



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

City of Kenmore
REVISED City Council Special & Regular Meeting Agenda

6:15 p.m., Monday, July 25, 2016

Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. 6:15 p.m. - CALL SPECIAL MEETING TO ORDER

II. EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), Potential Litigation

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

IV. ADJOURN SPECIAL MEETING

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

VI. ROLL CALL

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

IX. CITIZEN COMMENTS

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

X. CONSENT AGENDA

- A. Adopt Minutes for the July 11, 2016 City Council Meeting
[DRAFT 07 11 2016 Minutes](#)
- B. The Following Checks and Electronic Payments are Approved for Payment:
Total Check Numbers 34772 Through 34869 - \$793,131.22
Payroll Check Numbers 8864 and 8865 - \$1,224.42
Total Payroll Electronic Deposits Dated 7/8/2016 - \$77,846.98
[Checks & Electronic Payments](#)

- C. Authorize the City Manager to Execute a Contract with the Successful Low Bidder for the NE 181st Street Sidewalk North Project
[Agenda Bill](#)
- D. Confirm Kenmore Library Advisory Board (KLAB) Current Regular Members
[Agenda Bill](#)
- E. Authorize the City Manager to Execute a Contract with the Successful Firm for the Public Works Services Analysis Project
[Agenda Bill](#)
- F. Authorize the City Manager to Execute Contract No. 16-C1592 with Lauren Erickson for Pro Tem Hearing Examiner Services
[Agenda Bill & Attachments](#)
- G. Adopt Resolution No. 16-286 Authorizing the City Manager to Submit a Grant Application to the Port of Seattle Economic Development Partnership Program
[Agenda Bill & Attachments](#)

XI. BUSINESS AGENDA

- A. Discussion and Possible Approval of Proposed City of Kenmore 2016-2017 Federal Legislative Agenda - Nancy Ousley, Assistant City Manager
[Agenda Bill & Attachments](#)
- B. Adopt Resolution No. 16-285, Appointing Pro and Con Committee Members to Write Statements for the Local Voters' Pamphlet on the Bond Measure for Walkways and Waterways Improvements - Leslie Harris, Community Relations Manager
[Agenda Bill & Attachments](#)
- C. Adopt Ordinance No. 16-0425, and Ordinance of the City of Kenmore, Washington, Adopting a New Chapter 5.45 of the Kenmore Municipal Code, Relating to Business Licenses for Massage Businesses and Practitioners - Bryan Hampson, Development Services Director
[Agenda Bill & Attachments](#)

XII. STAFF REPORTS

- A. Report on Twin Springs Park Opening - Jennifer Gordon, Public Works Operations Manager, and Debbie Bent, Community Development Director
[Memo](#)
- B. Update on Agreement with KGM at the Kenmore Industrial Park Regarding the 520 Floating Bridge Project - Bryan Hampson, Development Services Director
[Memo](#)
- C. City Manager Comments

XIII. COUNCILMEMBER REPORTS, COMMENTS & INITIATIVES

XIV. ADJOURNMENT

Upcoming Meetings:

Tues., Aug. 2, 2016	7:00 p.m.	Planning Commission Regular Meeting
Tues., Aug. 16, 2016	7:00 p.m.	Planning Commission Regular Meeting
Tues., Sept. 6, 2016	7:00 p.m.	Planning Commission Regular Meeting
Mon., Sept. 12, 2016	7:00 p.m.	City Council Regular Meeting

Subject/Topic:	For Council Meeting Agenda of: July 25, 2016 Consent Agenda		
Confirm Kenmore Library Advisory Board (KLAB) Members	Department: City Clerk (Fin. & Admin.)		
	Prepared by: Patty Safrin		
	<u>Initial & Date</u> Approved by Department Head: _____ Approved by City Attorney: _____ Approved by Finance Director: _____ Approved by City Manager: _____		
Proposed Council Action/Motion:			
Confirm Kenmore Library Advisory Board (KLAB) Current Regular Board Members	Exhibits/Attachments: None		
Expenditure Required \$ N/A	Amount Budgeted \$ N/A	Appropriation Required \$ N/A	
<u>INFORMATION/BACKGROUND:</u>			
Currently serving on the Kenmore Library Advisory Board as regular members are the following:			
POSITION #1 – Lisa Keller (Mar. 2012–Feb. 2015; Mar. 2015–Feb. 2017) – Appointed by Council 3/26/2012			
POSITION #2 – Marilyn White (Mar. 2012–Feb. 2015; Mar. 2015–Feb. 2017) – Appointed by Council 3/26/2012 – <u>Resigned effective November 2016</u>			
POSITION #3 – Shelly Al-Hadrami (Jan. 2015–Dec. 2017) – Appointed by Council 12/8/2014			
POSITION #4 – Paula Konrady (Jan. 2015–Dec. 2017) – Appointed by Council 12/8/2014			
POSITION #5 – Corrina Miller (Jan. 2015–Dec. 2017) – Appointed by Council 12/8/2014			
POSITION #6 – Paul Steere (Jan. 2015–Dec. 2017) – Appointed by Council as an alternate 12/8/2014; Appointed by Council to replace Ellen Stein 2/17/2015			
POSITION #7 – Carol Chaput (Jan. 2016–Dec. 2018) – Appointed by Council as an alternate 12/8/2014; Replaced William McCoy in 2016.			
YOUTH MEMBER – Valerie Cid Garza – (May 2015–Apr. 2016 – POSITION EXPIRED) – Appointed by Council 6/22/2015			
<u>FISCAL CONSIDERATION:</u> N/A			
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u>			
Consistent with Kenmore Municipal Code Chapter 2.35			

Voucher Certification and Approval

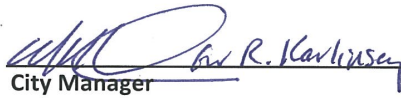
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a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

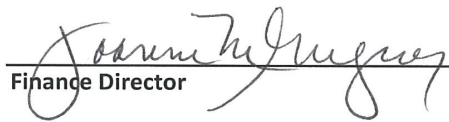
The following checks and electronic payments are approved for payment:

Total Check numbers: 34772 through 34869 \$ 793,131.22

Payroll check numbers: 8864-8865 \$ 1,224.42

Total Payroll electronic deposits dated: 7/8/2016 \$ 77,846.98

 15 July 2016
City Manager Date

 7/15/16
Finance Director Date

Check #	Vendor Name	Description	Check Amount
34772	MARY BRABEC	Summer Concert Promoter-1st Payment	1,750.00
34773	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	12,107.78
34774	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	195.00
34775	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	3,103.81
34776	DRS 457	Deferred Comp Payroll Deduction	1,160.00
34777	CITY OF KENMORE FS	Flexible Spending Medical Plans	396.38
34778	BANK OF AMERICA 941	Payroll Taxes	16,460.07
34779	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	17,148.79
34780	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
34781	HSA BANK	Employee Health Savings Acct. Contribution	80.76
34782	BRUCE DEES & ASSOCIATES	May - June 16-C1496 St. Edward Ball Fields	12,551.25
34783	BULGER SAFE & LOCK, INC.	Irrigation Controller Key	32.52
34784	CITY OF BELLEVUE	2nd Qtr MyBuildingPermit.com Dues	3,663.88
34785	COASTWIDE LABORATORIES	City Hall & Parks Supplies	270.03
34786	CAPITAL ONE COMMERCIAL/ COSTCO	Supplies for NEMC Meeting	19.37
34787	DAILY JOURNAL OF COMMERCE	16-C1583 Town Green A/V Bids	105.30
34788	REPUBLIC SERVICES	June City Hall & Rhod. Park Solid Waste Svcs	857.66
34789	FRUHLING SAND & TOPSOIL	Brush Dumping from Decant Facility	100.00
34790	HOME DEPOT CREDIT SERVICES	Materials for St. Edward Concert Stage	388.51
34791	INTERNATIONAL INST OF MUNI CLERKS	Membership Renewal through 9/30/17	220.00
34792	JET CITY PRINTING	Walkways & Waterways Brochure Printing	186.15
34793	LIGHTHOUSE CONSULTING INC	June IT Svcs/Protection/Backup/Web Hosting	7,690.37
34794	MORGAN SOUND INC	4th of July Sound Services	1,573.52
34795	NORTHSHORE FIRE DEPT	June Fire Marshal Plan Review	675.00
34796	NORTHSHORE UTILITY DIST	Inspection of Fire Service Line @ Town Green	1,545.64
34797	HONEY BUCKET	6/18-7/15 Squires Landing/Twedt Rental	218.35
34798	VOID	Void	-

34799	OGDEN, MURPHY, WALLACE	Legal Consulting St. Edward Ball Fields	747.50
34800	PEOPLES STORAGE	August Storage Unit Rent #C304	201.00
34801	PETTY CASH CUSTODIAN	Replenish Petty Cash Fund	423.13
34802	PUGET SOUND ENERGY	Electricity/Gas/Street Lts/New Connections	14,616.08
34803	CEMEX	Road Materials/Asphalt for Pothole Repairs	136.24
34804	SEATTLE TIMES	Legal Ads	951.12
34805	SIGN UP, SIGN CO, INC	Sign Change & Imagine Kenmore Banner	169.73
34806	US POSTAL SERVICE (HASLER)	Postage Meter Refil 3/11-7/12/16	2,202.10
34807	VOID	Void	-
34808	DANSOUND INC	Sound for 1st 2016 Summer Concert	1,261.44
34809	ZORNES, GARY	Police Conf. WSSO Per Diem & Lodging	641.50
34810	UPS STORE	June Shipping & Copying Charges	58.45
34811	ARTS OF KENMORE	Artwork Purchases	544.76
34812	MACLEOD RECKORD	June 16-C1502 Moorlands Park Prof. Svcs.	130.00
34813	VAN NESS, ALLAN	Mileage Reimbursement 6/8-6/30	148.50
34814	PROTHMAN COMPANY	6/18-7/1 Consulting - Jim Pemberton	1,427.58
34815	WA STATE DEPT OF TRANSPORTATION	May Services SR522 West A 15-C1362	6,325.33
34816	KONICA MINOLTA BUSINESS SOLUTIONS	June KBA & Incubator Copier Charges	837.49
34817	SOUND LAW CENTER	Hearing Examiner 2016-01 & 2016-02	2,765.00
34818	DIGITAL REPROGRAPHICS SERVICES INC.	Zoning Map & EOC Posters	187.05
34819	HDR ENGINEERING, INC	May 13-C1214 SR522 West A Project	57,452.18
34820	QUALITY BUSINESS SYSTEMS INC.	6/2-7/1 2nd Floor Xerox Copy Charges	51.87
34821	GRAINGER	Roof Equipment - Harness & Lanyard	349.84
34822	A+ CONFERENCING	Conference Calls	76.00
34823	SHRED-IT USA LLC	6/22 Shredding Service	56.41
34824	COMCAST	7/14-8/13 City Hall Internet	288.77
34825	GORDON THOMAS HONEYWELL	June Government Affairs Consulting	3,755.71
34826	HORIZON DISTRIBUTORS INC	Irrigation & Sprinkler Parts	422.21
34827	SARAH ROBERTS	June Prosecution Services	10,623.62
34828	INTEGRA TELECOM	7/8-8/7/16 City Hall Phones	911.40
34829	FRONTIER	6/28-7/27 City Hall Phones	1,039.37
34830	INDEPENDENT STATIONERS	Office Supplies	119.69
34831	WELLS FARGO FINANCIAL	1st & 2nd Floor Xerox Leases 6/21-7/20	1,041.25
34832	HOPKINS, CRAIG	Police Volunteer Mileage Reimbursement	74.52
34833	DEVRIES, DENIS	Police Volunteer Mileage Reimbursement	41.58
34834	MILLER STEPHENS, MARY	May Public Defense Svcs @ SCORE	1,250.00
34835	MCALLISTER, TERESA	Reimburse Parking & Supply Expenses	53.79
34836	PERTEET INC.	May 12-C1082 On-Call Consulting	20,229.15
34837	KAMINS, CHAD	NE 181st Sidewalk Const. thru	187,193.91
34838	VERIZON WIRELESS	6/27-7/26 Cell Phones & I-Pads	1,078.46
34839	GREATER BOTHELL CHAMBER OF COMMERCE	June Kenmore Business Alliance Support	200.00
34840	ANCHOR QEA, LLC	May 16-C1524 Sediment Sampling	5,046.50
34841	KBA INC.	May 15-C1475 Town Green Const. Mgmt.	10,178.18
34842	WELWEST CONSTRUCTION INC.	Retainage 16-C1497 Juanita/155th Barrier	1,802.50
34843	TERREBONNE LIMITED	Supplies - Gloves	118.64
34844	CHICAGO TITLE	St. Edward Park Title Report	548.00
34845	CULLEY, AMBERLY GAUL	Kenmore Mural Project Payment	1,779.38
34846	UTILITIES UNDERGROUND LOCATION CTR	June Utility Locates	197.37
34847	MOBILE MINI, INC.	Log Boom & Rhod. Park Container Rentals	309.29
34848	NORTHWEST LANDSCAPE SERVICES	July ROW Landscape Services	1,745.12

34849	BRIEN, GAYLYNN	April Sales Tax Data Management	50.00
34850	MARINE FLOATS CORPORATION	Seasonal Float Installation	2,222.85
34851	HERMANSON COMPANY, LLP	HVAC Work at City Hall	1,103.80
34852	ATHENAS	Band & Volunteer Meals	72.00
34853	LANGTON SPIETH, LLC	16-C1541 IK/Walkways/Waterways	6,500.00
34854	KPFF CONSULTING ENGINEERS	15-C1484 4/30-5/27 Professional On-Call Svcs	32,137.34
34855	KPFF CONSULTING ENGINEERS	Oct. '15 15-C1414 Replacement Ck.	1,361.48
34856	COBRA BEC, INC.	City Hall Roof Repairs	8,945.94
34857	SKYWARD CONSTRUCTION	June Town Green Construction 15-C1462	294,741.58
34858	ADMAN, STACI	Kenmore Mural Project Payment	1,779.38
34859	SALTER, JON	Police WSSO Conference Per Diem	265.50
34860	MUNIMANAGE, LLC	Lakepointe Consulting	4,750.00
34861	DEPPA, DOUG	Per Diem - Training Class 7/20-7/22	127.50
34862	PEARSON ESTATES LLC	Cash Deposit Release ENG2014-0149	7,397.46
34863	LOVE BOMB GO-GO	7/21 Summer Concert Performer	1,500.00
34864	THE TILLERS, LLC	7/28 Summer Concert Performer	1,750.00
34865	SOLTERRA	Refund Plan Review/Technology Fees	298.65
34866	RFI ENTERPRISES INC.	6/1/16-5/31/17 Access Control Annual Svc Fee	2,075.03
34867	PEMBERTON, JIM	Mileage Reimbursement 6/28-7/1	294.84
34868	OFFICE DEPOT	Planner	17.51
34869	COLUMBIA RIDGE LANDFILL	June Street Sweeper Dump Fees	1,156.51
8864	MIWONGTUM, RACHEL	Payroll	843.48
8865	BAKER, BRIDGIT	Payroll	380.94
7/8/2016	PAYROLL	Direct Deposit	77,846.98
			872,202.62

2016	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2016
	A & A LIMOUSINE & BUS SERVICE		1,083.00
	A+ CONFERENCING		605.10
	AAA FLAG & BANNER MFG. CO., INC.		4,918.36
	AABCO BARRICADE COMPANY INC.		2,726.55
	ACF WEST INC		3,533.01
	ACTION ENTERTAINMENT		395.00
	ACTIVE SHOOTER TRAINING LLC		1,425.00
	ADMAN, STACI		4,516.88
	ADVANCE TESTING & SERVICE INC		702.00
	AFLAC		2,093.64
	AGORA NW LLC		336.39
	ALCALDE & FAY		30,939.90
	ALEXANDER, JEFF		400.00
	ALL CLIMATE HEATING AND AIR		36.05
	ALL TRAFFIC SOLUTIONS		2,625.00
	ALLPLAY SYSTEMS LLC		58.04
	ALPHAGRAPHICS US718		946.78
	ALTA MAXINE MELVIN		14,674.00
	AM TEST, INC		1,125.00
	AMERICAN GENERAL LIFE GPO-400S		2,593.02
	AMERICAN PLANNING ASSOCIATION		2,124.00
	AMERICAN PUBLIC WORKS ASSOCIATION		1,225.00
	AMERICAN SOCIETY OF CIVIL ENGINEERS		225.00
	APPLIED CONCEPTS, INC.		2,899.56
	ARC - PACIFIC NORTHWEST		2,711.51
	ARTS OF KENMORE		1,900.00
	ASPLUNDH		5,420.25
	ASSOCIATION OF WA CITIES		16,935.04
	AURORA RENTS		1,371.81
	AUTO BEE		150.00
	AV CAPTURE ALL		4,718.57
	AWC EMPLOYEE BENEFITS		269,909.64
	BAKER, DAVID		2,481.84
	BANK OF AMERICA 941		182,613.21
	BANNER BANK		910.77
	BANNER BANK BAKER		7,853.97
	BANNER BANK BH		1,687.39
	BANNER BANK CS		2,264.05
	BANNER BANK DB		345.98
	BANNER BANK JG		2,565.60
	BANNER BANK JGORDON		3,044.18
	BANNER BANK KENMORE		18,504.31
	BANNER BANK LD		2,361.03
	BANNER BANK NO		2,521.73
	BANNER BANK PS		914.54
	BANNER BANK RK		2,506.06
	BANNER BANK VAN NESS		3,594.76
	BARTLETT TREE EXPERTS		394.20
	BASTYR UNIVERSITY		50,200.00

BELLEVUE COLLEGE	219.12
BELMARK, LLC	7,776.05
BEN HOLT INDUSTRIES	5,800.00
BERK CONSULTING	61,940.47
BEST BUY BUSINESS ADVANTAGE ACCOUNT	21,943.51
BJELDE, LAUREN	1,750.00
BRIEN, GAYLYNN	300.00
BRUCE DEES & ASSOCIATES	43,065.00
BUILDERS EXCHANGE OF WASHINGTON INC	171.25
BULGER SAFE & LOCK, INC.	331.02
CALPORTLAND COMPANY	1,154.22
CAPPS, DAWNA	50.00
CASCADE PEST CONTROL	711.75
CASCADE RECREATION, INC	301.13
CEMEX	1,628.66
CENTER FOR HUMAN SERVICES	5,000.00
CHICAGO TITLE	548.00
CITY OF BELLEVUE	70,011.09
CITY OF KENMORE FS	2,756.56
CITY OF LAKE FOREST PARK	469,935.12
CITY OF SHORELINE	1,357.68
CITY OF TACOMA	40.00
CITYWORKS/ AZTECA SYSTEMS INC.	21,900.00
CLOWNS UNLIMITED, INC.	897.90
COAST & HARBOR ENGINEERING	48,020.68
COASTAL WEAR PRODUCTS INC	1,356.71
COASTWIDE LABORATORIES	4,230.82
CODE PUBLISHING COMPANY	5,451.28
COLUMBIA RIDGE LANDFILL	5,119.72
COMCAST	2,911.86
CONSOLIDATED PRESS	6,027.99
CONTOUR FENCE CO. INC.	4,789.53
COX PRINTING & SIGNS	766.40
CULLEY, AMBERLY	4,516.88
CURTIS, DR. MILTON	60.16
D.R. HORTON	15,000.00
DAILY JOURNAL OF COMMERCE	1,675.05
DAY WIRELESS SYSTEMS	76.44
DEPARTMENT OF ECOLOGY	27,666.11
DEPARTMENT OF LABOR AND INDUSTRIES	14,346.28
DEPARTMENT OF RETIREMENT SYSTEMS	213,700.41
DEVRIES, DENIS	268.41
DIGITAL REPROGRAPHICS SERVICES INC.	32.61
DRS 457	15,560.00
DURRANT, JEFF	178.50
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EJ USA, INC.	1,977.57
EMERALD FIRE LLC	289.08
EMPLOYMENT SECURITY DEPT	10,122.45
ENVIRONMENTAL SYSTEMS RESEARCH INST	5,694.00

ESA ADOLFSON	27,692.85
EVERGREEN PRINT SOLUTIONS	715.24
EVERGREEN SAFETY COUNCIL	299.00
FAZZARI MARKETING	574.93
FEENEY WIRELESS	1,195.81
FERGUSON ENTERPRISES INC #1539	2,953.28
FINANCIAL CONSULTANTS INT'L INC	495.50
FIRE PROTECTION, INC	5,002.92
FIRE SYSTEMS WEST, INC.	547.50
FIX AUTO	1,000.00
FLEMINGS HOLIDAY LIGHTING LLC	1,394.66
FLOW TECHNOLOGIES INC.	54,497.61
FOOTPRINT PROMOTIONS	1,468.40
FRONTIER	6,292.73
FRUHLING SAND & TOPSOIL	3,000.37
G & H PRINTING	155.96
GALLATIN PUBLIC AFFAIRS	19,900.19
GOOD TO GO	16.00
GOODSELL POWER EQUIPMENT #2 INC.	49.13
GORDON THOMAS HONEYWELL	18,841.61
GOVDELIVERY, INC.	11,025.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GRAINGER	311.82
GREATER BOTHELL CHAMBER OF COMMERCE	3,400.00
GREGORY, JOANNE	459.50
GRINDLINE SKATEPARKS INC.	12,850.01
GROUP FOUR INC.	7,620.00
HANSEN, COREY	20,550.00
HDR ENGINEERING, INC	381,062.99
HERBIG, NIGEL	61.56
HERMANSON COMPANY, LLP	1,416.38
HESTON VISUAL ARTS	1,051.75
HEWITT	78,888.04
HOME DEPOT CREDIT SERVICES	10.10
HONEY BUCKET	1,312.28
HOPELINK	7,500.00
HOPKINS, CRAIG	486.00
HORIZON DISTRIBUTORS INC	755.22
HSA BANK	969.12
IAP2 PUGET SOUND CHAPTER	1,550.00
ICMA RETIREMENT TRUST 457 - 304745	36,395.72
INDEPENDENT STATIONERS	1,142.53
INGLEWOOD GOLF COURSE	1,248.30
INSLEE, BEST, DOEZIE & RYDER, P.S.	223,663.70
INTEGRA TELECOM	5,449.33
INTERNATIONAL BUSINESS INNOVATION	525.00
INTERNATIONAL CITY/CNTY MGMT ASSOC	1,528.46
iWORQ SYSTEMS	2,800.00
JACOBS ENGINEERING GROUP	124,712.50
JD PLUMBING & FIRE PROTECTION INC.	214.03

JET CITY PRINTING	2,279.80
JOYCE ZIKER PARKINSON	8,632.50
JP HENNESSY	500.00
KAMINS, CHAD	241,498.99
KARLINSEY, ROB	154.72
KBA INC.	50,587.22
KCDA PURCHASING COOP	1,693.69
KENMORE COMMERCIAL LLC	20,110.19
KENMORE HERITAGE SOCIETY	475.00
KIMBERLY LANE 9, LLC	1,145.82
KING COUNTY ANIMAL SVCS	1,523.00
KING COUNTY FINANCE	179,474.10
KING COUNTY FINANCE W.L.R.D.	50,201.34
KING COUNTY FINANCE/ GIS	2,621.11
KING COUNTY FLEET ADMIN	235.00
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	1,838.87
KING COUNTY RADIO COMM SERVICES	567.22
KING COUNTY RECORDER'S OFFICE	166.00
KING COUNTY SHERIFF	1,302,627.38
KING COUNTY TREASURY	12,024.01
KINGS HEATING	28.84
KOMPAN, INC	169.73
KONICA MINOLTA BUSINESS SOLUTIONS	4,537.72
KORTE, BRENT	27.61
KPFF CONSULTING ENGINEERS	54,169.09
KRAZAN & ASSOCIATES, INC.	8,075.00
LANEY JONES AND THE SPIRITS	1,000.00
LANGTON SPIETH, LLC	26,000.00
LANGUAGE LINE SERVICES, INC.	4.83
LAW OFFICE OF JOHN RUNGERUDE, PS	300.00
LENNAR NORTHWEST, INC.	13,334.10
LIGHTHOUSE CONSULTING INC	29,279.09
LINCOLN NATIONAL LIFE INSURANCE	5,517.99
MACDONALD MILLER FACILITY SOLUTIONS	1,026.56
MACLEOD RECKORD	6,893.80
MAGEE, STEVEN	49.44
MAIL FINANCE	1,406.00
MARSHBANK CONSTRUCTION	3,778,393.34
MCALLISTER, TERESA	132.39
MCKINNEI, SHAHIN	102.35
METROPOLITAN TRANS. COMMISSION	1,500.00
MILLER STEPHENS, MARY	8,750.00
MIWONGTUM, RACHEL	120.99
MOBILE MINI, INC.	1,600.98
MOON CONSTRUCTION COMPANY	12,236.63
MR. T'S TROPHIES	239.47
MUMMA, RYAN	58.32
MUNIMANAGE, LLC	11,000.00
NATIONAL LIFE OF VERMONT	739.02

NATIONWIDE FINANCIAL 401a	148,915.43
NATIONWIDE RETIREMENT SOLUTIONS 457	4,290.00
NORTHLAKE LUTHERAN CHURCH	100.00
NORTHSHORE FIRE DEPT	3,968.00
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	494.00
NORTHSHORE SCHOOL DISTRICT	2,500.00
NORTHSHORE SENIOR CENTER	7,150.00
NORTHSHORE UTILITY DIST	48,095.16
NORTHSHORE YOUTH & FAMILY SERVICES	4,000.00
NORTHWEST ARBORICULTURE LLC	1,235.00
NORTHWEST LANDSCAPE SERVICES	25,221.47
NORTHWEST MARINE TRADE ASSOCIATION	425.00
NORTHWEST PLAYGROUND EQUIPMENT INC.	14.97
NORTHWESTERN COLLECTION SERVICE INC	690.00
NRC ENVIRONMENTAL SERVICES, INC.	4,975.10
OFFICE DEPOT	6,099.55
OFFICE TEAM	995.88
OGDEN, MURPHY, WALLACE	11,082.50
OLYMPIC ENVIRONMENTAL RESOURCES INC	18,173.18
OSBORN CONSULTING INC.	44,365.79
OUSLEY, NANCY	758.38
OVERLEESE, KRISTEN	62.40
PACE ENGINEERS, INC.	5,301.01
PACIFIC TOPSOILS	2,049.08
PACIFICA LAW GROUP LLP	632.50
PAJEK, KELLY	22.00
PAMPLIN MEDIA GROUP	190.00
PARAMETRIX INC	26,969.40
PAT'S TREES AND LANDSCAPE INC.	2,081.28
PAWS	1,750.00
PCS MOBILE	4,629.66
PEMBERTON, JIM	2,791.80
PENDLETON, MICHAEL	3,186.34
PEOPLES STORAGE	1,206.00
PERFORMANCE SYSTEMS INTEGRATION LLC	826.73
PERSONAL BEST/ TOPHEALTH	117.20
PERTEET INC.	81,644.21
PETTY CASH CUSTODIAN	415.46
PHSI PURE HEALTH SOLUTIONS INC.	503.15
PHSI PURE WATER FINANCE	402.49
PROTECTION TECHNOLOGIES, INC	1,224.63
PROTHMAN COMPANY	12,127.22
PRSA	307.00
PUBLIC HEALTH DEPT. OF KING COUNTY	430.00
PUGET SOUND BUSINESS JOURNAL	105.00
PUGET SOUND CLEAN AIR AGENCY	17,411.00
PUGET SOUND ENERGY	105,111.58
PUGET SOUND FINANCE OFFICERS ASSOC	50.00
QUALITY BUSINESS SYSTEMS INC.	5,791.29

R.C. PAINTING & SONS, INC.	1,314.00
REPUBLIC SERVICES	3,141.55
RESOURCE EXPLORATION, LLC	12,000.00
RICHARDSON, ZACK	116.00
RICHMOND AMERICAN HOMES OF WA	47.00
SALTER, JON	178.50
SAMYN, DR. JEFFREY	250.00
SARAH ROBERTS	53,118.10
SAUVE, GAYLEN	350.00
SAWYER, RICHARD	124.11
SCHINDLER ELEVATOR CORPORATION	1,143.18
SCHOCK, BRETT	116.00
SCORE	156,231.27
SEATTLE TIMES	6,448.95
SELECT AIR SERVICES DBA GREENWOOD	32.14
SESAC	378.00
SHRED-IT USA LLC	342.51
SIGN UP, SIGN CO, INC	354.78
SITEIMPROVE, INC.	2,499.00
SITTS & HILL ENGINEERS, INC.	3,485.00
SKYWARD CONSTRUCTION	1,466,585.82
SMITH, BRENT	63.72
SNOHOMISH COUNTY	8,680.00
SOFTRESOURCES LLC	2,625.00
SOFTWAREONE, INC.	10,353.38
SOUND CITIES ASSOC	13,018.25
SOUND LAW CENTER	13,646.50
SOUND PUBLISHING, INC.	5,169.67
SPERRY, LAURIE	64.80
STARDOM SERVICES, INC.	3,060.00
STATE AUDITOR'S OFFICE	575.90
STATE OF FLORIDA DISBURSEMENT UNIT	3,300.00
STEWART MACNICHOLS HARMELL, INC.	30,803.00
SUNGARD PUBLIC SECTOR INC.	37,796.00
TELESYSTEMS WEST	508.19
TERREBONNE LIMITED	183.19
THE WIDE FORMAT COMPANY	470.85
THOMAS, MICHAEL	223.30
TOP TO BOTTOM JANITORIAL, INC.	10,900.00
TOPIA TECHNOLOGY/ BIS	1,200.00
TOTAL LANDSCAPE CORP	36,175.04
TOWN CENTER HARDWARE	499.03
UNITED STATES POSTMASTER	3,102.71
UNITED STATES TREASURY	4.10
UNITED WAY OF KING COUNTY	2,873.00
UPS STORE	195.32
US POSTAL SERVICE (HASLER)	4,989.65
UTILITIES UNDERGROUND LOCATION CTR	763.68
VAN NESS, ALLAN	1,238.75
VAUGHAN, KENT	198.00

VERIZON WIRELESS	6,523.96
VERTICAL VISUAL SOLUTIONS INC.	793.88
VICENTE, JOHN	47.00
VOLGISTICS, INC	540.00
W.S.S.O. Advanced Training	520.00
WA ASSOC OF BUILDING OFFICIALS	1,575.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	175.00
WA CITIES INSURANCE AUTHORITY	229,194.00
WA FINANCE OFFICERS ASSOCIATION	475.00
WA STATE DEPT OF LABOR & INDUSTRIES	141.60
WA STATE DEPT OF TRANSPORTATION	21,711.94
WAGE WORKS	530.00
WALL, JOHN	187.83
WASHINGTON ARCHITECTURAL HARDWARE	1,664.41
WASHINGTON AWARDS	546.39
WASHINGTON CITY/COUNTY MGMT ASSOC	630.00
WASHINGTON STATE DEPT OF REVENUE	2,667.11
WASHINGTON STATE OFFICE CASH MGMT	2,847.50
WASHINGTON STATE PATROL	788.11
WATSON, ELIZABETH	500.00
WELLS FARGO FINANCIAL	5,620.02
WELWEST CONSTRUCTION INC.	34,247.50
WETLANDS & WOODLANDS INC	730.91
WHELHAM, STEPHANIE	250.00
WONDERLAND DEVELOPMENT	1,250.00
WRIGHT, MARCI	1,500.00
WSU URBAN IPM & PESTICIDE SAFETY	58.00
ZONAR SYSTEMS	525.33
ZONES	1,122.80
ZUMAR	102.15
	<u>11,535,481.69</u>



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

Subject/Topic: NE 181st Street Sidewalk (NORTH SIDE between 68th Avenue NE and 73rd Avenue NE) Pre-Authorization to Award Construction Contract

For Council Meeting Agenda of: July 25, 2016

Department: Public Works

Prepared by: Kent Vaughan

To Be Presented By: Consent Agenda

Proposed Council Action/Motion:

Authorize the City Manager to execute a contract with the successful low bidder for the NE 181st Street Sidewalk (NORTH) Project for an amount up to \$415,000 plus 10% construction contingency (total \$456,000).

Approved by Department Head:

Approved by City Attorney:

Approved by Finance Director:

Approved by City Manager:

Initial & Date

KVO 7/12/16

NA

me 7/12/16

ROK

Exhibits/Attachments:

Expenditure Required

\$600,000

Amount Budgeted

\$600,000

Appropriation Required

\$0

See Fiscal Consideration below.

INFORMATION/BACKGROUND:

Project Description: The NE 181st Street Sidewalk (NORTH) project consists of approximately 400 linear feet of new sidewalk improvements on the north side of NE 181st Street between 68th Avenue NE and 73rd Avenue NE. Improvements include pavement widening and asphalt concrete overlay, curb & gutter, 8-foot wide sidewalk, storm drainage, street trees and grates, irrigation, street and pedestrian lighting (with electrical outlets at tree wells). This work is consistent with the City's downtown design standards and previously completed NE 181st Street improvements in the downtown area.

Project Update: Perteet, Inc. has completed the ad-ready contract documents for the project. The final Engineer's Estimate for the construction contract is \$415,000. The contract documents allow 40 working days (approximately 2 months) to complete the project.

Next Steps: Staff intends to advertise the project and open bids in August 2016. Staff is requesting advance authorization to award the project provided the low bid is responsive and within the authorized budget. Given the time of year, there is the potential for bids to come in high or to have limited bidder participation due to contractor availability. If the low bid exceeds the authorized budget, staff will re-advertise the project in the fall/winter 2016 and construct the project in 2017.

Recommendation: Staff recommends that City Council authorize the city manager to execute a contract with the successful low bidder of the NE 181st Street Sidewalk (NORTH) Project in an amount up to \$415,000 plus 10% construction contingency (total \$456,000).

S:\0192 NE 181st ST Sidewalk-North\100 Project Management\130 Council\130 Agenda Bills\2016-07-25-Agenda Bill-NE 181st NORTH Sidewalk Project Update.docx

FISCAL CONSIDERATION:

The estimated project expenditures and revenues are outlined below:

Expenditures:	Design	ROW	Construction	Total Expenditures
City Staff	\$ 7,500		\$ 7,500	\$ 15,000
Consultants	\$ 53,000		\$ 70,000	\$ 123,000
Property Acquisition		\$ 6,000		\$ 6,000
Construction			\$ 415,000	\$ 415,000
Contingency			\$ 41,000	\$ 41,000
	\$ 60,500	\$ 6,000	\$ 533,500	\$ 600,000

Revenues:	Design	ROW	Construction	Total Revenue
City Sidewalk Program	\$ 22,100		\$ 65,650	\$ 87,800
City Sidewalk Program Contingency	\$ 16,500	\$ 6,000	\$ 225,000	\$ 247,500
TIB (State Funds)	\$ 21,900		\$ 217,850	\$ 239,800
NUD – ½ AC overlay (16-C1512)			\$ 25,000	\$ 25,000
	\$ 60,500	\$ 6,000	\$ 533,500	\$ 600,000

The estimated project budget is \$600,000 (rounded). The overall project cost is within the 2015-16 sidewalk program budget.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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

X. D. Confirm Kenmore Library Advisory Board (KLAB) Current ...



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Works Services Analysis Pre-Authorization to Award Professional Services Contract Proposed Council Action/Motion: Authorize the City Manager to execute a contract with the successful firm for the Public Works Services Analysis Project for an amount up to \$75,000.	For Council Meeting Agenda of: July 25, 2016 Department: Public Works Prepared by: Jennifer Gordon <i>[Signature]</i> To Be Presented By: Consent Agenda Initial & Date Approved by Department Head: <i>[Signature] for KO 7/14/16</i> Approved by City Attorney: <i>[Signature] 7/15/16</i> Approved by Finance Director: <i>[Signature] 7/15/16</i> Approved by City Manager: <i>[Signature] 15 July 2016</i> Exhibits/Attachments: NONE						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Expenditure Required</td> <td style="width: 33%;">Amount Budgeted</td> <td style="width: 33%;">Appropriation Required</td> </tr> <tr> <td>\$75,000</td> <td>\$0</td> <td>\$0</td> </tr> </table>		Expenditure Required	Amount Budgeted	Appropriation Required	\$75,000	\$0	\$0
Expenditure Required	Amount Budgeted	Appropriation Required					
\$75,000	\$0	\$0					
<u>INFORMATION/BACKGROUND:</u> Kenmore has been a community since the beginning of the 20th century yet is a relatively new city (incorporated in August of 1998) in King County, with a population of just over 21,000. Much of the city, including arterial streets, developed under rural King County standards. Since the City's incorporation in 1998, delivery of Public Works Services has been executed primarily through Interlocal Agreements with other agencies and contracts with private vendors. Over the years, the City has hired a small number of staff to take on some work previously done by contract, but the City continues to contract out most of the Public Works Services. The Public Works Operations staff would like to perform a Public Works Services Analysis. The project will provide the following brief scope of services: The City desires the consultant to: • Evaluate current service delivery/circumstances (includes inventory of Public Works Infrastructure): roads, surface water, parks, facilities, and fleet; • Analyze and summarize existing Public Works contracts/service provision (in house and external); • Evaluate existing contracts for level of service provided, value, reliability, and control; • Facilitate level of service conversations with City leadership and Council; • Analyze future responsibilities/resources needed (SR 522 signals, etc.);							

S:\0208 Public Works Services Analysis 2016\2016-07-25-Agenda Bill Public Works Services Analysis.docx

X. E. Authorize the City Manager to Execute a Contract with ...

- Recommend short term service delivery modifications;
- Recommend 5 year service delivery strategies;
- Recommend 5-20 year service delivery strategies;
- Include an implementation plan(s) with schedules/timeline; and
- Create a tool/strategy for staff to utilize when evaluating resources needed when workload is modified (new parks, facilities, infrastructure, surface water facilities, etc.).

The City may use this team for implementation, contract negotiation, contract audits, performance evaluations, etc.

OUTCOME GOALS:

- Currently we have a large number of contracts to manage; look at streamlining and improving efficiency of contract management. Identify ways to save money and reduce costs.
- Evaluate existing Public Works (PW) contracts and determine whether we are getting fair value for dollars paid.
- Improve local control, predictability, and flexibility of our service delivery.
- Improve cost control, accountability, reporting, and ability to audit the contracts and services provided.
- Gain a better understanding of expected level of service vs. actual level of service, and whether there is a gap between the two.
- Evaluate workload generated by our level of service expectations and determine whether they match up with available resources.
- Longer term, evaluate the need to plan for and/or acquire future PW infrastructure assets, such as a property for a future PW shop facility

Next Steps:

A Request for Proposals for the Public Works Services Analysis went out to ad on May 9, 2016. The staff committee consisting of Jennifer Gordon, Kris Overleese, Richard Sawyer, and Joanne Gregory interviewed four qualified firms on June 21, 2016. A finalist has been selected and staff is currently checking references. Staff is requesting a pre-authorization so we can start scoping the project as soon as possible.

Jennifer Gordon will be the project manager assigned to the project. Staff anticipates that project could take 6 to 9 months, with the goal of finishing in the first quarter of 2017.

Recommendation: Staff recommends that City Council authorize the City Manager to execute a contract with the successful firm for the Public Works Services Analysis Project in an amount up to \$75,000.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Effective and efficient services.



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

Subject/Topic: Pro Tem Hearing Examiner Services; Two-year contract with option to renew annually.		For Council Meeting Agenda of: <u>July 25, 2016</u>											
Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 16-C1592 with Lauren Erickson for Pro Tem Hearing Examiner services.		Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> <table border="0"> <tr> <td></td> <td align="right"><u>Initial & Date</u></td> </tr> <tr> <td>Approved by Department Head:</td> <td align="right"><u>BD 7/14/16</u></td> </tr> <tr> <td>Approved by City Attorney:</td> <td align="right"><u>NA</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td align="right"><u>Amie 7/14/16</u></td> </tr> <tr> <td>Approved by City Manager:</td> <td align="right"><u>Nick RKC</u> 14 July 2016</td> </tr> </table>			<u>Initial & Date</u>	Approved by Department Head:	<u>BD 7/14/16</u>	Approved by City Attorney:	<u>NA</u>	Approved by Finance Director:	<u>Amie 7/14/16</u>	Approved by City Manager:	<u>Nick RKC</u> 14 July 2016
	<u>Initial & Date</u>												
Approved by Department Head:	<u>BD 7/14/16</u>												
Approved by City Attorney:	<u>NA</u>												
Approved by Finance Director:	<u>Amie 7/14/16</u>												
Approved by City Manager:	<u>Nick RKC</u> 14 July 2016												
Exhibits/Attachments: 1. Contract No. 16-C1592 with Exhibits													
Expenditure Required \$	Amount Budgeted \$20,000 budgeted in 2015-16 biennial budget	Appropriation Required \$											
<u>INFORMATION/BACKGROUND:</u> Ordinance No. 98-0027 established the Hearing Examiner system, which is now codified in Chapter 19.30 in the Kenmore Municipal Code. Section 19.30.030 provides for appointment of a hearing examiner by the City Manager, subject to authorization by the City Council. The City initiated a competitive bidding process via a Request for Proposal (RFP) for hearing examiner services earlier this year. Three firms submitted responses to the RFP. Following the interview process, the interview panel recommended contracting with Lauren Erickson for Pro Tem Hearing Examiner services.													
<u>FISCAL CONSIDERATION:</u> NA													

the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification.

A. Each of the Parties, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, agents and volunteers, while acting within the scope of their employment as such, from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorney's fees, arising out of or in any way resulting from, that Party's own acts, errors or omissions which may arise in connection with its performance under this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

3. Professional Liability insurance appropriate to the Consultant's profession.
- B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- C. Other Insurance Provision. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:
 1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
 2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
8. Record Keeping and Reporting.
 - A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
 - B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement.
10. Termination. This Agreement may at any time be terminated by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

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

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

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

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

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

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

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

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

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

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

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

Bryan Hampson,
Development Services Director
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

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

Lauren Erickson
2001 Millpointe Dr. SE
Mill Creek WA, 98012
Phone No.: (360) 460-3834

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

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

CONSULTANT:

BY: _____

Title: _____

Date: _____

CITY OF KENMORE:

BY: _____

Rob Karlinsey
Title: City Manager

Date: _____

City of Kenmore Contract No. 16-C1592

Exhibit A

Scope of Work

Consultant shall provide City with hearing examiner services as set forth in the Kenmore Municipal Code on a pro tem basis. Without limiting the foregoing, Consultant shall also perform the following:

- A. Consultant shall perform all duties in a manner consistent with accepted practices for municipal examiner services and shall conform with all required ethical standards.
- B. Consultant shall interpret, review and implement the City's land use regulations, policies, plans, and the pertinent and appropriate provisions of the Kenmore Municipal Code.
- C. Consultant shall provide his/her own transportation for all Services, including to and from public hearings and to and from any sites to be visited. Consultant shall visit sites as necessary to render informed and accurate decisions.
- D. Hearing dates and times will be arranged with the Consultant on an as needed basis, recognizing there will be times when Consultant cannot serve because of illness, vacation, conflict of interest, or similar reasons.
- E. Consultant shall provide City with all decisions via electronic .pdf signed copy. Final decisions shall be provided within ten working days of the conclusion of a hearing unless the Applicant, Appellant, or City and the examiner agree otherwise.
- F. Development Code review as requested by City.

City shall provide the following related to performance of the Services:

- A. A hearing room and facilities, including recording equipment and sound system, along with a clerk or equivalent for each hearing.
- B. Copying, distribution and record keeping services as required by City regulation and state law.
- C. A current copy of relevant City plans, policies, codes, maps, data, regulations, standards, and guidance documents, including current amendments thereto, in hard or electronic form.
- D. A hearing packet containing the City's staff report and exhibits, which may include but is not limited to pertinent applications, maps, site plans, applicant submittals, SEPA information, analyses, and departmental staff reports.
- E. City will provide notices of hearings and other actions as required by City regulations and state law, and will schedule all hearings and other events. City will notify Consultant of upcoming schedules and will check with Consultant as appropriate to such activities.

City of Kenmore Contract No. 16-C1592

EXHIBIT B

Compensation

Lauren Erickson	\$150 per hour
-----------------	----------------

EXHIBIT C

**CITY OF KENMORE
BILLING INVOICE**

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

Specific Project: _____

Contract No.: _____

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

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

Approved for Payment by: _____ Date: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

EXHIBIT D
**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <u>one</u> of the following <u>seven</u> boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-						
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT E

Nondiscrimination Agreement.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiations, made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the contractor may request WSDOT enter into such litigation to protect the interests of the State and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Subject/Topic:

For Council Meeting Agenda of: 25 July 2016

Prepared by: Nancy Ousley, Assistant City Manager

Initial & Date

Approved by Department Head:	AKG 20 July 2016
Approved by City Attorney:	[Signature] 20 July 2016
Approved by Finance Director:	[Signature] 20 July 2016
Approved by City Manager:	[Signature] 20 July 2016

Exhibits/Attachments:

1. Resolution No. 16-286
2. Program Information Sheet

Amount Budgeted \$0

Appropriation Required \$0

The Resolution authorizes the City Manager to submit an application to the Port of Seattle's Economic Development Partnership Program, which was recently established. The Program provides non-competitive grants to 38 King County cities to support economic development activities that enhance region-wide prosperity.

The grant amounts are determined on a per capita basis, and Kenmore qualifies for grant funding up to \$21,500, with a required 50% local match. Applications are due by September 1, 2016 and projects funded by the Program need to be completed by June 1, 2017.

The Administration has identified added business development training and consultation for local businesses now provided through the Kenmore Business Incubator, and additional economic development marketing resources as projects appropriate for the Port of Seattle Economic Development Partnership Program support.

Funding for the required match is available in the General Fund and Strategic Opportunities Fund.

Implement the Economic Development Strategy

**CITY OF KENMORE
WASHINGTON**

RESOLUTION NO. 16-286

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, AUTHORIZING SUBMITTING AN APPLICATION
FOR GRANT FUNDING ASSISTANCE FROM THE PORT OF
SEATTLE ECONOMIC DEVELOPMENT PARTNERSHIP
PROGRAM FOR ECONOMIC DEVELOPMENT AND MARKETING
PROJECT SUPPORT.**

WHEREAS, in 2016 the Port Commission of the Port of Seattle established the Economic Development Partnership Program to help the Port advance regional economic vitality through focused partnerships with King County cities ; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the City of Kenmore has identified additional business development training for local businesses provided by the Kenmore Business Incubator and added economic development and tourism marketing resources as activities needing support that are consistent with Program guidelines;

WHEREAS, the City of Kenmore welcomes the opportunity for partnership with the Port of Seattle to enhance the local and regional economy;

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

Section 1. The City Manager is authorized to make an application to the Port of Seattle Economic Development Partnership Program for grant assistance.

Section 2. The grant assistance will be used, along with City matching funds, to support economic development and marketing projects consistent with the Program guidelines and the City of Kenmore Economic Development Strategy.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 25th DAY OF July, 2016.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Patty Safrin, City Clerk

APPROVED AS TO FORM:

Rod Kaseguma, City Attorney



Port of Seattle Economic Development Partnership Program

The Port of Seattle is establishing a cooperative economic development fund for King County cities that advances the Century Agenda, promotes the creation of middle class jobs, and supports local community economic development activities. The matching grant program fosters effective economic development partnerships that stimulate region wide prosperity.

Eligible Activities:

- Business recruitment initiatives designed to attract new companies to King County
- Small business development, including disadvantaged business assistance projects
- Industry retention and expansion assistance (ex. Maritime, Aerospace, etc.)
- Tourism development including collateral, advertising, and publications to attract destination visitors to increase tourism expenditures
- Downtown revitalization
- Commercial or industrial property development
- Other community or economic development projects that tie to Port business*

Program Guidelines:

- The awards are available to 38 cities in King County, based on \$1 per capita formula.
- Awards are capped at \$65,000 with a minimum of \$5,000 for small cities.
- A 50 percent local match and a resolution of support/priority from the local jurisdiction is required.
- Funds cannot be used in capital projects.
- Cities may contract with local non-profits to deliver projects or manage initiatives
- Cities may collaborate or aggregate regionally to enhance impact or outcomes.
- Projects should align with city's economic development strategy and support the Port's Century Agenda or business interests.
- All projects must have approval and be under contract no later than mid-September.

Information Workshops:

- July 6, 2016 2:00- 3:30 Kent City Hall Room 107
- July 13, 2016 2:00 – 3:30 Bellevue City Hall Room 1E-121

Questions or further detail, contact: Susan Chamberlain at Chamberlain.s@portseattle.org

* Port business interests include: SeaTac airport development, maritime, logistics and tourism



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

Subject/Topic: Proposed City of Kenmore 2016-2017 Federal Legislative Agenda Proposed Council Action/Motion: Discussion and Possible Approval of Proposed City of Kenmore 2016-2017 Federal Legislative Agenda	For Council Meeting Agenda of: 25 July 2016 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager <u>Initial & Date</u> Approved by Department Head: <i>NKO 13 July 2016</i> Approved by City Attorney: <i>[Signature]</i> Approved by Finance Director: <i>[Signature]</i> Approved by City Manager: <i>[Signature]</i> Exhibits/Attachments: 1. Proposed 2016-2017 Federal Legislative Agenda 2. 2015 Federal Legislative Agenda 3. June 2016 Letter to Senator Cantwell			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Expenditure Required \$n/a</td> <td style="width: 33%; border: none;">Amount Budgeted \$</td> <td style="width: 33%; border: none;">Appropriation Required \$0</td> </tr> </table>		Expenditure Required \$n/a	Amount Budgeted \$	Appropriation Required \$0
Expenditure Required \$n/a	Amount Budgeted \$	Appropriation Required \$0		
<u>INFORMATION/BACKGROUND:</u> The City of Kenmore continues to pursue active contacts with our Congressional Delegation and Federal agencies to promote City priorities for policies and project funding. The City's Federal Legislative Agenda charts the key initiatives that City officials will advocate and provides clarity for our Delegation and our government relations consultant in representing the City. The City's investment in maintaining strategic contacts at the federal level has resulted in funding for sediment testing and analysis of the Kenmore Navigation Channel, transportation project funding, and progress in dealing with disruptions in Kenmore Air operations related to Presidential visits to the area. Council involvement with the National League of Cities also provides positive connections to municipal policy initiatives at the federal level. The proposed Federal Legislative Agenda continues an emphasis on the federal government's responsibility for maintenance of the Kenmore Navigation Channel, a US Army Corps of Engineers facility. Transportation funding and support for Kenmore Air operations that are affected by federal agencies also remain as priorities. New items include minor alterations to Land and Water Conservation Act procedures that will streamline processes for transportation projects and supporting Bastyr University federal priorities. The City contracts with Alcalde and Fay for federal government relations consulting.				
<u>FISCAL CONSIDERATION:</u> The results from engaging with the Congressional delegation and federal agencies has surpassed the associated costs.				

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: 2016-2017 Council Goals as follows:

- 1. To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.**
 - Implement the Sidewalk Plan**
- 2. To continue to implement the Economic Development Plan, with an emphasis on the following key points:**
 - Promote the image of Kenmore**
 - Create a vibrant, walkable downtown**
 - Support existing businesses**
 - Advance the public's access and connection to the waterfront**
- 3. To continue to seek funding and mitigation for State impacts on the City's transportation system.**
- 4. To continue to seek opportunities to complete a successful LakePointe project.**

CITY OF KENMORE, WA**2016-2017 PROPOSED FEDERAL LEGISLATIVE AGENDA****Kenmore Navigation Channel**

The Kenmore Navigation Channel has not been the beneficiary of federally-assisted maintenance dredging since the 1990's, prior to the City's incorporation. We will continue to pursue funding for the US Army Corps of Engineers to engage in maintenance dredging, working with our Congressional delegation, Congressional committee staff, and appropriate federal agencies; most notably the Corps and the Office of Management and Budget.

Through regular contact with our Congressional Delegation and Congressional committee staff, Army Corps officials and staff in the Seattle District, Northwestern Division, Washington Headquarters, and the Assistant Secretary's office, as well as with the Office of Management and Budget, the project was provided \$440,000 with inclusion in the Corps' work plan for Fiscal Year 2014. The required preliminary steps of core sediment sampling and analysis and environmental review were completed in 2015, and it was determined that the dredged material would not be eligible for open water disposal. Upland disposal adds several million dollars to the project cost, and although it is not specifically required, project sponsors have funded the margin between open water disposal and upland disposal costs. It will be important to continue contact with decision makers so that the maintenance dredging itself is funded. The results of the sediment sampling are valid for two years, so additional sampling and analysis will likely be required.

In addition, the Water Resources Reform and Development Act of 2014 (WRRDA) contains a provision that assures funding will continue to be set aside for the maintenance dredging of small harbors.

Transportation Funding: West Sammamish River Bridge/Corridor Funding: Lakepointe Transportation; and Pedestrian/Bike Safety Improvements.

Long term, sustainable transportation federal financing for state and local government projects continues to be a priority. Priority projects for the City include:

West Sammamish River Bridge: The 68th Avenue NE (southbound) bridge over the Sammamish River should be replaced. The 80 year old bridge is of regional significance and is a well-used route around Lake Washington. Traffic over the Bridge has increased as drivers utilize this route to avoid tolls on State Route 520. The Bridge was constructed in the 1930's and is showing accelerated structural deterioration as a result of the increased traffic volumes. Load restrictions on the bridge are in place.

Additionally, a north-bound improvement to the corridor is needed to assist traffic approaching the heavily congested SR 522/68th Avenue NE intersection. The Total cost of the project is \$22 million. The City has been successful in securing State and Federal funding for a total of \$21 million, but costs may increase by the time final design is completed.

Lakepointe Transportation Infrastructure: Preliminary work on the long-planned redevelopment of the 45 acre Lakepointe site on Lake Washington is underway. Transportation is the linchpin of achieving a successful project, and multi modal travel opportunities are potential solutions, including connections to Bus Rapid Transit planned in the ST3 2016 ballot measure, parking (also in the ST3 project package), and the possibility of water taxi service to the University of Washington Main Campus/Sound Transit Station now being studied by King County. In addition to these key investments, major street improvements will certainly be needed to serve the major redevelopment project.

Pedestrian/Bike Safety Improvements: The City is working diligently to make significant improvements for bike and pedestrian safety, including major sidewalk construction on 68th Ave NE/Juanita Drive NE from the north to the south borders of the City that will go before the voters in a local bond measure in November 2016. Additional improvements are needed to ensure safer and healthier travel for walkers and cyclists.

Land and Water Conservation Fund Modifications for Transportation Projects

The City requested in a 2016 letter to Senator Cantwell modifications to Land and Water Conservation Fund (LWCF) requirements to:

1. Exempt small land transfers that have a de minimis effect on recreation from the formal conversion process now required by the Land and Water Conservation Fund.
2. Extend the temporary non conforming use period, often used for construction activity, from the current six month maximum to a maximum of twenty four months.

The Sammamish River Bridge project needs to acquire a small and unusable for recreation piece of land adjacent to the bridge that was originally acquired by the State of Washington with LWCF resources. The modifications would provide efficiencies for transportation projects in general with minimal effect on recreational resources, and other state and local agencies support this proposal.

Kenmore Air Temporary Flight Restrictions

To help maintain our jobs base, and to reduce inconvenience to residents, the City will continue to work with the Congressional Delegation to seek resolution to the Temporary Flight Restriction issue that is impacting Kenmore Air's business while inconveniencing passengers. The Delegation has been provided an estimate of the financial impact each time Kenmore Air is required to close down its flight operations as a result of a TFR. As a result of these efforts, the staffs of our two Senators convened a meeting with leadership from the three agencies involved – U.S. Secret Service, TSA and FAA – to discuss a potential fix to the issue. The Secret Service agreed to modify the requirement on a trial basis for a Presidential visit in June 2016.

The City will also continue to support Kenmore Air's request for more efficient US Customs and Border Patrol processing of passengers arriving from Canada who are not Canadian or US citizens. These passengers must now be transported to Seattle for Customs services while other passengers are processed at the Customs office at the Kenmore, WA Air Harbor.

Support Bastyr University Legislative Priorities

As Kenmore's largest employer, the success of Bastyr University in achieving its legislative priorities is important to the City of Kenmore. Support for natural health education, research and accreditation are among the University's priorities.

Identify and Pursue Grant Funding for City Priorities

The City's government relations consultants Alcalde & Fay will provide regular reports and alerts on federal grant funding opportunities for various purposes and programs, such as an economic development/business incubator, parks, broadband technology and infrastructure, and can assist in the development of grant proposals and garnering the political support for such proposals that can sometimes be instrumental to their being met receptively in federal agencies.

Monitor Discretionary Budgets

The City will want to monitor federal sources of assistance to assure that their budgets are not cut during these times of fiscal constraint. Programs administered by the Department of Housing and Urban Development, such as Community Development Block Grants will be of particular concern.

CITY OF KENMORE, WA**2015 FEDERAL LEGISLATIVE AGENDA****Kenmore Navigation Channel**

The Kenmore Navigation Channel has not been the beneficiary of federally-assisted maintenance dredging since the 1990's, prior to the City's incorporation. We will continue to pursue funding for the Army Corps to engage in maintenance dredging, working with our Congressional delegation, Congressional committee staff, and appropriate federal agencies; most notably the Corps and the Office of Management and Budget.

Through regular contact with our Congressional Delegation and Congressional committee staff, Army Corps officials and staff in the Seattle District, Northwestern Division, Washington Headquarters, and the Assistant Secretary's office, as well as with the Office of Management and Budget, the project was provided \$440,000 with inclusion in the Corps' work plan for Fiscal Year 2014. The required preliminary steps of core sediment sampling and analysis and environmental review are expected to be complete by early 2015. It will be important to continue contact with decision makers so that the maintenance dredging itself is funded. The results of the sediment sampling are valid for two years, so the dredging needs to be accomplished in a timely manner.

In addition, the Water Resources Reform and Development Act of 2014 (WRRDA) contains a provision that assures funding will continue to be set aside for the maintenance dredging of small harbors.

West Sammamish River Bridge/Corridor Funding

The City has determined through studies that the 68th Avenue NE (southbound) bridge over the Sammamish River should be replaced. The 80 year old bridge is of regional significance and is a well-used route around Lake Washington. Traffic over the Bridge has increased as drivers utilize this route to avoid tolls on State Route 520. The Bridge was constructed in the 1930's and is showing accelerated structural deterioration as a result of the increased traffic volumes. Load restrictions on the bridge were posted earlier this year.

Additionally, a north-bound improvement to the corridor is needed to assist traffic approaching the heavily congested SR 522/68th Avenue NE intersection. The Total cost of the project is \$22 million. The City has committed \$2 million in local resources to the project, and is actively seeking funding resources for the remaining \$20 million.

There may be other opportunities to advocate for legislation that could provide assistance for the bridge project. In August, Congress passed and the President signed into law, legislation continuing the federal surface transportation programs through May 31, 2015, at current funding levels, and provided revenues deemed sufficient to finance these programs. By the end of May, Congress will need to extend these programs, either with a temporary extension of existing law, or through action on a comprehensive reauthorization. And because existing highway user fees are no longer sufficient to fund these programs at existing levels, let alone at the higher levels that most authorities believe are necessary, a method for generating greater amounts of revenue will need to be identified to fund the nation's transportation programs into the future.

There is some discussion in Washington of a return to the practice of earmarking which, if adopted, could make a transportation reauthorization bill, or the annual transportation appropriations bill, a vehicle for the earmarking of funds directly for this project. Regardless, development of a new reauthorization bill will be monitored to try and assure that it might facilitate work on this project.

Kenmore Air Temporary Flight Restrictions

To help maintain our jobs base, and to reduce inconvenience to residents, the City will continue to work with the Congressional Delegation to seek resolution to the Temporary Flight Restriction issue that is impacting Kenmore Air's business while inconveniencing passengers. The Delegation has been provided an estimate of the financial impact each time Kenmore Air is required to close down its flight operations as a result of a TFR. As a result of these efforts, the staffs of our two Senators convened a meeting with leadership from the three agencies involved – U.S. Secret Service, TSA and FAA – to discuss a potential fix to the issue. The delegation tasked the three agencies to work to develop a viable solution.

Commuter Parking Facility Funding

Kenmore is a regional commuter center that is served by Metro Transit and Sound Transit. Existing park-and-ride facilities are full by early morning, resulting in overflow parking spilling over into local neighborhoods. The City will work with Sound Transit and/or Metro Transit to identify opportunities for locating a parking structure that can also serve downtown Kenmore businesses and/or trail and park users.

Transportation Financing

The City urges the Federal Government to establish a long-term sustainable transportation assistance program for highways and transit. Revenue sources need to be indexed to the economy and sufficient to assist with the funding of the nation's growing transportation needs. The financing mechanism needs to be long term,,

providing state and local jurisdictions with assurances of an on-going program so that they can plan projects. Continuing Resolutions do not provide any assurance of future funding of transportation needs.

Identify and Pursue Grant Funding for City Priorities

The City's government relations consultants Alcalde & Fay will provide regular reports and alerts on federal grant funding opportunities for various purposes and programs, such as an economic development/business incubator, parks, and infrastructure, and can assist in the development of grant proposals and garnering the political support for such proposals that can sometimes be instrumental to their being met receptively in federal agencies. Funding for bicycle and pedestrian safety improvements will be a priority in seeking grant funds in the coming year.

Monitor Discretionary Budgets

The City will want to monitor federal sources of assistance to assure that their budgets are not cut during these times of fiscal constraint. Programs administered by the Department of Housing and Urban Development, such as Community Development Block Grants will be of particular concern.



City Of Kenmore, Washington

June 1, 2016

The Honorable Maria Cantwell
United States Senate
311 Hart Senate Office Building
Washington, DC 20510

Dear Senator Cantwell:

The City of Kenmore would appreciate your assistance in resolving an issue related to the Land and Water Conservation Fund (LWCF) that could be remedied during conference negotiations on S. 2012, the Energy bill. We understand that, as passed by the Senate, this legislation reauthorizes the LWCF. We respectfully request your consideration of the following amendments that will simplify how vital transportation projects interact with the LWCF:

1. Exempt small land transfers that have a de minimis effect on recreation from the formal conversion process now required by the LWCF.
2. Extend the temporary non conforming use period, often used for construction activity, from the current six month maximum to a maximum of twenty four months.

These actions will help the City of Kenmore proceed efficiently with the replacement of the West Sammamish River Bridge, which has received \$20 Million in Federal and State funds and is currently in design. The bridge carries southbound traffic on the only link in Kenmore across the Sammamish River. The adjacent bridge which carries northbound traffic is a newer structure and does not need to be replaced at this time. We expect that other vital transportation projects will also benefit from the requested amendments, with minimal, if any, effect on recreational assets funded by the LWCF.

By way of background, in 1983 the Washington Department of Fish and Wildlife received an LWCF grant of less than \$16,000 to redevelop an existing fishing and boat launch facility in Kenmore near the West Sammamish River Bridge. With that very modest grant came the requirement that the land be maintained for recreational purposes in perpetuity. The City now needs to replace the West Sammamish River Bridge, and in doing so use a small parcel (a 3500 square foot strip of land, less than 5% of the total acreage) on the property to permanently enhance pedestrian and bicycle access to the Bridge (still a recreational use) and – temporarily – as part of a somewhat larger parcel to facilitate the Bridge's construction during the construction process. So, the City would like to purchase from the Department of Fish and Wildlife an undeveloped, deeply sloped strip of land that is 7 feet wide and 500 feet long, and encumbered with a utility easement. It has no existing recreational value. The City will utilize it as a portion of a 16-foot-wide bicycle/pedestrian facility to enhance access to the bike/ped lanes on the Bridge. The attached aerial photo shows the property.

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

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

June 1, 2016

Page 2

Sale of the land from the Department of Fish and Wildlife to the City could trigger the lengthy and cumbersome conversion requirements of the LWCF, even though its recreational use will actually be enhanced. The conversion is a lengthy process and will exceed the cost of the original grant by at least six times.

With respect to use of the land in support of Bridge construction activities, current law provides for, "temporary non-conforming uses" (such as those in support of construction) but those are limited to six months. This is simply inadequate for purposes of accommodating most modern bridge construction projects. A 24 month window for "temporary non-conforming use" of the land is needed.

Tracking federal highway law that was enacted in 2005, simplifying the process and approval of federally assisted transportation projects that impact public parks in only a de minimis manner; we would suggest that, similarly, LWCF law amended to allow land purchased with LWCF assistance to be transferred if it has only a de minimis impact on the use of the total parcel for its initially intended purpose. And again, an option that might facilitate the use of the property during construction, but not address the bicycle access issue, would be to expand the temporary non-conforming use clause to 24 months.

The replacement of the West Sammamish River Bridge is a priority to the City of Kenmore, and a matter of safety to our residents and all who use it. The Bridge was built in the 1930s and is nearing the end of its useful life. The deterioration of the structure has increased with increased traffic coinciding with SR 520 Bridge tolling in recent years. Indeed, load restrictions have been placed on vehicles traversing the bridge. Any delay in replacement increases the risk this bridge poses to safety and mobility and so we would appreciate your assistance in advancing a solution that will allow enhanced access to the new Bridge by bicyclists and pedestrians, and facilitate its proceeding on schedule, which anticipates a construction start in 2019.

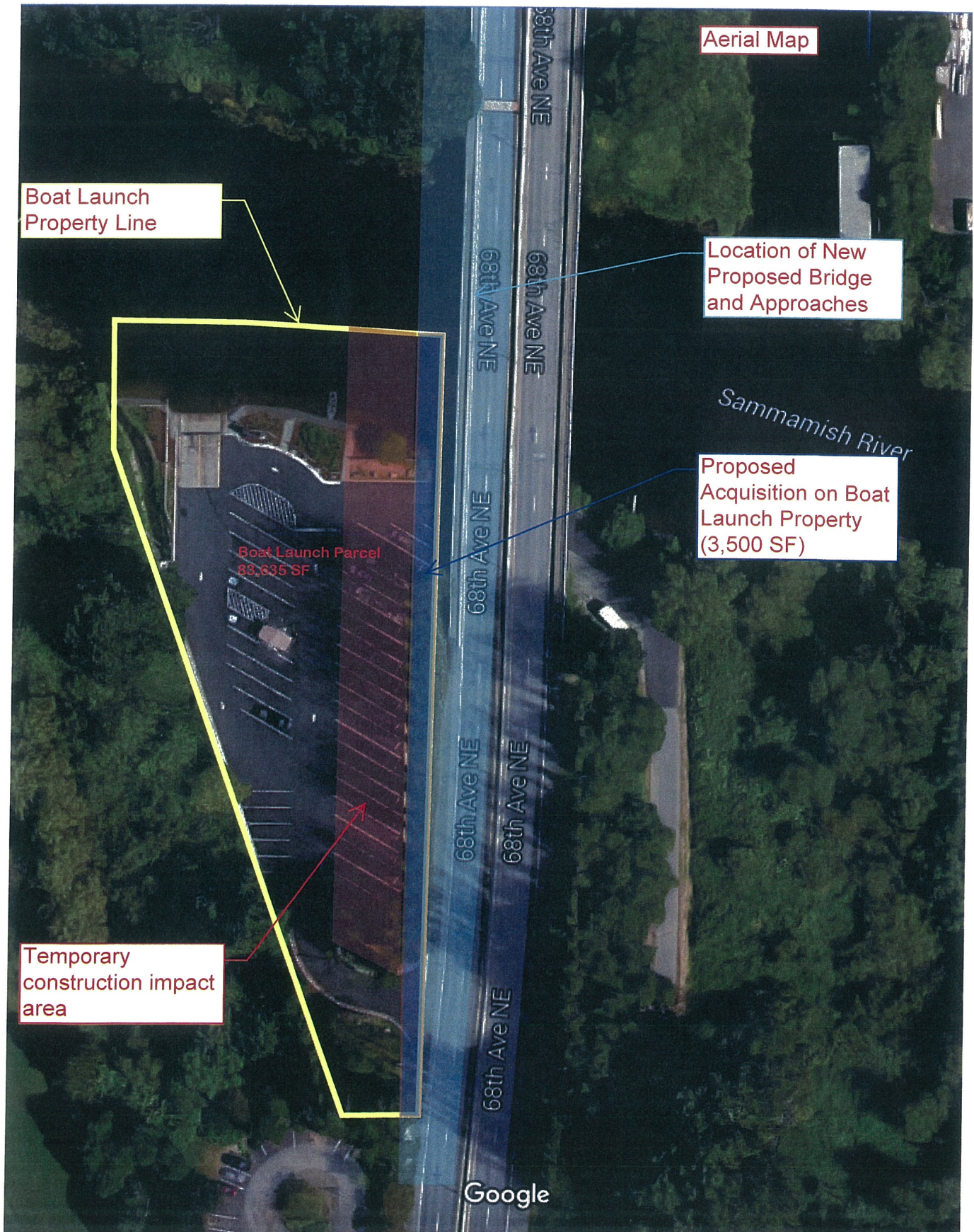
I would be pleased to respond to any questions or provide such additional information as you or your staff may desire, and appreciate your assistance on this matter.

Sincerely,



David Baker, Mayor
City of Kenmore

Kenmore City Council
Rob Karlinsey, City Manager
Paul Schlesinger, Alcalde and Fay



Subject/Topic: Resolution No. 16-285 Appointing Pro/Con Committee Members to write statements for the Local Voters’ Pamphlet on the bond measure for Walkways & Waterways Improvements		For Council Meeting Agenda of: July 25, 2016 Department: City Manager’s Office Prepared by: Leslie Harris, Community Relations Manager <i>LH</i>	
Proposed Council Action/Motion: Adopt Resolution No. 16-285 appointing committee members to prepare arguments advocating voters’ approval of the measure and committee members to prepare arguments advocating voters’ rejection		Initial & Date <i>AKG 14 July 2016</i> <i>D. Gregory via email</i> <i>7/15/16</i> <i>NKO R/K</i> <i>14 July 2016</i>	
		Approved by Department Head: Approved by City Attorney: Approved by Finance Director: Approved by City Manager:	
		Exhibits/Attachments: Resolution No. 16-285 Local Voters’ Pamphlet: Chapter 8	
Expenditure Required	Amount Budgeted	Appropriation Required	
N/A	N/A	N/A	
<u>INFORMATION/BACKGROUND:</u> On June 13, 2016, the City Council adopted Ordinance No. 16-0422 authorizing the submission of a Walkways & Waterways ballot proposition to the voters at the November 8, 2016 election. For the King County Local Voters’ Pamphlet, the jurisdiction is responsible for appointing pro and con committees to prepare statements in favor of and in opposition to the ballot measure. Pro and con committees consist of members of the public who commit to write a statement either in favor of or in opposition to a ballot measure. Each committee is limited to three members, but the committee can have an unlimited number of persons assist them to prepare the statements. Each committee must designate a spokesperson with whom King County Elections will communicate all matters related to the local voters’ pamphlet. The City received applications from eight Kenmore residents. Three people expressed interest in serving on the Pro Committee and three people expressed interest in serving on the Con Committee with an additional two people expressing interest in sharing feedback to the committees. Attached is Resolution No. 16-285 appointing committee members to prepare arguments advocating voters’ approval of the measure and committee members to prepare arguments advocating voters’ rejection. Once the committee members have been appointed, City staff will follow up with the committee members to review deadlines and rules related to the voters’ pamphlet statements. Chapter 8 of the Local Voters’ Pamphlet (attached) outlines information on the jurisdictions responsibilities of appointing the pro/con committee members and the responsibilities of the pro/con committee members.			
<u>FISCAL CONSIDERATION:</u> None.			

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

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

Council Goal 2: Continue to implement the Economic Development Plan.

Council Goal 4: Advance the public access and connection to the waterfront.

Council Goal 5: Accelerate implementation of the Sidewalk Plan and pursue various funding options.

Council goal 8: Continue to implement a Parks Improvement and Financial Plan.

Council Goal 11: Address watershed issues affecting the City.

**CITY OF KENMORE
WASHINGTON**

RESOLUTION NO. 16-285

**A RESOLUTION OF THE CITY COUNCIL OF
KENMORE, WASHINGTON APPOINTING PRO/CON
COMMITTEE MEMBERS.**

WHEREAS, on June 13, 2016, the City Council (the "Council") of the City of Kenmore, Washington (the "City") adopted Ordinance No. 16-0422 authorizing the submission of a ballot proposition to the voters at the November 8, 2016 election authorizing the City to issue bonds in the aggregate principal amount of not to exceed \$19,750,000 for the purpose of financing the costs of constructing, developing, equipping, upgrading, acquiring, and improving arterial walkways and waterfront access in the City, including the acquisition of land; and

WHEREAS, the City now desires to appoint committee members to prepare arguments advocating voters' approval of the measure and committee members to prepare arguments advocating voters' rejection, as set forth herein;

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

Section 1. Selection of Committee Members.

(a) The following persons are hereby appointed to prepare a statement advocating the voters' approval of the measure:

1. Barret Aldrich
2. Mark Ohrenschall
3. Nicole Suarez

(b) The following persons are hereby appointed to prepare a statement advocating the voters' rejection of the measure:

1. Steve Colwell
2. John Hendrickson
3. Todd Prince

Section 2. Severability. In the event that any provision of this resolution shall be held to be invalid, such invalidity shall not affect or invalidate any other provision of this resolution or the bonds as set forth in Ordinance No. 16-0422, but they shall be construed and enforced as if

such invalid provision had not been contained herein; provided, however, that any provision which shall for any reason be held by reason of its extent to be invalid shall be deemed to be in effect to the extent permitted by law.

Section 3. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS ____ DAY OF _____, 2016.

CITY OF KENMORE, WASHINGTON

David Baker, Mayor

ATTEST/AUTHENTICATED

Patty Safrin, City Clerk

APPROVED AS TO FORM

Pacifica Law Group LLP, Bond Counsel to
the City of Kenmore, Washington

Local Voters' Pamphlet

Information on how to publish a local voters' pamphlet, explanatory statements, and pro/con committees.

chapter 08

Requesting a local voters' pamphlet

For primary and general elections, King County publishes a local voters' pamphlet. All jurisdictions requesting a measure be placed on the ballot are automatically included in the local voters' pamphlet.

For the February and April special elections, King County does not publish a local voters' pamphlet automatically. The jurisdiction must specifically request a local voters' pamphlet in a resolution submitted to King County Elections. The jurisdiction must pay for the costs of publishing the local voters' pamphlet.

The request for publication of a local voters' pamphlet can be included in the resolution calling for a special election, or submitted as a separate resolution. The deadline to submit is the same as the deadline to submit a ballot measure.

Jurisdictions responsibility - appointing committee members

The jurisdiction is responsible for appointing pro and con committees to prepare statements in favor of and in opposition to the ballot measure. Pro and con committees consist of members of the public who commit to write a statement either in favor of or in opposition to a ballot measure. Each committee is limited to three members, but the committee can have an unlimited number of persons assist them to prepare the statements. Each committee must designate a spokesperson with whom King County Elections will communicate all matters related to the local voters' pamphlet.

Once the committee members have been chosen, the jurisdiction must complete the Committee Appointment Form which is included in the [Local Voters' Pamphlet Packet](#) and submit it to King County Elections by 4:30 p.m. on the day of the deadline.

The jurisdiction is also responsible for informing the committee members of the deadlines and rules related to the voters' pamphlet statements. King County Elections provides a packet of information



Local voters' pamphlet deadlines

Special elections

Election date	February 9	April 26
Resolution due	12/11/15	2/26/16
Explanatory statement	12/11/15	2/26/16
Pro/Con Committee Appointments	12/11/15	2/26/16
Pro/Con Statements	12/15/15	3/1/16
Rebuttal Statements	12/17/15	3/3/16

Primary and general elections

Election date	August 2	November 8
Resolution due*	n/a	n/a
Explanatory statement	5/17/16	8/5/16
Pro/Con Committee Appointments	5/13/16	8/2/16
Pro/Con Statements	5/23/16	8/11/16
Rebuttal Statements	5/25/16	8/15/16

*Resolution requesting local voters' pamphlet not required - pamphlet automatically produced for primary and general

for jurisdictions to distribute to committee members. The [Local Voters' Pamphlet Packet](#) is available on our website.

If a jurisdiction is unable to locate persons to serve on either or both committees, the jurisdiction will notify King County Elections no later than 4:30 p.m. on the day of the pro and con committee appointment form deadline. The notification will detail the efforts made by the jurisdiction to establish the committee(s). In the event that a jurisdiction is unable to appoint committee members by the deadline, King County Elections may appoint committee members.

Jurisdictions responsibility - preparing an explanatory statement

The jurisdiction must coordinate with their legal counsel to prepare an explanatory statement. An explanatory statement states the effect of a ballot measure if passed into law, and only covers the anticipated effect of the measure should it be passed into law. The statement must not be an argument in favor of or in opposition to the measure.

The statement can be prepared by the jurisdiction or the jurisdiction's attorney. If the statement is prepared by the jurisdiction, it must be signed-off by the jurisdiction's attorney.

The explanatory statement must be submitted by 4:30 p.m. on the day of the deadline.

Pro and con committee responsibilities

The pro and con committees submit statements in favor of and in opposition to the ballot measure for the local voters' pamphlet.

Pro and con statements are to be submitted directly to King County Elections by the committee spokesperson, no later than 4:30 p.m. on the day of the deadline, regardless of postmark. A Pro/Con Statement Submission form is required when submitting a statement. This form is included in the [Local Voters' Pamphlet Packet](#).

After the deadline to submit pro and con statements, King County Elections will email the opposing committee's statement to the spokesperson identified on the committee appointment form. Each committee will then have the opportunity to write a rebuttal statement. However, a rebuttal statement is not required. Rebuttal statements must be submitted to King County Elections by 4:30 p.m. on the day of the deadline, regardless of postmark. Rebuttal statements are not exchanged.

King County Elections prefers to receive statements as a Word document sent via email; but statements may be submitted by email, postal mail, fax, or -in-person.

It is the responsibility of the committees to submit all statements to King County Elections by 4:30 p.m. on the appropriate deadline day, regardless of postmark. Submissions received after the deadline are invalid.

Word limits

The explanatory statement is limited to 250 words.

Pro and con statements must not exceed 200 words (incorporation measures have a 500 word limit), but further limitations are based upon the space available within the pamphlet. Rebuttal statements are limited to 75 words.

i

Word limits

Explanatory statements: 250 words

Pro and con statements: 200 words

Rebuttal statements: 75 words

Formatting

Space is limited, so formatting is very important. Format your statement as an essay, text must be written in paragraphs. Tables, lists, and bullets are not allowed.

Only use *italics* to emphasize specific words or statements. Bolding, underlining, and all caps are not allowed. **Prohibited formatting within submitted statements will be changed to italics.**

Correct

I approve of justice for all, fairness of the law, and rehabilitation.

Incorrect

I approve of:

- JUSTICE for all
- **Fairness** of the law
- Rehabilitation

Keep your statement simple and write in the narrative. The King County Elections Director may reject any statement if, in his or her opinion, the statement contains obscene, vulgar, profane, scandalous, libelous, defamatory, or treasonable matter; any language tending to provoke crime or a breach of the peace, or language or matter the circulation of which through the mail is prohibited by any act of Congress.

Here are a few tips: treat this as a resume and edit carefully, avoid technical terms that may not be generally understood, avoid criticism of opponents.

Proofread carefully, your statement will be printed exactly as you submit it. Changes to your statement are not allowed once it has been submitted. King County Elections will not proofread any statement for errors in spelling, punctuation, or syntax. All statements are published as submitted. King County is not responsible for the validity or accuracy of the statements.

Contact information - jurisdictions

An email address and phone number for the jurisdiction will be published in the local voters' pamphlet. This contact should be able to respond to questions from voters regarding the jurisdiction's ballot measure.

Contact information - pro & con committees

The names of the committee members and one phone number, email, or website are added after the statements. This information is not included in the statement word limit. No titles will be included with the committee members' names.

Review of statements

Prior to publication of the local voters' pamphlet, King County Elections will email each committee spokesperson a proof of their statements. Upon receipt of the proof,

Statement review deadlines		
Special elections		
Election date	February 9	April 26
Proof copy emailed to committee spokesperson	12/28/15	3/11/16
Response from committees due	12/30/15	3/14/16
Primary and general elections		
Election date	August 2	November 8
Proof copy emailed to committee spokesperson	6/10/16	9/9/16
Response from committees due	6/13/16	9/12/16

committees should ensure that there are no discrepancies between the proof copy and the information they submitted.

No changes to the originally submitted statements will be accepted. No new material will be accepted. The only permitted changes are updates to the contact information section. Committees must notify King County Elections of any discrepancies or contact information updates by 4:30 p.m. on the day of the deadline stated in the email containing the proof copy.

Frequently asked questions

When are local voters' pamphlets mailed?

King County Elections makes every effort to have ballots and local voters' pamphlets delivered to voters around the same time; however, even though the materials are mailed at once, they may not reach every voter on the same day.

Local voters' pamphlet information is also available on our website, where voters can create a personalized voter guide.

How are local voters' pamphlets distributed?

In countywide elections, one copy of the local voters' pamphlet will be mailed to each household in the county. All households in a zip code will receive the same edition of the pamphlet but not all material contained inside will appear on each voter's ballot.

For example, two school districts may share the same zip code so both will appear in one edition of the pamphlet, however, the voter only resides within one of those school districts.

How can a jurisdiction participate in the local voters' pamphlet?

For the primary and general elections, King County publishes a local voters' pamphlet. Districts placing measures on the primary or general election ballot are automatically included in the local voters' pamphlet.

Special election local voters' pamphlets are not automatically produced. A local voters' pamphlet must be specifically requested by the jurisdiction, by resolution, and the jurisdiction pays the costs associated with publishing the pamphlet.

The resolution requesting a local voters' pamphlet must be submitted to King County Elections by 4:30 p.m. on the day of deadline to request a ballot measure.



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

Subject/Topic: Ordinance No. 16-0425 Adopting a New Chapter 5.45 of the Kenmore Municipal Code, Relating to Business Licenses for Massage Businesses and Practitioners Proposed Council Action/Motion: Motion to Adopt Ordinance No. 16-0425; an Ordinance of the City of Kenmore, Washington Adopting a New Chapter 5.45 of the Kenmore Municipal Code, Relating to Business Licenses for Massage Businesses and Practitioners	For Council Meeting Agenda of: <u>July 25, 2016</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center; border-bottom: 1px solid black;">Initial & Date</td> </tr> <tr> <td>Approved by Department Head:</td> <td style="text-align: center;"><u>[Signature]</u> 7/13/16</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">✓ <u>RK</u></td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;"><u>[Signature]</u> 7/13/16</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;"><u>[Signature]</u></td> </tr> </table> Exhibits/Attachments: Attachment 1) Ordinance No. 16-0425 with Exhibit A Attachment 2) Existing Chapter 5.45 showing proposed changes in strikethroughs and underlines		Initial & Date	Approved by Department Head:	<u>[Signature]</u> 7/13/16	Approved by City Attorney:	✓ <u>RK</u>	Approved by Finance Director:	<u>[Signature]</u> 7/13/16	Approved by City Manager:	<u>[Signature]</u>
	Initial & Date										
Approved by Department Head:	<u>[Signature]</u> 7/13/16										
Approved by City Attorney:	✓ <u>RK</u>										
Approved by Finance Director:	<u>[Signature]</u> 7/13/16										
Approved by City Manager:	<u>[Signature]</u>										
Expenditure Required NA	Amount Budgeted NA	Appropriation Required NA									
<u>INFORMATION/BACKGROUND:</u> On July 27th, 2015 the City Council adopted Ordinance No. 15-0402, an Ordinance relating to regulatory business licenses and business registration and amending Title 5 of the Kenmore Municipal Code. The following updates to KMC Chapter 5.45 are related to business license regulations for massage businesses, massage practitioners and public bathhouses in order to align with recent adoption of revised general business licensing requirements and procedures, as well as, provide alignment with current terms and address some concerns raised during a recent enforcement appeal. Specifically, the proposed changes to Chapter 5.45 are as follows: • General: We did not adopt a brand new Chapter based on another City's massage business code. We thought it would be better to stick with what is familiar to the City staff, especially the police officers. • General: The old sections have been reorganized to a great extent to put similar topics into similar sections. • General: Many of the revisions coordinate Chapter 5.05 with Chapter 5.45. • 5.45.010: A new term called "corporation members" is established to make all persons who are connected with the business responsible for the activities that occur in the operation of the business. Consequently, for example, if a massage practitioner has recently been convicted of prostitution, or if a director of the business corporation has recently been convicted of promoting prostitution, that information will need to be divulged on the application, or renewal of the application, and can be taken into account in deciding whether to approve, suspend or revoke a license. • 5.45.010: A new term called "reflexology" is included to cover this new type of activity, which now is addressed by State law, similarly to massage practitioners. • 5.45.030: Addressed renewals. Specifically stated they are processed the same as a new license. Previous version did not discuss renewals.											

- 5.45.030.C: The exemptions from obtaining a license have been revised to include new categories of state licensees, such as nurse practitioners and manicurists.
- 5.45.040: Specifies that the police department must review the applications. Previous version did not mention this.
- 5.45.050: Clarified and strengthened our denial process. Previous version raised a few issues and concerns.

FISCAL CONSIDERATION:

Revenue from business licenses for massage businesses and massage practitioner is minimal.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

To continue to implement the Council's vision of providing a safe and secure community; sustainable, healthy environment; and a desirable place to work and live. A community that is attentive to, and seeks to provide, for the health, safety and welfare of all its citizens.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 16-0425**

**AN ORDINANCE OF THE CITY OF KENMMORE,
WASHINGTON, RELATING TO BUSINESS LICENSES
FOR MASSAGE BUSINESSES, MASSAGE
PRACTITIONERS AND PUBLIC BATHHOUSES, AND
ADOPTING A NEW CHAPTER 5.45 OF THE KENMORE
MUNICIPAL CODE.**

WHEREAS, the City desires to update and amend KMC Chapter 5.45, which relates to business license regulations for massage businesses, massage practitioners and public bathhouses, particularly in light of the City's recent adoption of revised general business licensing requirements and procedures;

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

Section 1. Amendment – KMC Chapter 5.45. KMC Chapter 5.45 is repealed and replaced in its entirety by a new KMC Chapter 5.45, titled "Massage Businesses, Massage Practitioners and Public Bathhouses, attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Applicability to Current Licenses. The provisions of the new KMC Chapter 5.45 adopted by Section 1 of this Ordinance shall apply to all persons and corporations, as defined in the new KMC Chapter 5.45, having current and valid licenses on the effective date of this Ordinance.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of the publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25th DAY OF July, 2016.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED

Patty Safrin, City Clerk

Approved as to form:

Rod P. Kaseguma, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO. 16-0425
DATE OF PUBLICATION:
EFFECTIVE DATE:

Exhibit A

Chapter 5.45
MESSAGE BUSINESSES, MESSAGE PRACTITIONERS AND PUBLIC BATHHOUSES

Sections:

- 5.45.010 Definitions.**
- 5.45.020 General provisions.**
- 5.45.030 License required.**
- 5.45.040 License application and issuance.**
- 5.45.050 Standards for denial of license.**
- 5.45.060 Operating requirements.**
- 5.45.070 Transfer of licenses and change of location.**
- 5.45.080 Operating requirements for safety and sanitation.**
- 5.45.090 Standards of conduct.**
- 5.45.100 Suspension and revocation of license.**

5.45.010 Definitions.

For the purpose of this chapter, the following terms, words and phrases shall have the following meanings:

- A. "Corporation" means a partnership, firm, joint stock company, corporation, association, trust, estate or other legal entity.
- B. "Corporation members" means partners, directors, officials, officers, shareholders, employees, members or managers of the corporation; independent contractors who perform services for the corporation; and any person who has an ownership, management or other interest in the corporation.
- C. "Genitals" includes genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.
- D. "Massage" means the treatment of a human body by another by the external manipulation or pressure of soft tissue. Massage includes reflexology, rubbing, kneading, touching, stroking, compressing, gliding, shaking, stretching, or tapping by manual means as they relate to massage with or without the aids of superficial heat, cold, water, lubricants, or salts.
- E. "Massage business" means the operation of a business where massages are given.
- F. "Massage practitioner" means any person engaged in the practice of massage.

Exhibit A

G. "Public bathhouse" means any place where baths or facilities for baths of any kind whatsoever are given or furnished, and the term shall include but not be limited to: Finnish baths; Russian baths; sauna baths; Swedish baths; Turkish baths; hot tubs; and baths by hot air, steam, vapor, water or electric cabinet; provided, that such term shall not include ordinary tub or shower baths where an attendant is not required.

H. "Reflexology" means a health care service that is limited to applying alternating pressure with thumb and finger techniques to reflexive areas of the lower one-third of the extremities, feet, hands, and outer ears based on reflex maps. Reflexology does not include the diagnosis of or treatment for specific diseases, or joint manipulations.

5.45.020 General provisions.

Unless otherwise specified, the general licensing provisions of KMC Chapter 5.05 shall apply to this chapter.

5.45.030 License required.

A. Massge business or public bathhouse. It is unlawful for any person or corporation to conduct, operate or maintain a *massage business* or *public bathhouse* without a current and valid *license* issued in accordance with KMC Chapter 5.05 and this Chapter. A renewal of a *license* shall be handled and processed as a new application for a *license*.

B. Massge practitioner. It is unlawful for any person to give a *massage* without a current and valid *license* issued in accordance with KMC Chapter 5.05 and this Chapter. A renewal of a *license* shall be handled and processed as a new application for a *license*.

C. Exemptions. This chapter shall not apply to:

1. An individual giving *massage* in the individual's home to members of the individual's immediate family.
2. Physicians, surgeons, chiropractors, osteopaths, acupuncturists, or physical therapists who are duly licensed or certified to practice their respective professions in the State of Washington.
3. *Persons* practicing *massage* under the direct supervision of physicians, surgeons, chiropractors, osteopaths, or physical therapists duly licensed by the State of Washington. "Direct supervision" means that the *massage* is given on the premises of or in the presence of such physicians, surgeons, chiropractors, osteopaths, or physical therapists.

Exhibit A

4. Nurses, nurse practitioners and practical nurses who are duly licensed or registered to practice their respective services in the State of Washington.
5. Cosmetologists, hair designers, barbers, manicurists and estheticians who are duly licensed to practice their respective services; provided, that such services as is practiced is within their authorized and licensed scope of practice.
6. *Massage* practiced at the athletic department of any institution maintained by the public funds of the State, or any of its political subdivisions.
7. *Massage* practiced at the athletic department of any school or college accredited by the Northwest Association of Secondary and Higher Schools.

5.45.040 License application and issuance.

A. Message business or public bathhouse. In addition to the application requirements of KMC Chapter 5.05, all applications for a *massage business* or *public bathhouse license*, or renewal thereof, shall:

1. Be certified as true under penalty of perjury;
2. For corporations, state the names, addresses, telephone numbers, and Social Security numbers of all *corporation members*, specifying the status of each;
3. For a *massage business*, submit copies of current and valid licenses issued by the State of Washington for all *massage practitioners* who are corporation members or who provide or will provide *massages*; and
4. Submit copies of loan documents and leases relating to the business, if requested by the *city manager*.

The *city manager* shall refer applications to the City police department and may refer applications to the King County Department of Health, the Northshore Fire Department, and any other City departments deemed appropriate by the *city manager*, with a request to inspect the proposed business premises or business premises, as applicable, with regard to its sanitary and safety conditions and to submit a written report thereon; provided, that an application for a *massage business* conducted in the applicant's home shall not be referred to the Northshore Fire Department.

Exhibit A

B. Massage practitioner. In addition to the application requirements of KMC Chapter 5.05, all applications for a *massage practitioner's license*, or renewal thereof, shall:

1. Be certified as true under penalty of perjury;
2. Contain a letter from the owner of the *massage business* indicating an intent to employ the applicant; and
3. Contain a copy of a current and valid *massage practitioner* license issued by the State of Washington.

C. The City police department or designee may perform a background check on the applicant and any *corporation members*, in accordance with the procedures of the City police department.

5.45.050 Standards for denial of license.

A. Massage business or public bathhouse license.

1. In addition to the reasons for approval or denial of a *license* stated in KMC Chapter 5.05, the *city manager* may deny any new application for or renewal of a *massage business* or *public bathhouse license* if the *city manager* determines that the applicant has:

- a. Made any material misstatement in the application;
- b. Proposed a place of business or an establishment to be licensed which would not comply with all applicable requirements of this Code; or
- c. Within three (3) years prior to the date of the application, the applicant or any *corporation member*:

1. Failed to comply with the standards of conduct or operating requirements of KMC Chapter 5.45 in connection with a *massage business* or *public bathhouse* in the City;
2. Had any convictions or bail forfeitures which have a direct connection with operating a *massage business* or *public bathhouse*, including but not limited to theft, controlled substances, prostitution, promoting or permitting prostitution, sexual offenses, consumer fraud, or obscenity;

Exhibit A

3. Had a *massage business* or *public bathhouse license* suspended or revoked by the City pursuant to KMC 5.45.100, or its predecessor Code section, or by any other jurisdiction; or

4. Received penalties pursuant to RCW 18.108.035.

B. Massage Practitioner License.

1. In addition to the reasons for approval or denial of a *license* stated in KMC Chapter 5.05, the city manager may deny any new application for or renewal of a massage practitioner license if the city manager determines that the applicant has:

a. Made any material misstatement in the application or

b. Within three (3) years prior to the date of application, the applicant/*licensee*:

(1) Failed to comply with the standards of conduct or operating requirements of KMC Chapter 5.45;

(2). Had any convictions or bail forfeitures which have a direct connection with the licensed activity including, but not limited to, theft, controlled substances, prostitution, sexual offenses, consumer fraud or obscenity;

(3). Had a *massage practitioner license* suspended or revoked by the City pursuant to KMC 5.45.100, or its predecessor code section, or by any other jurisdiction; or

(4). Received penalties pursuant to RCW 18.108.035.

C. Effect of License Denial. If the denial is based on conviction of a felony, then the applicant may reapply after two (2) years from the date of denial of the *license*. If the denial is based on conviction of a misdemeanor or prior suspension or revocation of a *license*, then the applicant may reapply after one (1) year from the date of denial of the *license*. If the denial is based on anything other than a felony conviction, misdemeanor conviction, or prior suspension or revocation of a *license*, then the applicant may reapply after six (6) months or another time period determined by the *city manager*.

5.45.060 Operating requirements—Massage business or public bathhouse.

All *massage business* and *public bathhouse licensees* shall:

Exhibit A

1. Comply with all applicable laws, ordinances and regulations, including but not limited to safety, sanitation and conduct requirements of KMC 5.45.080 and KMC 5.45.090;
2. Keep business receipts showing the dates of services given, the type of services rendered and the name and license number of the employees rendering the services. These business receipts shall be retained for a period of three (3) years after the dates of the services, and shall be open to inspection by the City police department;
3. Allow any police officer, the city manager, or a representative from the Seattle-King County Health Department or the Northshore Fire Department, to enter the premises in accordance with KMC 5.05.110;
4. Equip all doors in the premises (excluding doors in office and storage rooms), unless such doors provide access to service areas, so that they may not be fastened shut in order to prevent reasonable access by such authorities who announce their authority to enter prior to inspection of the premises;
5. Upon request of the *city manager*, submit a current and valid Washington State massage business license;
6. Post in a prominent place in the premises a list of all services offered, with a brief description of the services and the cost for the services. All business transactions with customers must be conducted in accordance with this posted list;
7. Not distribute or allow consumption of liquor and/or controlled substances in the premises; and
8. Not operate the business between the hours of 10:00 p.m. and 6:00 a.m.

5.45.070 Location of establishment; transfer of licenses and change of location.

A. No *massage business* or *public bathhouse license* issued under this Chapter shall be transferable from one person or entity to another. Upon the sale or transfer of any substantial interest in a *massage business* or *public bathhouse*, the *license* therefor shall be null and void. A new application shall be made by any person or entity desiring to operate or maintain the establishment and shall include a release of interest statement from the previous *licensee* and/or a signed lease or rental agreement for the establishment.

B. A *massage practitioner license*, when issued, shall be valid only for the massage establishment listed on the *license*; provided, that if the practitioner

Exhibit A

provides *massage* solely in the customer's home, the *license* will so note and will be valid for such purpose. Before commencing work as a *massage practitioner* for a new employer, a *massage practitioner* shall submit a letter from the new employer indicating an intent to employ the *practitioner* and the *practitioner* must apply for and receive from the *city manager* an amendment to his or her *license*, after paying a transfer fee of \$5.00.

5.45.080 Operating requirements for safety and sanitation.

Health and sanitary requirements for a *massage business* or *public bathhouse* shall include the following, in addition to any requirements of state and other local agencies:

- A. Each room or enclosure where massage services are performed on customers shall be provided with adequate lighting in accordance with the City building code, and in addition, at least one artificial light of not less than sixty (60) watts shall be provided in each room or enclosure where services are performed on customers and shall be in operation when such services are performed.
- B. The premises shall have equipment for disinfecting and cleaning non-disposable instruments and materials used in administering *massage* services. Such materials and instruments shall be properly cleaned after each use.
- C. Hot and cold running water shall be provided at all times.
- D. Closed cabinets shall be provided and used for the storage of all equipment, supplies and clean linens. All used disposable materials and soiled linens and towels shall be kept in covered containers or cabinets, which containers or cabinets shall be kept separate from clean storage cabinets.
- E. Clean linen and towels shall be provided for each *massage* customer. No common use of towels or linens shall be permitted.
- F. All *massage* tables, bathtubs, shower stalls, sauna baths, steam or bath areas and all floors shall have surfaces which can be readily cleaned.
- G. Oils, creams, lotions or other preparations used in administering *massages* shall be kept in clean containers or cabinets.
- H. Shower and/or bathtub, dressing, locker and toilet facilities shall be provided upon request for all customers served at any given time. Upon the request of a customer, the *licensee* shall provide the customer with facilities to lock or secure personal property. Male and female customers shall

Exhibit A

not simultaneously use common shower and/or bathtub, dressing, toilet and massage room facilities.

I. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and all other physical facilities shall be in good repair and shall be maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly and properly cleaned after each use.

J. Each *massage practitioner* shall wash his or her hands in hot running water using soap or disinfectant before and after administering a *massage* on a customer.

K. No person shall consume food or beverages in *massage* work areas.

L. Animals, except for trained dog guides or service animals, shall not be permitted in the premises.

M. A person suffering from an infectious or contagious disease shall not be served or treated. A massage practitioner who is suffering from an infectious or contagious disease shall not administer *massage* services.

N. The *massage* business or public bathhouse shall continuously comply with all applicable laws, ordinances, and regulations, including but not limited to building, fire or health laws, ordinances and regulations. **5.45.090 Standards of conduct.**

A. The following standards of conduct/operation must be adhered to by the *licensee* or *corporation member* of any *massage business* or *public bathhouse*:

1. Any person who provides a *massage* in the premises must be at least eighteen (18) years of age and have a current and valid *massage practitioner* license issued by the State of Washington and the City;
2. *Massage businesses* must have at least one *massage practitioner* who has a current and valid *massage practitioner* license issued by the State of Washington and the City on the premises at all times during business hours and/or during the presence of customers. *Public bathhouses* must have a manager or supervisor on the premises at all times during business hours and/or during the presence of customers;

Exhibit A

3. Any person who provides a *massage* in the premises must present documentation that he or she has attained the age of eighteen (18) years when an inspection pursuant to this Chapter is conducted. Any of the following shall be accepted as documentation of age:

- a. A motor vehicle operator's license issued by any state bearing the *massage practitioner's* photograph and date of birth;
- b. An identification card issued by the State of Washington which bears the *massage practitioner's* photograph and date of birth; or
- c. A passport.

4. The *corporation member* must prohibit any person providing massages from conducting the unlawful acts described in subsection B below.

Any violation of this section shall be grounds for suspension or revocation of the *massage business* or *public bathhouse license*, as provided for in KMC 5.45.100.

B. It shall be unlawful for any *license* or *corporation member* to:

- 1. Intentionally touch or manipulate the genitals of a *massage* customer;
- 2. Masturbate or fondle the genital area of a *massage* customer;
- 3. Administer a massage to a massage customer, unless in the case of a *massage practitioner*, the *massage practitioner's* sexual and genital body parts are completely covered by opaque clothing; or
- 4. Administer a *massage* to multiple customers in the same room or enclosure at the same time.

Any violation of this section shall be grounds for revocation of the *massage practitioner license* and/or the *massage business* or *public bathhouse license* of the *massage business* or *public bathhouse* where such actions occurred.

5.45.100 Suspension or revocation of license.

A. Massage business or public bathhouse license.

Exhibit A

1. In addition to the grounds for suspending or revoking a *massage business* or *public bathhouse license* in KMC 5.05.040, the *city manager* may suspend or revoke such a *license* on one or more of the following grounds:

a. The *licensee, corporation member, or massage practitioner* has:

1. Failed to comply with applicable laws, ordinances, and regulations; or
2. Employed, contracted with, or allowed persons who, within a period of one (1) year, have been convicted of prostitution, consumer fraud, or related crimes stemming from activities conducted on the licensed premises.
3. Had any convictions or bail forfeitures which have a direct connection with the licensed activity, including, but not limited to, consumer fraud, theft, controlled substances, prostitution, permitting or promoting prostitution, sexual offenses, or obscenity;
4. Had any violations subject to RCW 18.108.035; or
5. Failed to comply with or done anything which constitutes a reasonable basis for suspending or revoking the license.

B. Massage practitioner license.

1. In addition to the grounds for suspending or revoking a *massage practitioner license* in KMC 5.05.040, the *city manager* may suspend or revoke such a license on one or more of the following grounds:

- a. The licensee has had any convictions or bail forfeitures which have a direct connection with the licensed activity including, but not limited to, theft, controlled substances, prostitution, consumer fraud, obscenity, or sexual offenses;
- b. The licensee has had violations subject to RCW 18.108.035; or
- c. The licensee has failed to comply with or done anything which constitutes a reasonable basis for suspending or revoking the license.

C. Effect of license suspension or revocation. For a suspension or revocation of a *license* issued under this Chapter, the following definitions shall apply:

Exhibit A

1. “Suspension” of a *license* means a suspension of a current and valid *massage business* or *public bathhouse license* or a *massage practitioner license* for a period of up to one (1) year. The applicant’s *license* shall be automatically reinstituted upon expiration of the suspension period, provided that during the suspension period, if the *license* expires, the applicant must reapply after the conclusion of the suspension period.
2. “Revocation” of a *license* means a revocation of current and valid *massage business* or *public bathhouse license* or *massage practitioner license* for a period of at least one (1) year. The applicant must reapply for a *license* upon expiration of the revocation period.

ATTACHMENT #2

Chapter 5.45
MASSAGE BUSINESSES, PRACTITIONERS AND PUBLIC BATHHOUSES

Sections:

- 5.45.010 Definitions.
- 5.45.020 General provisions.
- 5.45.030 License required.
- 5.45.040 License application and issuance.
- 5.45.050 Standards for denial of license.
- 5.45.060 ~~Repealed.~~ Operating requirements.
- 5.45.070 ~~Repealed.~~ Transfer of licenses and change of location.
- 5.45.080 ~~Requirements for licensing/operation~~ Operating requirements for safety and sanitation.
- 5.45.090 ~~Transfer of licenses and change of location~~ Standards of conduct.
- 5.45.100 ~~Safety and sanitation~~ Suspension and revocation of license.
- 5.45.110 ~~Standards of conduct.~~
- 5.45.120 ~~Standards for suspension or revocation of license.~~
- 5.45.130 ~~Violation~~ Penalties.
- 5.45.140 ~~Repealed.~~

5.45.010 Definitions.

For the purpose of this chapter, the following terms, words and phrases shall have the following meanings:

A. "Corporation" means a partnership, firm, joint stock company, corporation, association, trust, estate or other legal entity.

B. "Corporation members" means partners, directors, officials, officers, shareholders, employees, members or managers of the corporation; independent contractors who perform services for the corporation; and any person who has an ownership, management or other interest in the corporation.

C. "Genitals" includes genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

D. "Massage" means the treatment of a human body by another by the external manipulation or pressure of soft tissue. Massage includes reflexology, rubbing, kneading, touching, stroking.

ATTACHMENT #2

compressing, gliding, shaking, stretching, or tapping by manual means as they relate to massage with or without the aids of superficial heat, cold, water, lubricants, or salts.

DE. "Massage business" means the operation of a business where massages are given.

EF. "Massage practitioner" means any person engaged in the practice of massage.

FG. "Public bathhouse" means any place where baths or facilities for baths of any kind whatsoever are given or furnished, and the term shall include but not be limited to: Finnish baths; Russian baths; sauna baths; Swedish baths; Turkish baths; hot tubs; and baths by hot air, steam, vapor, water or electric cabinet; provided, that such term shall not include ordinary tub or shower baths where an attendant is not required.

GH. "Reflexology" means a health care service that is limited to applying alternating pressure with thumb and finger techniques to reflexive areas of the lower one-third of the extremities, feet, hands, and outer ears based on reflex maps. Reflexology does not include the diagnosis of or treatment for specific diseases, or joint manipulations.

5.45.020 General provisions.

Unless otherwise specified, the general licensing provisions of KMC Chapter 5.05 shall apply to this chapter~~license-section~~.

5.45.030 License required.

A. ~~Message Bbusiness or Ppublic bBathhouse.~~ It is unlawful ~~for any person or corporation to conduct, operate or maintain a *massage business* or *public bathhouse* without a current and valid *license* issued in accordance with KMC Chapter 5.05 and this Chapter~~unless such establishment or premises is licensed as hereinafter provided. A renewal of a *license* shall be handled and processed as a new application for a *license*.

B. ~~Message- pPractitioner.~~ It is unlawful for any person to give a *massage* without a current and valid *massage-practitioner-license* issued in accordance with KMC Chapter 5.05 and this Chapter. A renewal of a *license* shall be handled and processed as a new application for a *license*.

C. Exemptions. This chapter shall not apply to:

1. An individual giving *massage* in the individual's~~their~~ home to members of the individual's~~individual's~~ immediate family;

ATTACHMENT #2

2. Physicians, surgeons, chiropractors, osteopaths, acupuncturists, or physical therapists who are duly licensed or certified to practice their respective professions in the State of Washington;

3. *Persons practicing massage* under the direct supervision of physicians, surgeons, chiropractors, osteopaths, or physical therapists duly licensed by the State of Washington. "Direct supervision" shall mean that the *massage* is given on the premises of or in the presence of such physicians, surgeons, chiropractors, osteopaths, or physical therapists;

4. ~~Nurses, nurse practitioners and practical nurses who are duly licensed or registered to practice their respective services as such under the laws of the State of Washington and who act under the direction and control of a duly licensed physician;~~

~~Persons authorized by the laws of this State as barbers and cosmetologists, hair designers, barbers, manicurists and estheticians who are duly licensed to practice their respective services;~~ provided, that such *massage services* as is practiced is within their authorized and licensed scope of practice;

6. *Massage* practiced at the athletic department of any institution maintained by the public funds of the State, or any of its political subdivisions; or

7. *Massage* practiced at the athletic department of any school or college accredited by the Northwest Association of Secondary and Higher Schools.

5.45.040 License application and issuance.

A. ~~Message Business or Public Bathhouse. In addition to the application requirements of KMC Chapter 5.05, all applications for a *massage business* or *public bathhouse* license, or renewal thereof, shall be submitted in the name of the person or entity proposing to conduct such *massage business* or *public bathhouse* on the business premises and shall be signed by such person or his agent and notarized or certified as true under penalty of perjury. All applications shall be submitted on a form supplied by the city manager, which shall require the following information:~~

1. ~~Be certified as true under penalty of perjury~~The name, home address, home telephone number, date and place of birth, and Social Security number of applicant if the applicant is an individual;

2. ~~The business name, address and telephone number of the establishment;~~

3. ~~For corporations, state~~ The names, addresses, telephone numbers, and Social Security numbers of all corporation membersany partners, corporate officers, shareholders who own 10 percent or more of the business, or other persons who have a substantial interest or management

ATTACHMENT #2

responsibilities in connection with the business, specifying the interest or management responsibility status of each. For the purpose of this subsection, "substantial interest" shall mean ownership of 10 percent or more of the business, or any other kind of contribution to the business of the same or greater size;

3. For a *massage business*, submit copies of current and valid licenses issued by the State of Washington for all *massage practitioners* who are corporation members or who provide or will provide massages; and

4. Submit copies of Terms of any loans documents and leases, secured transactions and repayments therefor relating to the business, if requested by the *city manager*.

The *city manager* shall refer applications to the City police department, and may refer applications to the King County Department of Health, and the Northshore Fire Department, as well as any other City departments deemed appropriate by the *city manager*, with a request to inspect the proposed business premises or business premises, as applicable, with regard to its sanitary and safety conditions and to submit a written report thereon; provided, that an application for a *massage business* conducted in the applicant's home shall not be referred to the Northshore Fire Department.

B. *Massage pPractitioner*. In addition to the application requirements of KMC Chapter 5.05, aAll applications for a *massage practitioner's license*, or renewal thereof, shall be signed by the applicant and notarized or certified to be true under penalty of perjury. All applications shall be submitted on a form supplied by the *city manager*, which shall require, at a minimum, the following information:

1. Be certified as true under penalty of perjuryThe applicant's name, address, telephone number, date and place of birth;

2. Contain aA letter from the owner of the *massage business* business indicating an intent to employ the applicant; and

3. Submit a copy of a current and valid *massage practitioner* license issued by the State of Washington.

43. Written proof that the applicant is 18 years of age or older. "Written proof" shall mean the following:

a. A motor vehicle operator's license issued by any state bearing the applicant's photograph and date of birth;

ATTACHMENT #2

~~b. An identification card issued by the State of Washington which bears the applicant's photograph and date of birth; or~~

~~c. A passport.~~

~~C. The City police department or designee may perform Applications will be submitted to a background check on the applicant and any corporation members, in accordance with the procedures of the City police department.~~

~~D. A license shall be issued within four (4) weeks of receipt; provided, that there are no grounds to deny the license pursuant to the sections of this code.~~

5.45.050 Standards for denial of license.

A. Massage Bbusiness or Ppublic Bbathhouse Llicense.

~~1. In addition to the reasons for approval or denial of a license stated in KMC Chapter 5.05, The city manager shallmay deny any new application for or renewal of a massage business or public bathhouse license applied for under the provisions of this chapter if the city manager determines that the applicant has:~~

~~a. Made any material misstatement in the application for a license;~~

~~b. Proposed a place of business or an establishment to be licensed which would not comply with all applicable requirements of this Ccode including but not limited to the zoning, building, health or fire codes of the City; or~~

~~c. Within three (3) years prior to the date of the application, the applicant or any corporation member:~~

~~e. Not complied 1. Failed to comply with the standards of conduct or operating requirements set out of KMC Chapter 5.45 in connection with a massage business or public bathhouse in the CityKMC 5.45.080.;~~

~~2. The city manager may deny any massage business or public bathhouse license applied for under the provisions of this chapter if the city manager determines that the applicant has, within three years prior to the date of application:~~

~~d2. Had any convictions or bail forfeitures which have a direct connection with operating a massage business or public bathhouse, the licensed activity including, but not limited to, theft,~~

ATTACHMENT #2

controlled substances, prostitution, promoting or permitting prostitution, sexual offenses, consumer fraud, or obscenity; or

e3. Had a *massage business or public bathhouse license* suspended or revoked by the City pursuant to KMC 5.45.100, or its predecessor Code section, or by any other jurisdiction; or

f4. Received penalties pursuant to RCW 18.108.035.

b. Had a *massage business/bathhouse license* denied or revoked by the City or any other jurisdiction.

B. Massage Practitioner License.

1. In addition to the reasons for approval or denial of a *license* stated in KMC Chapter 5.05,
the city manager shall may deny any new application for or renewal of a massage practitioner
license if the city manager determines that the applicant has:

a. Made any material misstatement in the application for a license; or

b. Within three (3) years prior to the date of application, the applicant/licensee:

b12. Not-complied Failed to comply with the standards of conduct or operating requirements
set out of KMC Chapter 5.45; in KMC 5.45.080.

2. The city manager may deny any *massage practitioner's license* if the city manager determines
that the applicant/licensee has:

a3. Had any convictions or bail forfeitures which have a direct connection with the licensed
activity including, but not limited to, theft, controlled substances, prostitution, sexual offenses,
consumer fraud or obscenity, within three years prior to the date of application; or

b4. Had a *massage practitioner license* suspended or revoked or suspended by the City
pursuant to KMC 5.45.100, or its predecessor code section, or by any other jurisdiction within
one year prior to the date of application; or

e5. Received penalties pursuant to RCW 18.108.035.

C. Effect of License Denial. If the denial is based on conviction of a felony, then the applicant may reapply
after two (2) years from the date of denial of the *license*. If the denial is based on conviction of a
misdemeanor or prior suspension or revocation of a *license*, then the applicant may reapply after one (1)

ATTACHMENT #2

year from the date of denial of the license. If the denial is based on anything other than a felony conviction, misdemeanor conviction, or prior suspension or revocation of a license, then the applicant may reapply after six (6) months or another time period determined by the city manager. If any applicant has a license denied, a license may not be granted within three years from the date of such denial provided such denial was based on a conviction classified as a felony. All other convictions of this chapter will preclude the issuance of a license under this chapter for a period of at least one year from the date of such denial. All applicants must comply with all application procedures pursuant to this chapter.

5.45.080060 Operating Requirements—Massage business or public bathhouse for licensing and operation.

A. Massage Business or Public Bathhouse. The city manager shall refer applications to the department and the Northshore fire department with a request to inspect the premises or proposed premises as to its sanitary and safety conditions and to submit a written report thereon; provided, however, that an application for a massage business conducted in the applicant's home shall not be referred to the Northshore fire department. All massage business and public bathhouse licensees shall:

1. Comply with the all applicable laws, ordinances and regulations, including but not limited to safety safety, and sanitation and conduct requirements of KMC 5.45.080 and KMC 5.45.090;
2. Keep business receipts showing the dates of services(s) given, the type of services(s) rendered and the name and license number of the employees rendering the services(s). These business receipts shall be retained for a period of three (3) years after the dates of the services(s), and shall be open to inspection by the eCity police department;
3. Allow any police officer, the city manager, or a representative from the Seattle-King County Hhealth Ddepartment or the Northshore Ffire Ddepartment, entry to enter the premises in accordance with KMC 5.05.110 during the hours the massage business or public bathhouse is open for business, upon presentation of proper identification, for purposes of inspecting the premises;
4. Provide that Equip all doors in such the premises (excluding doors in office and storage rooms), unless such doors provide access to service areas, are so equipped that they may not be fastened shut so as in order to prevent reasonable access by such authorities who announce their authority to enter prior to inspection of such the premises;
5. Comply with the applicable standards of conduct requirements set out in KMC 5.45.;
6. Comply with the all applicable laws, ordinances and regulations including provisions of the City building, fire and zoning codes;

ATTACHMENT #2

7. Upon request of the *city manager*, ~~s~~Submit proof of a current and valid Washington State massage business license;

~~86. Shall p~~Post in a prominent place in the premises a list of all services offered, with a brief description of what the services entails along with ~~and~~ the costs for such ~~the~~ services. All business transactions with customers must be conducted in accordance with ~~said~~ this posted list; and

~~97. Shall n~~Not distribute or allow consumption of consume liquor and/or controlled substances ~~in the licensed premises; and.~~

8. Not operate the business between the hours of 10:00 p.m. and 6:00 a.m.-

~~B. Massage Practitioner. All applicants for a massage practitioner's license or license renewal shall:~~

- ~~1. Be at least 18 years of age;~~
- ~~2. Submit to a background check in accordance with the procedures of the Kenmore police department;~~
- ~~3. Submit proof of a current and valid Washington State massage ractitioner license.~~

5.45.090070 Location of establishment; tTransfer of licenses and change of location.

A. No *massage business* or *public bathhouse license* issued under this Chapter shall be transferable from one person or entity to another. Upon the sale or transfer of any substantial interest in a *massage business* or *public bathhouse*, the *license* therefor shall be null and void. A new application shall be made by any person or entity desiring to operate or maintain the establishment and shall include a release of interest statement from the previous *licensee* and/or a signed lease or rental agreement for the establishment.

B. ~~The~~A *massage practitioner license*, when issued, shall be valid only for the massage establishment listed on the *license*; ~~provided, however, that~~ if the practitioner provides *massage* solely in the ~~client~~customer's home, the *license* will so note and will be valid for such purpose. Before commencing work as a *massage practitioner* for a new employer, a *massage practitioner* shall submit a letter from the new employer indicating an intent to employ the practitioner ~~applicant and the practitioner must apply for~~ and receive from the *city manager* an amendment to have his or her *license*, after paying a transfer ~~amended by the city manager for a fee of \$25.00.~~

5.45.100080 Operating requirements for sSafety and sanitation.

Health and sanitary requirements for a massage business or public bathhouse shall ~~may include, but are not necessarily limited to;~~ the following, in addition to any requirements of state and other local agencies:

ATTACHMENT #2

A. Each room or enclosure where massage services are performed on ~~customers~~~~patrons~~ shall be provided with adequate lighting in accordance with the City building code, and in addition, at least one artificial light of not less than ~~sixty (60)~~ watts shall be provided in each room or enclosure where services are performed on ~~customers~~~~patrons~~ and shall be in operation when such services are performed.

B. The premises shall have equipment for disinfecting and cleaning non-disposable instruments and materials used in administering *massage* services. Such materials and instruments shall be properly cleaned after each use.

C. Hot and cold running water shall be provided at all times.

D. Closed cabinets shall be provided and used for the storage of all equipment, supplies and clean linens. All used disposable materials and soiled linens and towels shall be kept in covered containers or cabinets, which containers or cabinets shall be kept separate from clean storage cabinets.

E. Clean linen and towels shall be provided for each *massage* ~~customer~~~~patron~~. No common use of towels or linens shall be permitted.

F. All *massage* tables, bathtubs, shower stalls, sauna baths, steam or bath areas and all floors shall have surfaces which ~~may~~can be readily cleaned.

G. Oils, creams, lotions or other preparations used in administering *massages* shall be kept in clean containers or cabinets.

H. Shower and/or bathtub, dressing, locker and toilet facilities shall be provided upon request for all ~~customers~~~~patrons~~ served at any given time. Upon the request of a ~~customer~~~~patron~~, the *licensee* shall provide the ~~patron~~~~customer~~ with facilities to lock or secure personal property. Male and female ~~patrons~~~~customers~~ shall not simultaneously use common shower and/or bathtub, dressing, toilet and massage room facilities.

I. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and all other physical facilities shall be in good repair and shall be maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly and properly cleaned after each use.

J. Each *massage practitioner* shall wash his or her hands in hot running water using soap or disinfectant before and after administering a *massage* on a customer~~to each patron~~.

ATTACHMENT #2

K. No person shall consume food or beverages in *massage* work areas.

L. Animals, except for trained dog guides or service animals, shall not be permitted in the premises~~massage establishments~~.

M. A person suffering from an infectious or contagious disease(s) shall not be ~~served or treated by any licensed massage business or public bathhouse or massage practitioner~~. A massage practitioner who is suffering from an infectious or contagious disease(s) shall not administer *massage* services.

N. ~~All~~The *massage business or public bathhouse*~~establishments~~ shall continuously comply with all applicable laws, ordinances, and regulations, including but not limited to building, fire or health laws, ordinances and regulations.

5.45.140090 Standards of conduct.

A. The following standards of conduct/operation must be adhered to by the licensee or corporation memberowner, proprietor, manager or person in charge of any *massage business or public bathhouse*:

1. Any person who ~~is employed to provide~~ gives a *massage* in the premises ~~such establishment~~ must be at least eighteen (18) years of age and have a current and be valid ly ~~licensed as~~ a massage practitioner license issued by the State of Washington and the City;

2. Massage businesses must have at least one *massage practitioner* who has a current and valid massage practitioner license issued by the State of Washington and the City on the premises at all times during business hours and/or during the presence of customers. ~~At all times during the hours held open for business, and/or during the presence of patrons, at least one validly licensed massage practitioner must be on the premises.~~ *Public bathhouses* must have a manager or supervisor on the premises at all times during the business hours held open for business and/or during the presence of customers~~patrons~~;

3. Any person who provides a massage in the premises ~~is employed by such an establishment~~ must present documentation that he or she has attained the age of eighteen (18) years when an inspection pursuant to this C~~e~~hapter is conducted. Any of the following shall be accepted as documentation of age:

a. A motor vehicle operator's license issued by any state bearing the massage practitioner~~applicant's~~ photograph and date of birth;

b. An identification card issued by the State of Washington which bears the massage practitioner~~applicant's~~ photograph and date of birth; or

ATTACHMENT #2

c. A passport.

4. The corporation member must prohibit any person providing massages from conducting the unlawful acts described in subsection B below.

Any violation of this section shall be grounds for suspension or revocation of the *massage business or public bathhouse license*, as provided for in KMC 5.45.100.

B. It shall be unlawful for any license or corporation member employee or agent of any massage business or public bathhouse to:

1. Intentionally touch or manipulate the genitals of a massage customerpatron;
2. Masturbate or fondle the genital area of a massage customerpatron;
3. Administer a massage to a massage customerpatron, unless in the case of a *massage practitioner*, the *such massage practitioner's* sexual and genital body parts are completely covered by opaque clothing; or
4. Administer a massage to multiple customers massage patrons in the same room or enclosure at the same time.

Any violation of this section shall be grounds for revocation or suspension of the *massage practitioner license* and/or the *massage business or public bathhouse license* of the *massage business or public bathhouse* where such actions occurred.

5.45.120100 Standards for sSuspension or revocation of license.

A. Massage Bbusiness or Ppublic Bbathhouse Llicense.

1. In addition to the grounds for suspending or revoking The city manager shall revoke a *massage business or public bathhouse license* in KMC 5.05.040, if the *city manager* may suspend or revoke such a *license* on one or more of the following grounds-determines that the licensee has:

- a. Failed to comply with the applicable ~~safety and sanitation requirements~~ set out in KMC 5.45.100; or
- b. Failed to comply with the applicable standards of conduct set out in KMC 5.45.110; or
- cb. The licensee, corporation member, or massage practitioner has:

ATTACHMENT #2

~~1. Failed to comply with the applicable laws, ordinances, and regulations building, fire and zoning code provisions; or~~

~~2. Employed, contracted with, or allowed persons who, within a period of one (1) year, have been convicted of prostitution, or consumer fraud, or related crimes stemming from activities conducted on the licensed premises, or who have been arrested for such offenses and which lead to such convictions; provided, that there are two or more such convictions within one year, or two or more arrests leading to such convictions within one year.~~

~~2. The city manager may revoke or suspend a massage business or public bathhouse license if the city manager determines that the licensee has:~~

~~a. Failed to comply with any of the operating requirements set out in KMC 5.45.080; or~~

~~b. Had any convictions or bail forfeitures which have a direct connection with the licensed activity, including, but not limited to, consumer fraud, theft, controlled substances, prostitution, permitting or promoting prostitution, sexual offenses, or obscenity; or~~

~~c. Had any violations subject to RCW 18.108.035; or~~

~~3. Failed to comply with or done anything which constitutes a reasonable basis for denying, suspending or revoking the a license.~~

~~3. If the city manager determines during an inspection that the condition of any massage business needs correction, a written notice of violation shall be issued to the supervisor, manager, owner or person in charge specifying such violations. These same violations shall be remedied immediately or by a later date determined by the city manager. Failure to comply with any written notice of violation by the city manager to make corrections may result in suspension or revocation of the massage business.~~

B. Massage Practitioner License.

~~1. In addition to the grounds for suspending or revoking The city manager shall suspend or revoke any a massage practitioner license in KMC 5.05.040, if the city manager may suspend or revoke such a license on one or more of the following grounds determines that the licensee has:~~

~~a. Failed to comply with the applicable standards of conduct set out in this chapter.~~

~~2. The city manager may suspend or revoke any massage practitioner's license if the city manager determines that the licensee has:~~

ATTACHMENT #2

~~ba. Failed to comply with any of the operating requirements set out in this chapter;~~

~~b. The licensee has h~~Had any convictions or bail forfeitures which have a direct connection with the licensed activity including, but not limited to, theft, controlled substances, prostitution, consumer fraud, obscenity, or sexual offenses; ~~or~~

~~db. The licensee has h~~Had any violations subject to RCW 18.108.035; ~~or~~

~~c. The licensee has f~~Failed to comply with or done anything which constitutes a reasonable basis for denying~~suspending or revoking the~~ license.

C. Effect of License suspension or Revocation. For a suspension or revocation of a license issued under this Chapter, the following definitions shall apply:

a1. "Suspension" of a license means a suspension of a current and valid *massage business or public bathhouse license* or a *massage practitioner license* for a period of up to one (1) year. The applicant's license shall be automatically reinstituted upon expiration of the suspension period, provided that during the suspension period, if the license expires, the applicant must reapply after the conclusion of the suspension period.

b2. "Revocation" of a license means a revocation of current and valid *massage business or public bathhouse license* or *massage practitioner license* for a period of at least one (1) year. The applicant must reapply for a license upon expiration of the revocation period.

~~If any applicant under this chapter has a license revoked, a license shall not be granted under this chapter for a period of at least one year from the date of such revocation.~~

~~D. The city manager may suspend a license for no more than six months.~~

~~5.45.130 Violation — Penalties.~~

~~A. Misdemeanor. Every person as principal, agent or otherwise, failing, neglecting or refusing to comply with any provision of this chapter, or violating the same, shall be guilty of a misdemeanor. Each day of such failure, neglect or refusal to comply with the provision of this chapter or the violation of same shall constitute a separate offense hereunder.~~

~~B. Civil Penalty. In addition to or as an alternative to any other penalty provided herein or by law, any person who violates any provision or any business license ordinance shall be subject to a civil penalty in an amount not to exceed \$250.00 per violation to be directly assessed by the city~~

ATTACHMENT #2

~~manager. The city manager, in a reasonable manner, may vary the amount of the penalty assessed to consider the appropriateness of the penalty to the size of the business of the violator, the gravity of the violation, the number of past and present violations committed and the good faith of the violator in attempting to achieve compliance after notification of the violation. All civil penalties assessed will be enforced and collected in accordance with the procedure specified under this title.~~

~~C. Additional Enforcement. Notwithstanding the existence or use of any other remedy, the city manager may seek legal or equitable relief to enjoin any acts or practices which constitute a violation of any business license ordinance or other regulations herein adopted.~~

~~5.45.140 Severability.~~

~~Repealed by Ord. 15-0402. [Ord. 98-0017 §§ 1, 2 (KCC 6.40.140).]~~



City Of Kenmore, Washington

Memorandum

Date: July 6, 2016

To: Rob Karlinsey, City Manager

From: Jennifer Gordon, Public Works Operations Manager
Debbie Bent, Community Development Director

Subject: Staff Report Twin Springs Park Opening

The Twin Springs property (25.51 acres) was transferred to the City by Quit Claim Deed from King County on May 18, 2016. The property must be used for public park, recreation or open space purposes. The Interagency Agreement (Contract 16-C1508) and Surface Access Easement Agreement (Contract 16-C1509) between King County and the City (approved by Council 2/8/16) outline conditions of the property transfer. Although the property now belongs to the City, King County will continue to have certain maintenance responsibilities on the City property for several years.

Staff recommends that Twin Springs Park remain closed to the public until: 1. Plans are developed for interim use; 2. Resources are allocated for implementation of the interim plan and associated maintenance; 3. The recommendations of the Public Works Service Analysis in relation to bringing on a new park facility are available to consider in developing a maintenance plan for Twin Springs.

1. **Interim (short term) Plan:** \$40,000 is budgeted in the 2015-2016 biennial budget within the Park Capital Improvement Program to develop an interim plan. Interim park uses are temporary and low cost options that would remain until the City can fund a master plan to identify long-term park improvements and fund implementation of master plan improvements. It is possible that the interim uses would be in place for several years. The Community Development Department does not have the staff capacity to manage development of an interim plan this year given commitments to other projects on the work plan. Staff recommends that the \$40,000 be rolled into the next biennial budget. Staff anticipates approximately 5-6 months to hire a consultant, complete an outreach process, develop a plan, develop cost estimates for plan implementation and maintenance cost estimates to ensure ongoing maintenance meets a defined level of service. Assuming resources are available for implementation and maintenance, it may be feasible to open the park by fall 2017.
2. **Long Term Plan:** The 2013 adopted Park Recreation and Open Space (PROS) plan identifies Twin Springs as a future Neighborhood Park. For example, Moorlands, Northshore Summit and Linwood Parks are considered Neighborhood Parks. Neighborhood Parks typically serve surrounding residents and often provide facilities such as paths/trails, playground, informal open

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

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

lawn areas, sport courts, restroom, and limited parking. Given that Twin Springs also includes environmentally sensitive areas (wetlands, streams, steep slopes), the site could also be considered in part a Nature Park. Nature Parks typically provide important wildlife habitat and opportunity for appropriate passive recreation such as trails. For example, Wallace Swamp Creek Park is considered a Nature Park. The PROS plan estimates \$165,000 for master planning and design, construction documents and permitting and \$1.1 million for construction. These cost are planning level estimates and so may be low.

3. King County Maintenance Responsibilities:

The interagency agreement (Contract 16-C1508) and Surface Access Easement Agreement (Contract 16-C1509), outlines the following maintenance items. Long term maintenance including those currently the responsibility of King County will be the City's responsibility.

- Landscaping: The County is responsible for landscape maintenance of plantings on the west hillside of the park property through January 1, 2017 to ensure plant survival. The temporary irrigation system is above ground and the County is responsibility for maintaining it. Staff recommends that the irrigation system remain in place until the City determines the plants are fully established. The County will remove the temporary irrigation system at the City's request before January 1, 2017 but then the City takes on the responsibility of the landscape maintenance. Staff recommends that the irrigation system remain in place to ensure plant survival.
- Wetland: The wetland area west of the split rail fence must be maintained in its current completed condition as a wetland mitigation area. The County is responsible for wetland maintenance and monitoring through January 1, 2025. After January 1, 2025 the City is responsible for wetland maintenance.
- Stream and Drainage Channel: The County is responsible for maintenance and monitoring of the streams and drainage channels and addressing natural erosion through January, 1 2025. After January 1, 2025 the City is responsible for maintenance.
- Surface Water System: The County is responsible for maintaining surface water facilities on their separate property. The City's surface water regulations require access for inspection. For future park improvements the City may request that the County allow surface water to be discharged into the County's facilities if certain criteria are met.
- Access Driveway: The County is responsible for maintenance of the northern driveway until the City starts park development on the property and then the City will reimburse the County 50% of the County's maintenance costs. Parking on the driveway is not allowed and the County has the right to close the easement with 72 hours' notice to the City if needed to perform maintenance work. Any City park sign or directional signs proposed to be located within the access easement area must be approved by the County.

4. **Park Operations and Maintenance:** Given current staff resources and maintenance responsibilities for existing park facilities, staff cannot absorb a new park, Twin Springs, without addition of resources. The Public Works Department is in the process of selecting a consultant to complete a Public Works Service Analysis. This analysis will include an assessment of the City's current park maintenance operations and provide recommendations for future park

maintenance operations and park level of service standards. Assuming a consultant is hired, staff anticipates that the analysis could be completed during the first quarter of 2017. Staff recommends that the results of this analysis be considered in developing an operations and maintenance plan for Twin Springs, for both the interim plan and long-term plans to ensure that appropriate resources are available for ongoing operations and maintenance.

Staff does not recommend opening the park in its current condition as this would require the following resources:

- Park Signage
 - Park Identification (two locations)
 - Dog leash rules/dog poop bag dispenser (two locations)
 - Park Rules (two locations)
- Trash and Recycling receptacles (two locations)
- Pad locks for existing bollards
- Bike Rack (two locations)
- Some kind of safety precaution/measure for the above ground irrigation that is running through the grass area.
- No Parking signage along 80th Ave NE where there is not enough room to park on the shoulder.
- Landscape maintenance mowing some or all of the open area
- Staff to perform daily routine maintenance.

Additional Improvements:

(A) Improve NE 192nd St entrance

- Install new gate
- Improve driveway and widen
- Vegetation trimming for site distance
- Add STOP sign for to make 4-way STOP
- Asphalt lift
- Striping for 5-6 stalls
- Wheel stops

(B) Improve shoulder just north of the 192nd St entrance

- Add gravel and grade to create approximately 3 street parking spaces to get cars completely off the pavement so pedestrians can get by.
- Add split rail fencing to highlight boundary

(C) Tables and/or Benches

(D) Fence around the King County Facility

(E) NE 195th St entrance

- No parking signs along driveway
- New gate

(I) Pedestrian Foot Bridges for passing over springs (could be a boy scout opportunity)



City of Kenmore, Washington

Memorandum

Date: July 21, 2016

To: Rob Karlinsey, City Manager

From: Bryan Hampson, Development Services Director 

Re: KGM, Kenmore Industrial Park, Agreement Update

As directed by the City Council on May 23, 2016, the City executed an agreement with KGM at the Kenmore industrial park in connection with the 520 Floating Bridge Project, provided KGM conducts its work in accordance with the terms below.

Since the agreement was executed on May 24, 2016, KGM has offloaded three barges. City staff was present during two of those occasions and observed the offloads. City staff will be available to answer any questions during the July 25, 2016 Council meeting.

The following are the agreed to terms:

- a. Rubblization of bridge concrete will not be done at or near Kenmore. This work shall be accomplished on barges on Lake Washington that are no further north than the most southern boundary (specifically, Holmes Point Drive) of the Kenmore City limits.
- b. At the Kenmore Yard, KGM shall transfer the concrete rubble and, except for pipe, railings, and/or rebar, other material from the demolished bridge directly from barges to trucks, without stockpiling the concrete rubble and other material from the demolished bridge or otherwise intentionally placing concrete and, except for pipe, railings, and/or rebar, other material from the demolished bridge on the ground at the Kenmore Yard. Initially, the transfer may occur by placing the concrete rubble and, except for pipe, railings, and/or rebar other material from the demolished bridge into trucks located at the Kenmore Yard adjacent to the barges. As soon as sufficient material has been removed from a barge to create a space large enough on the barge to accommodate a truck, KGM shall drive the trucks on to the barges for the receipt of the concrete rubble and other materials. Pipe,

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

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

railings, and/or rebar from bridge decommissioning shall be transferred from the barge to bins or directly to trucks for transport.

- c. Best Management Practices (BMP's) are in place and KGM shall follow these BMP's, including but not limited to:
 - i. Using the anchorage area in north Lake Washington to minimize the level of congestion and concurrent vessel activity within the channel.
 - ii. Operating barges through the deepest part of the navigation channel.
 - iii. Lowering vessel speeds and minimizing vessel thrust.
 - iv. Using small assist-boats to reduce tug propeller use and thrust.
 - v. Use of radio communications to coordinate vessel activities with Kenmore Air flights.
 - vi. Installation of a land-based crane to reduce use of derrick barges.
- d. Prior to execution of this Settlement Agreement, KGM has provided the City with existing concrete test results. KGM shall promptly provide the City with any future test data required by King County and WSDOT.
- e. Truck weight limitations. KGM shall provide the City with weight and load calculations from a test load that demonstrate that the legal truck weight limits will not be exceeded. The calculations shall be verified using scales currently owned and maintained by Cal-Portland for the test load. The verified load dimensions shall be described and shared with the City and used for all loads.
- f. Noise monitoring will occur. KGM shall comply with the City's noise code and share the results of noise monitoring with the City. All Front end loaders and all machinery used to transport material from barge to truck (e.g. excavators) by KGM will be equipped with "swishing" back-up warning devices within six (6) weeks of the effective date of this Agreement.
- g. Hours of operation will be limited such that KGM shall limit its hours of operation for loading, unloading, and other machinery and trucking operations for bridge decommissioning work only at Kenmore Yard to 8 a.m. to 6:30 p.m. Monday through Friday and 9 a.m. to 5 p.m. on Saturdays, with no work occurring on Sundays.
- h. Dust control will be in place. KGM shall continue to utilize dust control BMPs that include, as appropriate, water hoses, sprayers, water trucks, and covered loads. Water used for dust control shall be disposed of consistently with permit requirements. All trucks loaded with debris must be covered prior to the truck leaving the barge or the Kenmore Yard.
- i. KGM shall not haul material generated from bridge decommissioning activities over the Sammamish River bridge.

- j. Periodic on-site monitoring and testing by City personnel will be allowed. KGM shall provide the City with prompt information concerning any on-site spills or other mishaps.
- k. KGM cannot guarantee completion by a specific date; however, KGM shall advise the City if it will not complete the bridge decommissioning work by the end of 2016 as anticipated. It is in KGM's interest to complete the work as quickly as possible due to contract completion requirements.
- l. Once each week KGM will provide the City with an estimate of the number of barge trips expected for the next two weeks. KGM will provide monthly reports on the number.