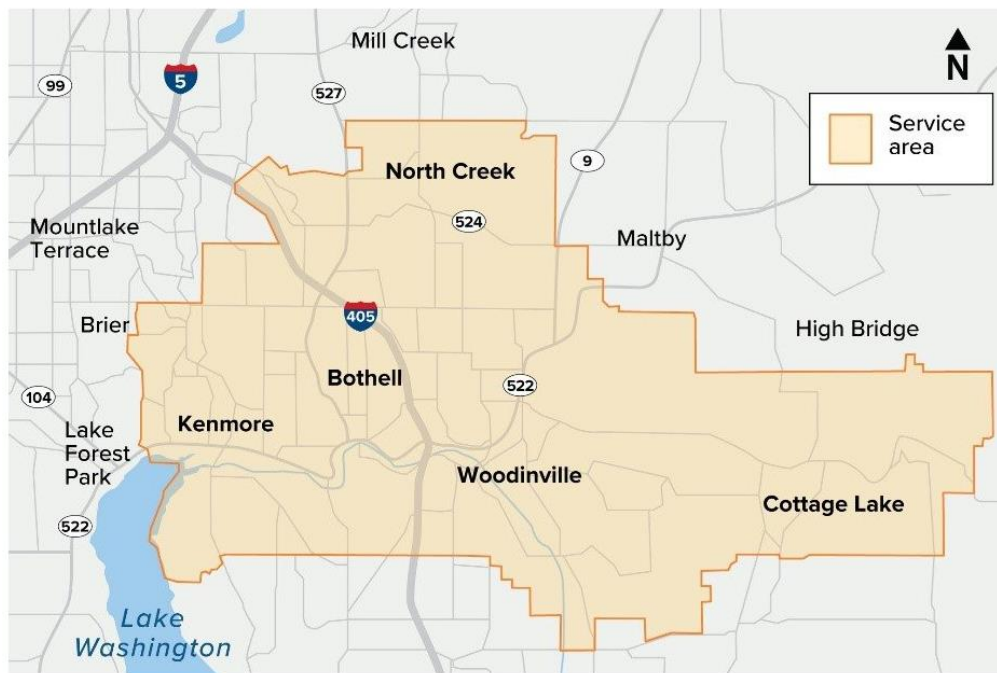
Date: July 19, 2024

To: Rob Karlinsey, City Manager

From: Maurita Colburn, Recreation Program Supervisor
Jennifer Gordon, Public Works Operations Director

Regarding: Northshore Parks & Recreation Service Area (NPRSA) Workplan Update

Background: The NPRSA is a special tax district established by voters in 1988, with the initial purpose to acquire property and construct a senior activities center. The purpose of the NPRSA is to levy taxes and use the revenue to develop, build, and maintain parks and recreation facilities to serve the residents of Bothell, Kenmore, Woodinville, King and Snohomish Counties. It is overseen by a governing board of one (1) representative from each jurisdiction and shares its boundaries with the Northshore School District (see NPRSA service area map below). The NPRSA is unique among Washington State special tax districts in its focus on facilities for older adults.



Northshore Parks & Recreation Service Area Boundary Map

18120 68th Ave NE, Kenmore, WA 98028

Office: (425) 398-8900

cityhall@kenmorewa.gov

www.kenmorewa.gov

The NPRSA owns and maintains two facilities to serve older adults: the Northshore Senior Center and the Health & Wellness and Adult Day Center, located in Bothell. The Northshore Senior Center, through a tenant contract, provides the programming at the NPRSA owned facilities. Voters approved a six-year levy in 2019 (2020 through 2026) to fund maintenance at the NPRSA's current facilities, the Northshore Senior Center and Health & Wellness and Adult Day Center in Bothell.

As the current levy cycle is coming to an end the NPRSA is preparing for another six-year levy. The discussion has been focused on maintenance/repair needs of its current facilities and planning for future expansion. To maintain its current facilities, there is a combination of deferred maintenance, and the aging facility will require future system replacements, major repairs, and/or upgrades. This requires a levy renewal approval.

The NPRSA has a dilemma, do they go to the voters in this next levy cycle for a single levy that includes taking care of its current facilities and expansion plans or do they go to the voters with two separate levies: current facilities and future community center?

The NPRSA Board is discussing the needs of the current facilities to gain an understanding of what is needed to maintain and operate the two facilities over the span of the next six-year levy period. The NPRSA does not currently provide any funding for the Kenmore Senior Center, which is an extension of the Northshore Senior Center programming. But the Kenmore building has been part of the discussion for the upcoming levy.

As for expanding its facilities, the NPRSA is currently undergoing a needs assessment, and imminently, an initial site searching process with the intention to add another facility expanding services to include youth. The components and timeline for the process are as follows:

NPRSA Youth Community Center Study

Schedule	Tasks
February– March 2024	Market and Needs: • Define Project Service Area • Market Analysis • Initial Program Development
April – June 2024	Outreach/Program • Identify Stakeholder Groups • Community Survey #1/Program Development Needs • Site Selection Sharing
June – July 2024	Identify Sites • Identify Site Priorities • Generate Initial Site Opportunities List • Site Selection Sharing/Confirmation
July 2024	Site Culling

	• Reduce Potential Site List • Visit Sites • Design Team Preliminary Site Analysis
July '24 – February '25	Site Analysis • Detailed Analysis/Design Concepts • Community Survey #2 • Selection of Preferred Site
October '24 – February '25	Concept Refinement • Site Topo Survey & Environmental Analysis • Design Refinements • Community Survey #3
December '24 -February '25	Costs & Funding • Third Party Cost Estimate • Operational Plan (5-Year Program) • Discussion of Costs, Operations, & Financing
December '24 -February '25	Final Report & Presentation • Draft Report and Owner Review • Finalize Report • Presentation to Board

The study is underway...

Market Analysis Key Takeaways:

- Need for multi-generational & multi-cultural activities
- High participation in recreation and fitness
- Prioritize spending on recreation acti
- Median household income greater than state and national levels
- Larger percentage of families with children than state average
- High percentage of under 18 and over 55 age groups

Program Development – Program Comparison Summary

Option 1 “not a pool”

- 28,000 SF
- \$

Option 2 “got a pool”

- 56,000 SF
- \$\$

Option 3 “lotta pool”

- 56,000 SF
- \$\$\$

program - comparison summary

“lotta pool”		\$\$\$ 58k SF	“not a pool”		\$ 28k SF	“got a pool”		\$\$ 56k SF
Survey Data	Program Element		Survey Data	Program Element		Survey Data	Program Element	
80%	Leisure/ rec pool		72%	Group exercise classes		80%	Leisure/ rec pool	
66%	Instruct/ therapy pool		65%	Indoor court sports (gymnasium)		72%	Group exercise classes	
65%	Lap/ comp pool		55%	Fitness with equipment		65%	Indoor court sports (gymnasium)	
49%	Spa/ sauna		55%	Indoor walking track		55%	Fitness with equipment	
72%	Group exercise classes		82%	Arts and craft classes		55%	Indoor walking track	
65%	Indoor court sports (gymnasium)		76%	Life skills classes		51%	Dance lessons	
55%	Fitness with equipment		53%	Music lessons/ recording		46%	Indoor field sports (small gym)	
55%	Indoor walking track		80%	Small/ med meeting rooms		82%	Arts and craft classes	
82%	Arts and craft classes		67%	Unprogrammed hangout/ gathering		76%	Life skills classes	
76%	Life skills classes		63%	Picnic shelters		53%	Music lessons/ recording	
53%	Music lessons/ recording		62%	Open fields		44%	Computer skills	
80%	Small/ med meeting rooms					80%	Small/ med meeting rooms **	
67%	Unprogrammed hangout/ gathering					67%	Unprogrammed hangout/ gathering	
63%	Picnic shelters					64%	Large community gathering	
62%	Open fields					63%	Picnic shelters	
						62%	Open fields	
						61%	Outdoor pool	
						60%	Court sports	
						58%	Splash pad/ water feature	

Survey #1 Results

Top three community center program focuses included:

1. Aquatic Recreation
2. Indoor Recreation
3. Youth/Educational

Top three target age groups identified:

1. Youth (Pre-K to 8th Grade)
2. Youth (8th to 12th Grade)
3. Multigenerational

NPRSA will continue to discuss the scope of the 2026-2031 levy to put out to the voters in 2025 and whether or not to include a Youth Center component in the current levy or to have two separate levies in 2025.

Potential Community Youth Center Sites

NPRSA has requested its members to bring forward any potential properties within their jurisdiction that could be considered for its future Community Youth Center. While the project scope for the future Community Youth Center is yet to be determined, Kenmore has nonetheless shared potential sites that may be available. These sites included:

City of Kenmore Owned Properties

Although the following sites don't really seem ideal for such developments, these are the properties Kenmore currently owns that do not have any future development plans.

1. Interim Public Works Operations Yard property (.5 acres) located at 6532 NE Bothell Way.
2. The Cozy Inn property (.3 acres) located at 6215 NE Bothell Way.

Another idea is that the Kenmore Senior Center could be expanded as shown in the Rhododendron Park Master Plan, 6910 NE 170th St, Kenmore, but this is not part of any current plan.

Other potential sites in Kenmore, not owned by the City

1. King County precinct building/'Mary's Place' property, 18118 73rd Ave NE, Kenmore (4.70 acres, some encumbered by sensitive areas).
2. The old Northshore Fire District building, now Columbia Crest Montessori School, 18030 NE 73rd Ave NE (4.67 acres, some encumbered by sensitive areas).
3. Lakepointe property