



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

6:30 p.m., Monday, July 27, 2015

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. 6:30 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. PROCLAMATIONS

A. Proclamation Honoring Chip Davidson
[Proclamation](#)

B. Childhood Cancer Awareness Month Proclamation - September 2015
[Proclamation](#)

VIII. FLAG SALUTE

IX. AGENDA APPROVAL

X. CITIZEN COMMENTS

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

XI. CONSENT AGENDA

- A. Adopt Minutes for the July 13, 2015 City Council Meeting
[DRAFT 07 13 2015 Minutes](#)
- B. Approve Check Nos. 32466 - 32564 in the Amount of \$2,056,464.53 and Electronically Transferred Payroll Funds Totaling \$82,146.27 and Payroll Check No. 7681 in the Amount of \$824.24 for the Period Ending July 17, 2015
[Checks for Approval](#)
- C. Receive & File May 2015 Financial Report for the City of Kenmore, Washington
[Agenda Bill & Attachment](#)
- D. Accept Safe Routes to School (SRTS) Grant Funding for NE 202nd Street, and Approve Contract No. 15-C1372 with Washington State Department of Transportation (WSDOT) for Design and Construction
[Agenda Bill & Attachment](#)
- E. Authorize the City Manager to Execute Amendment No. 3 to Contract No. 12-C1082 with Perteet for Professional On-Call Services for Traffic Engineering, Transportation and Parks
[Agenda Bill & Attachment](#)
- F. Authorize the City Manager to Execute Contract No. 15-C1452 with JSH Properties for Proposed Town Green Retail
[Agenda Bill & Attachments](#)

XII. BUSINESS AGENDA & PUBLIC HEARINGS

- A. **SECOND PUBLIC HEARING** to Receive Public Testimony Regarding Ordinance No. 15-0401, Development Agreement with MSPT XI, LLC for Spencer Square in Kenmore Village - Bryan Hampson, Development Services Director
 - Adoption of Ordinance No. 15-0401
[Agenda Bill & Memo](#)
[City Manager Supplemental Memo](#)
[Ordinance No. 15-0401](#)
[Contract No. 15-C1449 - Development Agreement](#)
[Contract No. 15-C1449 - Exhibits A & B.pdf](#)
[Contract No. 15-C1449 - Exhibits C & D](#)
[Contract No. 15-C1449 - Exhibit E Project Renderings](#)
[Contract No. 15-C1449 - Exhibits F, G & H](#)
[Examples of Signs re Spencer Square](#)
- B. **SECOND PUBLIC HEARING** to Receive Public Testimony on Ordinance No. 15-0398, Temporary Elimination of Traffic Impact Fees and Minimum Parking Spaces for Changes of Use in Existing Buildings in the North Subarea of the Regional Business Zone (RBZ) east of 68th Avenue NE - Bryan Hampson, Development Services Director
 - Adoption of Ordinance No. 15-0398
[Agenda Bill & Attachments](#)

- C. **SECOND PUBLIC HEARING** to Receive Public Testimony Regarding Heavy Manufacturing Business Regulations and Regulatory Business Licenses - Bryan Hampson, Development Services Director
- Adoption of Ordinance No. 15-0402, Regarding Regulatory Business Licenses
 - Adoption of Ordinance No. 15-0403, Regarding Heavy Manufacturing Businesses and Activities
 - Adoption of Ordinance No. 15-0404, Regarding Nuisance and Disturbance Noise and Odors
- [Agenda Bill](#)
[Ordinance No. 15-0402](#)
[Ordinance No. 15-0403](#)
[Ordinance No. 15-0404](#)
- D. Road Standards Policy Discussion - Kris Overleese, Public Works Director/City Engineer, and Zack Richardson, Capital Projects Manager
- [Agenda Bill](#)
[PowerPoint Presentation](#)

XIII. STAFF REPORT

- A. School Zone Speed Camera Update - Kathi Beckett, Graduate Intern
- [Memorandum](#)
[PowerPoint Presentation](#)

XIV. COUNCILMEMBER REPORTS & COMMENTS

XV. ADJOURNMENT

Upcoming Meetings:

Monday, September 14, 2015 7:00 p.m. City Council Regular Meeting
Tuesday, September 15, 2015 7:00 p.m. Planning Commission Regular Meeting
Monday, September 21, 2015 7:00 p.m. City Council Regular Meeting

City of Kenmore Proclamation

WHEREAS, Clifford W. “Chip” Davidson (1932-2015) was a consummate contributor to this community since he and his family moved to Kenmore in 1961; and

WHEREAS, as a business owner, he enhanced services to boaters on north Lake Washington and served numerous clients in his accounting practice; and

WHEREAS, he served as a Commissioner for the Northshore Utility District, Skykomish Fire District #50 Commissioner, and was a volunteer for Northshore Fire District; and

WHEREAS, he was elected to the first Kenmore City Council, helping to guide the City in its early years; and

WHEREAS, he was active in Northshore Rotary, Northshore Scholarship Foundation, and many other community organizations; and

WHEREAS, he had wide-ranging interests and was an avid enthusiast of aviation and antique cars; and

WHEREAS, he was honored by the Kenmore City Council in a Proclamation declaring the final day of the 20th Century/December 31, 1999 (his last day in office as a City Councilmember) as Chip Davidson Appreciation Day; and

WHEREAS, in the words of that Proclamation, “everyone can see through this gruff façade and recognize, more often than he would care to admit, that a heart of gold beats underneath that exterior;” and

WHEREAS, his devotion to his family, friends and community was front and center throughout his life, and he is missed,

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby extend the our sincere appreciation and honor the memory of Clifford W. “Chip” Davidson, and thank Joan Davidson and her family for sharing Chip with this community for so many years. The City of Kenmore will place a commemorative park bench near Lake Washington so that visitors for years to come will know of his outstanding community service.

IN WITNESS WHEREOF, signed this 27th day of July, 2015.

Signed: _____
David Baker, Mayor

Attested: _____
Patty Safrin, City Clerk



City of Kenmore, Washington
Proclamation
Childhood Cancer Awareness Month

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly 15,000 of our country's young people each and every year.

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Seattle Children's Hospital, Mary Bridge Children's Hospital in Tacoma, and participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies, community get well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer,

NOW, THEREFORE, I, David Baker, Mayor of the City of Kenmore, Washington, on behalf of the City Council, proclaim **September 2015** to be

"Childhood Cancer Awareness Month"

in the City of Kenmore, and I urge all citizens to join with the City Council in this observance.

IN WITNESS WHEREOF, signed this 27th day of July, 2015.

Signed: _____
David Baker, Mayor

Attested: _____
Patty Safrin, City Clerk

**City of Kenmore, Washington
City Council Special & Regular Meeting
Minutes
July 13, 2015**

CALL TO ORDER – The special meeting of the Kenmore City Council was called to order by Mayor David Baker at 6:30 p.m.

EXECUTIVE SESSION

Mayor Baker recessed the special meeting to an executive session at 6:30 p.m. to discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i). He stated that the executive session will last for approximately 30 minutes and that no action is anticipated when the meeting is reconvened.

ADJOURNMENT – Mayor Baker adjourned the special meeting at 7:00 p.m.

CALL TO ORDER – Mayor Baker called the regular meeting to order at 7:00 p.m.

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

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Engineering & Environmental Services Director; Bryan Hampson, Development Services Director; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

FLAG SALUTE

Derek Wycoff led the flag salute.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

CITIZEN COMMENTS

Noel Barnett, 420 SW 11th Avenue, Canby, stated that he works for Cemex and asked that the City notify them as quickly as possible as a courtesy any time there is a complaint or issue.

Janet Hays, 6303 NE 181st Street, #301, Kenmore, was present to state her concerns regarding future light rail in the City.

Richard Honour, 19211 64th Place NE, Kenmore, was present to state his concerns regarding the safety of children from traffic accidents along 182nd Street.

Kate Donaldson, 6401 NE 181st Street, Kenmore, was present to state her concerns regarding Cemex and the pace of waterfront activities in Kenmore.

Patrick O'Brien, 6330 NE 181st Street, Kenmore, was present to state his concerns about Cemex and CalPortland.

Elizabeth Mooney, 5934 NE 201st Street, Kenmore, was present to state her concerns about Cemex and CalPortland.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Councilmember Smith and Mayor Baker asked to pull Consent Agenda Item C. for separate consideration.

Deputy Mayor Van Ness moved to approve the consent agenda as modified.

Councilmember Smith seconded the motion to Adopt the Minutes of the June 15, 2015 and June 22, 2015 City Council Meetings; Approve Check Nos. 32272 - 32384 in the Amount of \$2,597,287.17 and Electronically Transferred Payroll Funds Totaling \$80,538.18 for the Period Ending June 19, 2015; and Approve Contract No. 15-C1414 with KPFF for 62nd Avenue Corridor Improvement Project Design. The motion passed unanimously.

Development Services Director Bryan Hampson came forward to answer any questions regarding Consent Agenda Item C., "Approve Contract No. 14-C1261 Amendment No. 1, Extending the Interlocal Agreement for Cooperative Odor Complaint Investigations with Puget Sound Clean Air Agency (PSCAA) for One Year."

Councilmember Smith moved to Approve Contract No. 14-C1261 Amendment No. 1, Extending the Interlocal Agreement for Cooperative Odor Complaint Investigations with Puget Sound Clean Air Agency (PSCAA) for One Year. Deputy Mayor Van Ness seconded the motion. The motion passed unanimously.

BUSINESS AGENDA & PUBLIC HEARINGS

Public Hearing and Discussion of New Regulations for Heavy Manufacturing Businesses and Amending and Updating Title 5, Business Licenses and Regulations - Bryan Hampson, Development Services Director, was present to provide a brief overview of the proposed new regulations and Title 5 amendments. He listed the Title 5 topics being addressed and reviewed the recommended changes. He stated that State law preempts the City on covered loads, so staff recommends not pursuing that. City Attorney Rod Kaseguma responded to Council questions as to why the City cannot be stricter than the State law for covered loads. They were also available to answer any additional questions.

Mayor Baker opened the public hearing to receive public testimony on this issue at 7:35 p.m.

The following citizens spoke:

Noel Barnett, 420 SW 11th Avenue, Canby, was present to state his concerns about the timeline of the proposed ordinance. He referred to the letter submitted to the City by Cemex on July 10th, and stated that they would like to work together with the City.

Chris Iaccio, Cemex Vice President and General Manager, Pacific Northwest Region, submitted a letter to the City on July 10th stating Cemex's concerns with the proposed legislation and their suggestions for moving forward.

Janet Hays, 6303 NE 181st Street, #301, Kenmore, was present to state her concern about Cemex's hours of operation.

Elizabeth Mooney, 5934 NE 201st Street, Kenmore, was present to state her concern about Cemex fumes.

Patrick O'Brien, 6330 NE 181st Street, Kenmore, was present to state his concerns about the Cemex plant.

Pete Stoltz, 6423 NE 175th Street (CalPortland), Kenmore, was present, as Manager of Permitting and Government Affairs for CalPortland, to state his concerns about the proposed legislation, to state what he feels the company brings to the area, and to state that they would be happy to work with the City in developing a monitoring program.

Kate Donaldson, 6401 NE 181st Street, Kenmore, was present to state her concern about Cemex.

As there was no further testimony, Mayor Baker closed the public hearing at 7:56 p.m.

Public Hearing and Discussion of Ordinance No. 15-0398, Temporarily Eliminating the Road Impact Fee and Minimum Parking Requirements for Changes of Use of Existing Buildings in the North Subarea of the Regional Business Zone (RBZ) East of 68th Avenue NE - Bryan Hampson, Development Services Director, was present to provide an overview of the reason for the ordinance and the details of the temporary program. He was also available to answer any questions.

Mayor Baker opened the public hearing to receive public testimony on this issue at 8:02 p.m.

The following citizen spoke:

Patrick O'Brien, 6330 NE 181st Street, Kenmore, was present to state his concerns regarding this proposed ordinance.

As there was no further testimony, Mayor Baker closed the public hearing at 8:07 p.m.

Kenmore Village Spencer Square Development Agreement Discussion - Bryan Hampson, Development Services Director, and Rob Karlinsey, City Manager, were present to give a brief report. They were also available to answer any questions. City Manager Karlinsey reviewed the history of the Kenmore Village project, including both the residential and commercial portions of the property. Director Hampson summarized the main deal points of the proposed development agreement. He noted that there will be two public hearings on this topic, at the July 20th and July 27th City Council meetings. Kelly Price, President of Main Street Property Group; Kim Faust, Project Manager; Tony Radovich, Dahlin Group Senior Architect; and Sean Whitacre, Senior Designer from the Dahlin Group, presented their building plans for the North lot next to Kenmore Camera, which will consist of approximately 90 apartments and roughly 20,000 square

feet of office space. They stated that an agreement has been reached with Evergreen Health to occupy that office space. The building will be built on top of a parking garage with a dedicated area for commercial parking. The Evergreen space is slated to be ready for tenant improvements by the fall of 2016, with Evergreen planning to open in late 2017.

STAFF REPORT

Sound Transit 3 (ST3) – Rob Karlinsey, City Manager, stated that it has been a real team effort to make our voices heard for the need for transit facilities. He noted that the newly formed group, 522 Now, is headed by well-respected Kenmore residents and has been very active. He stated that mayors from neighboring localities appear to be supportive of Kenmore's project requests.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Smith thanked the City Manager and others who quickly mobilized leadership for ST3.

Councilmember Sperry requested taking a look at licensing requirements for secondhand stores, for which some of the pawn shop requirements may be a burden.

Councilmember Herbig stated that he spoke with several ST3 members last week, one of whom was very supportive.

Deputy Mayor Van Ness stated that he and Councilmember Sperry went on the Swamp Creek Park nature walk this morning, which was very informative and well worth doing. He reported on an Eastside Transportation Partnership (ETP) meeting he attended last week.

Mayor Baker summarized the Fire Department responses to 4th of July activities inside and outside of the City. He stated that he has attended a number of meetings on ST3, and that the City's position is clear and focused and is getting a good response. He suggested that citizens could learn from our ethnic populations here in Kenmore by having representatives teach their native cooking.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 9:15 p.m.

David Baker, Mayor

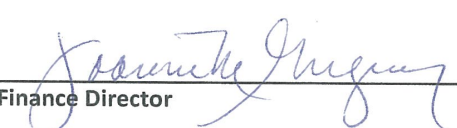
ATTEST:

Patty Safrin, City Clerk

City of Kenmore 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 and that the following claims, paid by checks 32466-32564 which total \$2,056,464.53, and electronically transferred payroll funds totalling \$82,146.27 and payroll check #7681 in the amount of \$824.24 are just, due and unpaid obligations against the City of Kenmore/KingCounty/Washington, and that I am authorized to autenticate and certify to said claims.


 City Manager Date 17 July 2015


 Finance Director Date 7/17/15

Check #	Vendor Name	Description	Check Amount
32466	CITY OF KENMORE	PERS Retro Reimbursement	26.87
32467	NATIONWIDE FINANCIAL 401a	Social Security Replacement Plan	12,355.32
32468	NATIONWIDE RETIREMENT SOLUTIONS 457	Deferred Comp Payroll Deduction	285.00
32469	ICMA RETIREMENT TRUST 457 - 304745	Deferred Comp Payroll Deduction	2,835.43
32470	DRS 457	Deferred Comp Payroll Deduction	1,120.00
32471	CITY OF KENMORE FS	Flexible Spending Medical Plans	334.21
32472	BANK OF AMERICA 941	Payroll Taxes	17,464.78
32473	DEPARTMENT OF LABOR AND INDUSTRIES	Worker's Compensation	1,344.53
32474	STATE OF FLORIDA DISBURSEMENT UNIT	Payroll Deduction	275.00
32475	HSA BANK	Employee Health Savings Account Contribution	150.00
32476	DEPARTMENT OF RETIREMENT SYSTEMS	WA State Retirement	15,880.13
32477	BAKER, DAVID	Mileage Reimbursement 6/23-7/14	536.48
32478	CITY OF BELLEVUE	MyBuildingPermit Dues 2nd Qtr 2015	3,662.96
32479	CITY OF LAKE FOREST PARK	June Public Works Crew	73,316.31
32480	CITY OF SHORELINE	2nd Qtr Jail Van Usage & Set Charges	5,192.38
32481	COASTWIDE LABORATORIES	Parks & Facility Maintenance Supplies	901.64
32482	DURRANT, JEFF	Per Diem WSSRO Police Conference/Kennewick	185.00
32483	REPUBLIC SERVICES	June City Hall & Rhododendron Park Solid Waste	1,053.20
32484	FERGUSON ENTERPRISES INC #1539	Catch Basin Repair Materials	327.86
32485	FRUHLING SAND & TOPSOIL	Asphalt Dumping from Berm Installation	25.00
32486	CALPORTLAND COMPANY	Gravel for Overlay Preparation	117.38
32487	HOME DEPOT CREDIT SERVICES	PW Supplies/Stage Materials/Equipment	651.60
32488	INSLEE, BEST, DOEZIE & RYDER, P.S.	May Legal Services	16,323.93
32489	KING COUNTY FINANCE W.L.R.D.	Jan-June SWM Debt Service Due	44,308.54
32490	KING COUNTY ANIMAL SVCS	Pet Licenses	665.00
32491	KING COUNTY FINANCE	June Road Svcs/Bridge/ADA Ramps/Signs	115,068.26
32492	KING COUNTY SHERIFF	June Police Services	259,084.08

XI. B. Approve Check Nos. 32466 - 32564 in the Amount of \$2,...

32493	LIGHTHOUSE CONSULTING INC	June IT Services	5,091.26
32494	MEEHAN, NANCY	Reimburse Recording Fee & Bus Fare	82.50
32495	MORGAN SOUND INC	Fireworks Show Sound Services	1,496.87
32496	NORTHSHORE FIRE DEPT	June Fire Marshall Review	540.00
32497	HONEY BUCKET	July Squires Landing Rental	583.63
32498	VOID	Void	-
32499	PACIFIC TOPSOILS	Vegetation Disposal/Mulch Purchased	147.94
32500	PEOPLES STORAGE	August Storage Unit Rent #C304	190.00
32501	PUGET SOUND ENERGY	Street Lighting/Electricity/Gas	19,560.96
32502	CEMEX	Asphalt for Berm Installation & Catch Basins	176.50
32503	SEATTLE TIMES	Legal Notices 6/26 & 7/6/15	591.45
32504	SIGN UP, SIGN CO, INC	A-Board Sign "Temporary Parking" & Event Signs	537.65
32505	STEWART MACNICHOLS HARMELL, INC.	June Public Defender Services	6,000.00
32506	WA STATE DEPT OF TRANSPORTATION	SR522 West A Design Services	6,518.85
32507	DANSOUND INC	Sound for 7/30 Summer Concert	1,261.44
32508	DANSOUND INC	Sound for 7/23 Summer Concert	1,261.44
32509	DANSOUND INC	Sound for 7/16 Summer Concert	1,261.44
32510	DANSOUND INC	Sound for 7/9 Summer Concert	1,261.44
32511	ZORNES, GARY	WSSO Police Conf. Kennewick Hotel/Per Diem	553.00
32512	UPS STORE	6/17 Public Records Copies	2.17
32513	AURORA RENTS	Equipment Rental for Fish Sculpture Installation	56.61
32514	BERK & ASSOCIATES	May & June Kenmore Parks Outreach Svcs	6,200.00
32515	MINZGHOR, NICHOLAS	Mileage Reimbursement	74.75
32516	FUNRENT	Rentals - Why I Love Kenmore Summer Party	575.81
32517	WA STATE DEPT OF TRANSPORTATION	May SR522 West A Inspection	4,561.68
32518	KONICA MINOLTA BUSINESS SOLUTIONS	Incubator & KBA Copier Rentals for June	736.51
32519	SOUND LAW CENTER	Hearing Examiner Services	402.50
32520	BANNER BANK CS	Meals	130.61
32521	DIGITAL REPROGRAPHICS SERVICES INC.	5/14 Public Records Scanning Services	54.54
32522	HDR	Professional Svcs SR522 West A 5/3-5/30/15	94,627.51
32523	OUSLEY, NANCY	AWC Conference Mileage/Per Diem	399.88
32524	QUALITY BUSINESS SYSTEMS INC.	6/2-7/1 2nd Floor Copier Overage Charges	1,078.20
32525	BANNER BANK JG	Laptop/Supplies/Headset/Keyboards	1,297.03
32526	EVER-MARK, LLC	Target Zero Glow Necklaces	454.84
32527	OfficeMax Workplace Interiors	1st Floor Desks	3,381.22
32528	GORDON THOMAS HONEYWELL	June Government Affairs Consulting	3,712.64
32529	TOWN CENTER HARDWARE	Public Works/City Hall Supplies	311.14
32530	HORIZON DISTRIBUTORS INC	Sprinkler Parts	103.52
32531	SARAH ROBERTS	June Prosecution Services	10,508.04
32532	FRONTIER	6/28-7/27 City Hall & Elevator Phone Svcs	1,031.19
32533	FAZZARI MARKETING	Summer Concert Magnets & Posters	202.15
32534	LAW OFFICE OF JOHN RUNGERUDE, PS	Special Legal Services 12/21/14 & 2/8/15	600.00
32535	INDEPENDENT STATIONERS	File Cabinets for Incubator Building	658.16
32536	BANNER BANK BH	Airfare & Supplies	560.85
32537	ACTIVE SHOOTER TRAINING LLC	Training- 2 Police Officers 8/4-8/7/15	1,150.00
32538	GOODSELL POWER EQUIPMENT #2 INC.	Hedge Trimmer/Power Garden Tools	1,176.85
32539	UTILITIES UNDERGROUND LOCATION CTR	June Utility Locate Services	189.63
32540	MOBILE MINI, INC.	6/19-7/16 Rhododendron Park Storage	498.12
32541	NORTHWEST LANDSCAPE SERVICES	July SR522 ROW Landscape Services	1,199.81

32542	FASTSIGNS	Summer Concert Signs	130.31
32543	CLOWNS UNLIMITED, INC.	Fireworks Show Entertainment	876.00
32544	SCORE	June Inmate Housing	67,370.20
32545	GIP'S DOWN-HOME BBQ	Volunteer & Band Meals 7/9/15	64.00
32546	SPOT HOT DOG & BRATS	4th of July Volunteer Meals	97.00
32547	314 PIE	4th of July Volunteer Meals	24.00
32548	HANSEN, COREY	June Incubator Consulting Services	3,425.00
32549	GALLATIN PUBLIC AFFAIRS	June Media Relations & Marketing Services	3,515.53
32550	MARSHBANK CONSTRUCTION	SR522 West A 14-C1328 Pay Estimate #3	1,102,531.90
32551	FISHER, ALENE	Reimbursement for Summer Party Supplies	421.81
32552	WESTERN DISPLAY FIREWORKS, LTD.	Fireworks Display for 4th of July	17,000.00
32553	SUNGARD PUBLIC SECTOR INC.	Progress Pymt #2 CRW TRAKiT Permit Software	19,875.00
32554	GRINDLINE SKATEPARKS INC.	Skate Park Construction - Payment #1	48,641.62
32555	BOHMAN, BRIAN	Musical Entertainment -Kenmore Summer Party	300.00
32556	IDEA DECANter	Video Production from Summer Party	500.00
32557	SREBNIK, DEBRA	Reimbursement for Summer Party Supplies	57.90
32558	GOREENG	Volunteer & Band Member Meals	24.00
32559	ATHENAS	Volunteer & Band Member Meals	48.00
32560	BEN & JERRY'S	Volunteer & Band Member Meals	11.00
32561	MAGEE, SCOTT	7/23 Summer Concert Performer	2,800.00
32562	LEGACY FORD	Ford F-150 Pickup PO #2015-007/ Fleet Vehicle	31,111.73
32563	PHAM, CHOUNG	Work Boot Reimbursement	98.54
32564	OFFICE DEPOT	Office Supplies	997.77
7681	PHAM, CHOUNG	Payroll	824.24
7/10/2015	PAYROLL	Direct Deposit	82,146.27
			<u>2,139,435.04</u>

XI. B. Approve Check Nos. 32466 - 32564 in the Amount of \$2,...

2015	PRIOR VENDOR ACTIVITY	TOTAL	FOR 2015
	A & A AIRPORT LIMOUSINE SERVICE		798.00
	A+ CONFERENCING		127.24
	A-1 LANDSCAPING & CONSTRUCTION, INC.		7,177.73
	AA ASPHALTING, INC		16,583.78
	AA PARTY RENTALS		370.07
	AAA FLAG & BANNER MFG. CO., INC.		5,620.28
	AAA PRINTING		723.80
	AABCO BARRICADE COMPANY INC.		849.78
	ACTION ENTERTAINMENT		395.00
	ACTIVE SHOOTER TRAINING LLC		184.52
	ADVANCE TESTING & SERVICE INC		702.00
	AFLAC		2,631.06
	ALCALDE & FAY		30,773.99
	ALEXANDER, JEFF		250.00
	ALL CITY FENCE CO.		4,089.83
	ALLISON & PARTNERS		9,600.00
	ALPHA SUPPORTED LIVING SERVICES		250.00
	ALPHAGRAPHICS US718		1,304.42
	AMERICAN GENERAL		2,662.32
	AMERICAN PLANNING ASSOCIATION		2,111.00
	AMERICAN PUBLIC WORKS ASSOCIATION		960.00
	ANCHOR QEA, LLC		4,118.00
	APPLIED TECHNOLOGIES NW INC.		8,700.25
	ARC - PACIFIC NORTHWEST		675.46
	ARTS OF KENMORE		1,742.75
	ASSOCIATION OF WA CITIES		16,925.94
	AURORA RENTS		836.13
	AV CAPTURE ALL		2,757.43
	AWC EMPLOYEE BENEFITS		246,979.17
	BAKER, DAVID		1,719.94
	BANK OF AMERICA 941		182,963.40
	BANNER BANK BAKER		6,746.94
	BANNER BANK BH		2,375.43
	BANNER BANK CS		1,974.25
	BANNER BANK DB		1,397.50
	BANNER BANK JG		3,025.40
	BANNER BANK JGORDON		11,876.64
	BANNER BANK KENMORE		18,357.23
	BANNER BANK LD		5,483.34
	BANNER BANK NO		2,015.23
	BANNER BANK PS		144.11
	BANNER BANK VAN NESS		4,101.09
	BASTYR UNIVERSITY		50,200.00
	BECKER, THEODORE J		1,675.00
	BLACKBAUD		6,283.89
	BORROMEO, ALEXANDER		75.00
	BOTTLEROCKET		500.00

XI. B. Approve Check Nos. 32466 - 32564 in the Amount of \$2,...

BRIEN, GAYLYNN	350.00
BUILDERS EXCHANGE OF WASHINGTON INC	183.85
CALPORTLAND COMPANY	666.22
CAPITAL ONE COMMERCIAL/ COSTCO	577.23
CASCADE PEST CONTROL	854.10
CEMEX	2,282.02
CENTER FOR HUMAN SERVICES	5,000.00
CENTER FOR PRIORITY BASED BUDGETING	12,500.00
CHAVEZ, FRANCISCO	1,500.00
CITY OF BELLEVUE	65,451.29
CITY OF KENMORE	187.33
CITY OF KENMORE FS	4,010.52
CITY OF LAKE FOREST PARK	368,062.75
CITY OF SHORELINE	2,412.30
CITYWORKS/ AZTECA SYSTEMS INC.	20,074.64
CLK CONSTRUCTION LLC	9,811.11
COASTAL WEAR PRODUCTS INC	1,356.71
COASTWIDE LABORATORIES	3,751.12
CODE PUBLISHING COMPANY	6,226.04
COLUMBIA RIDGE LANDFILL	3,890.89
COMCAST	2,101.31
CONSOLIDATED PRESS	3,036.14
CONYERS, JODY	54.63
CROWN PRODUCTS LLC	1,021.30
CURTIS, DR. MILTON	1,326.64
DAILY JOURNAL OF COMMERCE	2,083.80
DENUSKI, STACEY	150.00
DEPARTMENT OF ECOLOGY	6,370.50
DEPARTMENT OF LABOR AND INDUSTRIES	13,894.03
DEPARTMENT OF RETIREMENT SYSTEMS	164,821.61
DEVRIES, DENIS	224.33
DIGITAL REPROGRAPHICS SERVICES INC.	95.28
DLT SOLUTIONS	1,600.67
DRS 457	6,960.00
DURRANT, JEFF	152.50
EAGLE EYE CONSULTING ENGINEERS	125.00
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EE-NA ENTERPRISES LLC	13,593.15
EMERGENCY SERVICE COORDINATING AGCY	50,559.00
EMPLOYMENT SECURITY DEPT	3,643.50
ENVIRONMENTAL SYSTEMS RESEARCH INST.	7,008.00
EVERGREEN PRINT SOLUTIONS	781.24
EVERGREEN SAFETY COUNCIL	299.00
EVER-MARK, LLC	346.73
FASTSIGNS	210.61
FAZZARI MARKETING	82.13
FERGUSON ENTERPRISES INC #1539	6,321.92
FIRE PROTECTION, INC	5,609.55
FISHER, ALENE	290.53

FRONTIER	6,139.96
FRUHLING SAND & TOPSOIL	1,648.76
G & H PRINTING	244.75
GA JORGENSEN CO. INC.	253.81
GALLATIN PUBLIC AFFAIRS	1,750.00
GATES, JANICE	40.74
GENERAL DYNAMICS	890.00
GEOENGINEERS INC	3,292.25
GORDON THOMAS HONEYWELL	18,731.58
GOVDELIVERY, INC.	10,500.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
GRABER MANUFACTURING, INC.	2,525.00
GRAINGER	2,019.10
GRAKLANOFF, ANNA	75.00
GREATER BOTHELL CHAMBER OF COMMERCE	3,452.09
GREGORY, JOANNE	1,558.84
HANSEN, COREY	17,125.00
HARRIS & SMITH PUBLIC AFFAIRS	1,581.25
HARRIS COMPUTER SYSTEMS	7,390.06
HAVESON, CRAIG	7,500.00
HAWTHORNE LANE LLC	7,500.00
HDR	189,964.28
HELMETS R US INC	296.75
HERMANSON COMPANY, LLP	2,908.00
HESTON VISUAL ARTS	383.25
HEWITT	242,769.78
HOME DEPOT CREDIT SERVICES	967.66
HONEY BUCKET	1,315.90
HOPELINK	7,750.00
HOPKINS, CRAIG	430.07
ICMA RETIREMENT TRUST 457 - 304745	34,705.16
INDEPENDENT STATIONERS	1,909.84
INDUSTRIAL PHYSICAL CAPABILITY SVCS	170.00
INGLEMOOR HIGH SCHOOL MUSIC BOOSTERS	1,600.00
INNOVAC	15,862.83
INSLEE, BEST, DOEZIE & RYDER, P.S.	70,930.83
INTEGRA TELECOM	4,916.79
INTERNET DOMAIN NAME SERVICES INC.	180.00
iWORQ SYSTEMS	2,800.00
JACOBS ENGINEERING GROUP	7,591.03
JAYMARC - AV	897.90
JET CITY PRINTING	1,908.31
JOHNSON, WES	530.00
JOYCE ZIKER PARKINSON	7,477.50
KARLINSEY, ROB	374.54
KENMORE COMMERCIAL LLC	20,696.00
KENMORE ELEMENTARY PTA	1,500.00
KENMORE JR HIGH SCHOOL	75.00

KIEWIT/GENERAL/MANSON	7,500.00
KING CO. UTILITY COORDINATION COUNCIL	75.00
KING COUNTY ANIMAL SVCS	1,420.00
KING COUNTY FINANCE	171,520.75
KING COUNTY FINANCE W.L.R.D.	4,580.50
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	3,232.42
KING COUNTY PARKS	72.41
KING COUNTY RADIO COMM SERVICES	567.22
KING COUNTY REAL ESTATE SVCS	500.00
KING COUNTY RECORDER'S OFFICE	107.00
KING COUNTY SHERIFF	1,219,906.93
KING COUNTY SUPERIOR COURT CLERK	141,200.00
KING COUNTY TREASURY	13,507.11
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KONICA MINOLTA BUSINESS SOLUTIONS	2,404.49
KUKER-RANKEN INC	29.51
KUSTOM SIGNALS, INC.	18.00
LAW OFFICE OF JOHN RUNGERUDE, PS	900.00
LEE BRIANTE	1,000.00
LIGHTHOUSE CONSULTING INC	20,908.15
LINCOLN NATIONAL LIFE INSURANCE	5,148.60
MACDONALD MILLER FACILITY SOLUTIONS	744.83
MAIL FINANCE	1,406.00
MANTLE INDUSTRIES INC	3,277.34
MARINE FLOATS CORPORATION	2,444.04
MARSHBANK CONSTRUCTION	977,685.60
MEEHAN, NANCY	135.37
MIGHTY BISON BOOKING	1,750.00
MILLER STEPHENS, MARY	5,000.00
MILLS, VIC	250.00
MINZGHOR, NICHOLAS	341.94
MOBILE ELECTRICAL DISTRIBUTORS INC	13.47
MOBILE MINI, INC.	1,453.74
MORGAN SOUND INC	1,447.59
MR. T'S TROPHIES	3,090.54
MUMMA, RYAN	60.95
NATIONAL BUSINESS INCUBATION ASSOC.	525.00
NATIONAL LIFE OF VERMONT	850.74
NATIONAL NEIGHBORHOOD WATCH INSTITUTE	345.00
NATIONWIDE FINANCIAL 401a	137,718.55
NATIONWIDE RETIREMENT SOLUTIONS 457	3,420.00
NEOPOST NORTHWEST	274.82
NORTHSHORE FIRE DEPT	3,526.25
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	714.00
NORTHSHORE SCHOOL DISTRICT	2,500.00
NORTHSHORE SENIOR CENTER	7,150.00
NORTHSHORE UTILITY DIST	24,267.53

NORTHSHORE YOUTH & FAMILY SERVICES	4,000.00
NORTHWEST ATHLETICS	350.00
NORTHWEST LANDSCAPE SERVICES	7,620.44
NORTHWEST MARINE TRADE ASSOCIATION	425.00
NORTHWEST TROPHY	189.44
NW ENVIRONMENTAL TRAINING CENTER	1,325.00
OFFICE DEPOT	5,211.31
OFFICE MAX	3,849.29
OFFICE TEAM	9,042.70
OfficeMax Workplace Interiors	6,489.89
OLYMPIC ENVIRONMENTAL RESOURCES INC	20,913.92
OSBORN CONSULTING INC.	109,603.40
OUSLEY, NANCY	501.05
PACIFIC TOPSOILS	2,983.61
PARADISE AMUSEMENTS	100.00
PART WORKS INC	461.93
PAWS	1,521.00
PENDLETON, MICHAEL	3,523.84
PEOPLES STORAGE	1,140.00
PERSONAL BEST/ TOPHEALTH	197.77
PERTEET INC.	117,892.09
PETERSON, JANET	600.00
PETTY CASH CUSTODIAN	446.14
PHSI PURE WATER FINANCE	925.64
PIEDMONT DIRECTIONAL	953.52
PIPERS CREEK NURSERY	188.34
PLANNING ASSOCIATION OF WASHINGTON	80.00
PROTECTION TECHNOLOGIES, INC	374.95
PUBLIC HEALTH DEPT. OF KING COUNTY	100.00
PUGET SOUND BUSINESS JOURNAL	97.00
PUGET SOUND CLEAN AIR AGENCY	14,740.00
PUGET SOUND ENERGY	93,202.39
PUGET SOUND REGIONAL COUNCIL	7,416.00
PURE WATER TECHNOLOGY OF PUGET SOUND	336.39
QUALITY BUSINESS SYSTEMS	4,253.41
RANDALL, BRIAN	124.06
REDMOND, MICHAEL	61.25
REPUBLIC SERVICES	4,355.78
RICHMOND AMERICAN HOMES OF WA	60.00
RM HOMES LLC	412.01
RODGERS, DEUTSCH & TURNER PLLC	69,850.00
ROGERS, GLENN	20.91
RONGERUDE, JOHN	900.00
SAFRIN, PATTY	101.35
SAMYN, DR. JEFFREY	250.00
SANDRA OWEN DESIGN	1,605.00
SARA CAHOONE	750.00
SARAH ROBERTS	52,540.20
SAUVE, GAYLEN	300.00

SAWYER, RICHARD	1,379.83
SCHINDLER ELEVATOR CORPORATION	1,151.52
SCHOCK, BRETT	227.04
SCORE	254,583.30
SEATTLE TIMES	7,170.59
SEES TREES AND EXCAVATION INC	1,029.30
SESAC	360.00
SEXTANT MARKETING GROUP	6,940.61
SHELTON, CINDY	42.55
SHERWIN-WILLIAMS CO. #8099	154.79
SHRED-IT	376.64
SIGN UP, SIGN CO, INC	1,062.15
SILVER KITE COMMUNITY ARTS CONSULT.	300.00
SNOHOMISH COUNTY	5,977.00
SNOHOMISH COUNTY HEARING EXAMINER	500.00
SOUND CITIES ASSOC	12,798.49
SOUND PUBLISHING, INC.	6,898.43
SPERRY, LAURIE	91.95
STARDOM SERVICES, INC.	3,060.00
STATE OF FLORIDA DISBURSEMENT UNIT	3,300.00
STEWART MACNICHOLS HARMELL, INC.	33,055.00
STOPTECH, LTD.	4,544.25
STUDIO 3 SIGNS	2,299.50
TELESYSTEMS WEST	2,219.85
TERREBONNE LIMITED	337.34
THE KIPLINGER LETTER	99.00
THOMAS, MICHAEL	133.36
TIKOR CONSULTING	52.79
TOPIA TECHNOLOGY/ BIS	3,090.00
TOTAL LANDSCAPE CORP	37,844.91
TOWN CENTER HARDWARE	1,025.60
TWEDT, CHARLES	1,500.00
TWO BROTHERS' TREES	600.00
ULINE	1,544.27
UNITED RENTALS NW, INC	923.37
UNITED STATES POSTMASTER	3,173.04
UNITED WAY OF KING COUNTY	3,336.06
UPS STORE	291.95
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	2,118.03
U-SAVE OIL CO	2,150.00
UTILITIES UNDERGROUND LOCATION CTR	957.18
V2WORKS	3,544.42
VAN NESS, ALLAN	1,713.61
VAUGHAN, KENT	116.00
VERIZON WIRELESS	6,000.53
W.S.S.O. Advanced Training	500.00
WA ASSOC OF BUILDING OFFICIALS	950.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	140.00

WA CITIES INSURANCE AUTHORITY	212,891.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	600.00
WA STATE CONSOLIDATED TECH SVCS	700.00
WA STATE DEPT OF CORRECTIONS	230.50
WA STATE DEPT OF ENTERPRISE SVCS	175.00
WA STATE DEPT OF LABOR & INDUSTRIES	141.60
WA STATE DEPT OF TRANSPORTATION	6,386.35
WA STATE DEPT OF TRANSPORTATION	1,198.09
WAGE WORKS	300.00
WALL, JOHN	454.43
WASHINGTON CITY/COUNTY MGMT ASSOC	365.00
WASHINGTON STATE PATROL	1,614.73
WASHINGTON TREE SERVICE INC	1,533.00
WAYNE'S ROOFING INC.	72,027.98
WELLS FARGO FINANCIAL	7,288.75
WELWEST CONSTRUCTION INC.	4,868.03
WETLANDS & WOODLANDS INC	183.96
WONDERLAND DEVELOPMENT	1,250.00
ZONAR SYSTEMS	525.33
ZUMAR	1,813.37
	<u>6,261,578.95</u>

Subject/Topic: May 2015 Financial Report Presentation

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May 2015 Financial Report for the City of Kenmore,
Washington.

Appropriation Required N/A

Kenmore Budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date. Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.



The City of Kenmore

PO Box 82607
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Joanne Gregory, Finance Director
DATE: July 20, 2015
RE: May 2015 Financial Reports for the City of Kenmore, Washington

May 2015 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Other Funds Monthly Activity
- Cash and Investment Report
- Schedule of Investments
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution
- Real Estate Excise Tax Report
- Monthly Report for Kenmore Village
- Report for Transportation Benefit District

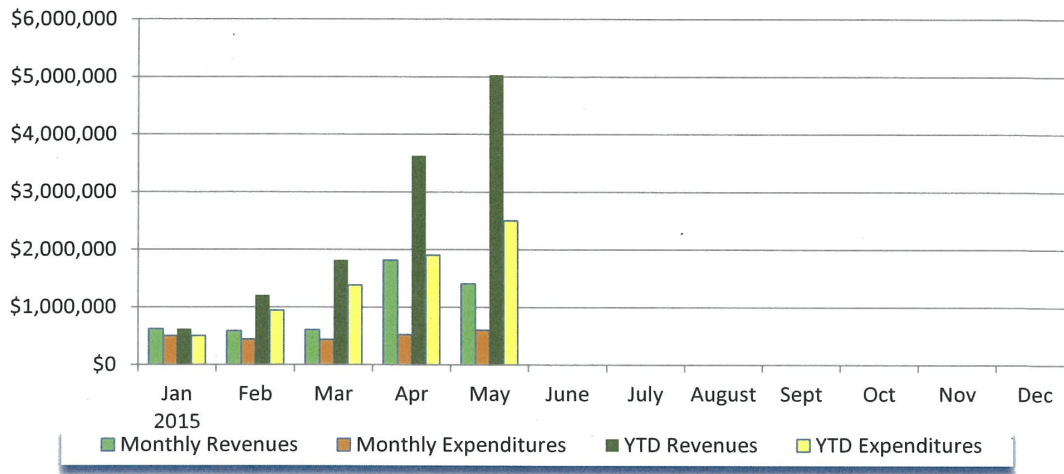
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, May is the fifth month (20%) of the 2015-2016 biennial budget period. For the month of May, revenues exceeded expenditures in the General Fund by \$802,014. Biennium revenues exceed expenditures by \$2,527,008.

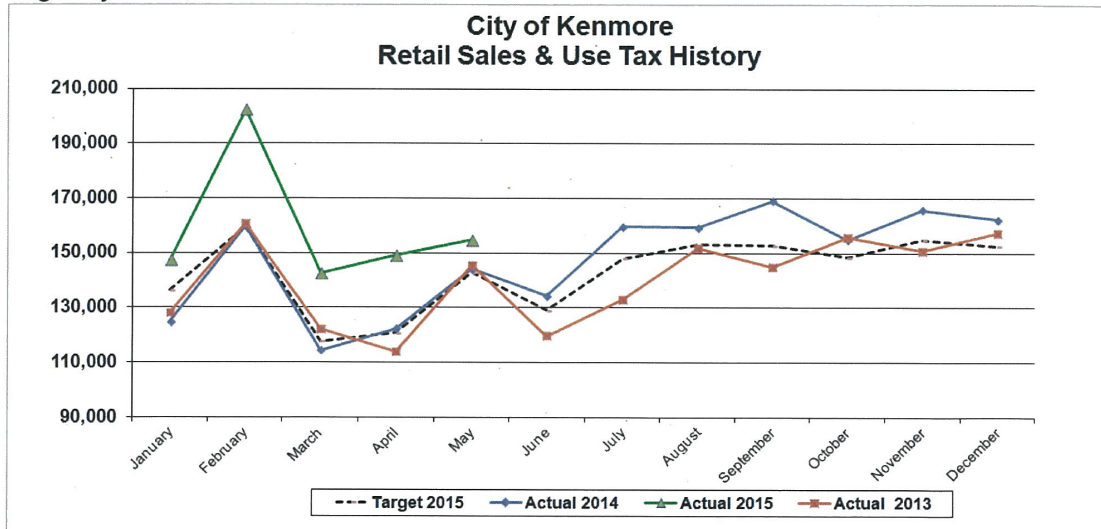
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through May 2015.

City of Kenmore, Washington
Monthly Financial Report
May 2015



Total **revenues** for the month were **\$1,404,684**. Biennium to date revenues are \$5,030,544, which is 24.5% of the budgeted revenues of \$20,553,270. Primary sources of revenue for the month included property taxes in the amount of \$917,735, development fees & permits in the amount of \$153,093, retail sales and use taxes in the amount of \$154,761, and utility taxes in the amount of \$99,690.

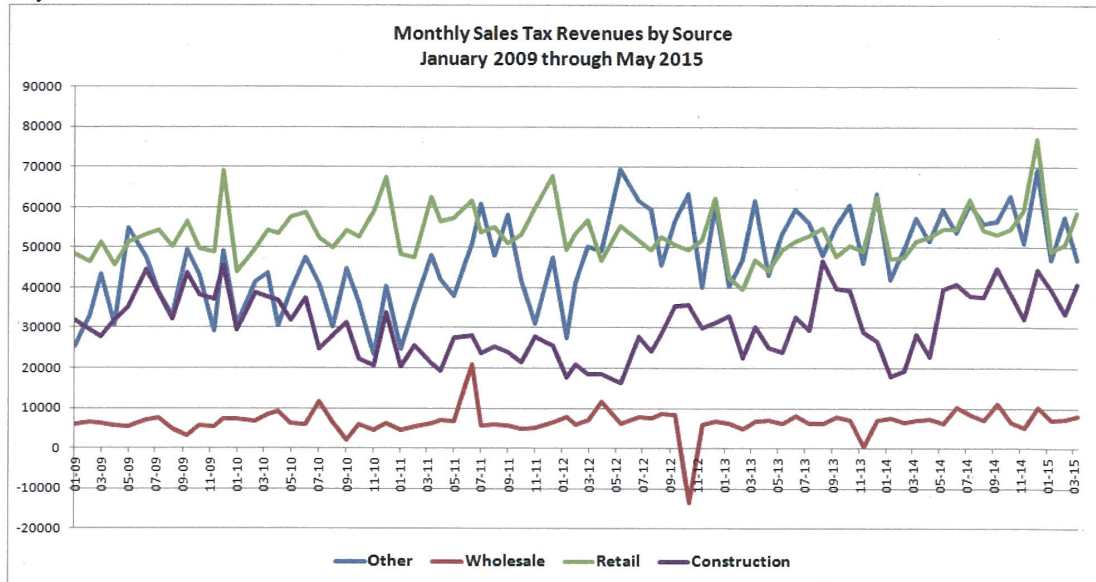
A summary of sales tax revenues received in May is attached. These receipts are based on March sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2015 line is a monthly average of actual receipts during 2012, 2013, and 2014. The green line (triangle) represents 2015 actual receipts, which are \$130,504 above 2014, and ahead of 2015 target by \$119,173.



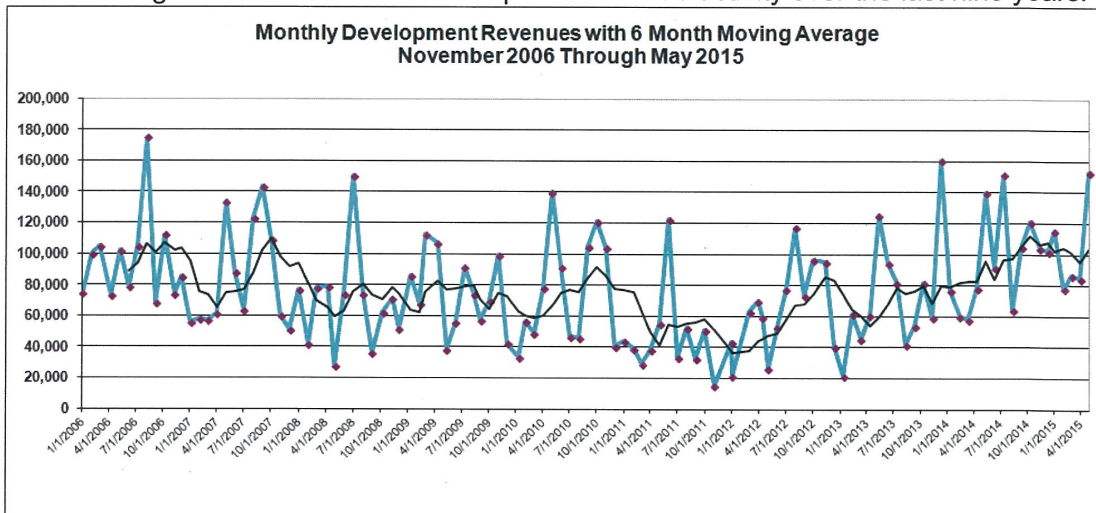
The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2009 through May 2015.

I:\Admin & Finance\Monthly Reports\2015\May.docx

City of Kenmore, Washington
Monthly Financial Report
May 2015



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



May 2015 expenditures were \$602,670. Biennium to date expenditures are \$2,503,536, which is 12.2% of the biennial budget expenditures of \$20,538,934.

Total City cash (\$13,213,513) and long term investments (\$10,823,574), at the end of May, totaled \$24,037,087. The Other Funds Monthly Activity graphs compare biennium to date revenues and expenditures to the 2015-2016 biennial budget.

City of Kenmore, Washington
Monthly Financial Report
May 2015

Total non-General Fund revenues were \$986,689 and total non-General Fund expenditures were \$530,043.

In the **Street Fund** revenue from gas tax distributions was \$36,679. \$92,060 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund** expenditures were \$235,255 for SR 522 West A design, purchasing ROW & easements in the construction area.

The **Park Impact Fee** fund received \$22,833 in revenues during the month.

There was \$140,949 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$112,927 of real estate excise taxes (REET) in May from sales activity that occurred in April. 53 transactions were reported this month. Biennial to date revenue exceeds the 2015-16 target by \$210,481.

The **Transportation Benefit District** Fund received \$30,611 in vehicle license fees during May.

SUMMARY

This concludes the financial report for the City of Kenmore as of **May 31, 2015**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
May 31, 2015



	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	May 2015	2015-2016	BUDGET	2015-2016	May 2013	2013-2014	BUDGET	2013-2014
REVENUES								
Beginning Fund Balance		4,233,568		5,539,954				4,941,884
Property Taxes	917,735	2,336,148	26.1%	8,948,766	631,941	2,254,841	26.4%	8,542,053
Sales and Use Taxes	199,998	1,014,214	23.0%	4,400,532	184,124	858,526	21.7%	3,960,331
Utility Taxes	99,690	569,488	20.6%	2,763,390	121,651	662,265	22.5%	2,942,395
Other Taxes	13,853	27,976	24.8%	112,720	10,804	22,693	37.0%	61,300
Development Fees & Permits	153,093	518,133	29.5%	1,756,432	125,312	314,404	21.5%	1,465,185
Franchise Fees	0	386,005	27.1%	1,422,160	0	150,633	15.2%	992,405
Intergovernmental and Grants	1,215	112,807	15.9%	707,370	0	112,627	17.6%	639,866
Investment Interest	17,007	40,860	80.6%	50,700	943	76,488	131.0%	58,400
Fines and Forfeitures	-487	-1,619	0.0%	0	50	100	n/a	0
Transfers and Other Revenues	2,580	26,532	6.8%	391,200	10,631	75,545	13.2%	572,536
Total Revenues	1,404,684	5,030,544	24.5%	20,553,270	1,085,455	4,528,121	23.5%	19,234,471
Total Revenues & Beginning Fund Balance		9,264,112		26,093,224	1,085,455			24,176,355

	CURRENT PERIOD 2015-2016				PRIOR PERIOD 2013-2014			
	MONTH	BIENNIUM TO DATE	% of	BUDGET	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET
	May	2015-2016	BUDGET	2015-2016	May 2013	2013-2014	BUDGET	2013-2014
EXPENDITURES								
Cost Center								
City Council	20,718	81,215	24.7%	328,435	9,162	47,402	21.8%	217,644
City Manager	125,510	507,284	16.3%	3,108,222	98,127	456,223	25.4%	1,796,600
City Clerk	11,326	54,824	19.7%	277,683	9,389	39,749	7.4%	536,261
Finance	44,484	386,638	28.8%	1,342,155	35,629	137,348	21.5%	639,213
Legal	0	24,461	5.6%	440,000	30,274	113,901	23.0%	494,285
Non-Departmental *	0	0	0.0%	0	93,870	384,514	25.1%	1,532,818
Interfund Transfers	0	0	0.0%	1,033,885	0	3,316,000	212.0%	1,564,000
Public Safety	97,130	304,186	3.8%	8,076,115	52,485	183,224	2.6%	7,179,563
Engineering & Environmental Services	112,338	318,451	20.8%	1,527,950	66,148	258,476	24.7%	1,045,741
Community Development	50,992	176,071	21.2%	830,030	54,986	183,613	25.8%	712,632
Developmental Services	84,769	369,779	22.8%	1,620,050	62,716	247,076	16.5%	1,501,147
Parks & Facility Maintenance	55,403	280,628	14.4%	1,954,409	43,040	253,744	15.0%	1,695,042
Total Expenditures	602,670	2,503,536	12.2%	20,538,934	555,827	5,621,271	29.7%	18,914,946
Ending Fund Balance		6,760,576		5,554,290			0.0%	5,261,409
Total Expenditures and Ending Fund Balance		9,264,112		26,093,224				24,176,355

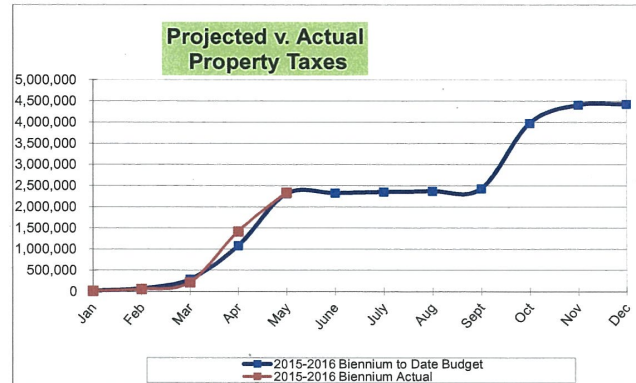
*Non-Departmental expenditures have been moved to other General Fund Cost Centers

City of Kenmore, Washington
General Fund Revenue Graphs
May 31, 2015

PROPERTY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	17,139	12,908
Feb	74,507	57,705
Mar	290,770	216,020
Apr	1,086,108	1,418,413
May	2,309,669	2,336,148
June	2,326,027	
July	2,352,486	
Aug	2,370,314	
Sept	2,431,283	
Oct	3,974,382	
Nov	4,406,741	
Dec	4,427,247	

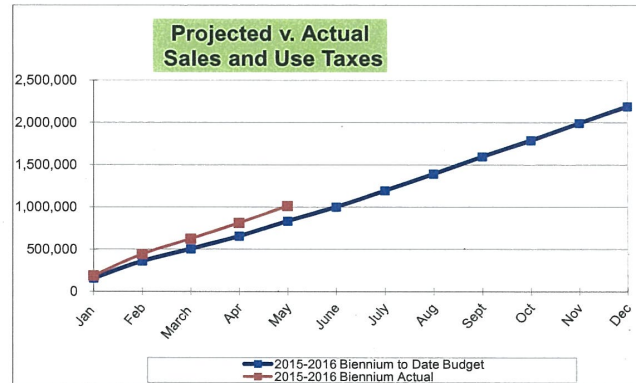
Year To Date
 Actual v. Projected 101%



SALES, USE, CRIM JUSTICE TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	157,906	188,575
Feb	359,267	444,278
March	504,776	626,312
Apr	656,687	814,216
May	834,808	1,014,214
June	1,002,181	
July	1,195,463	
Aug	1,392,737	
Sept	1,597,816	
Oct	1,789,295	
Nov	1,993,635	
Dec	2,191,685	

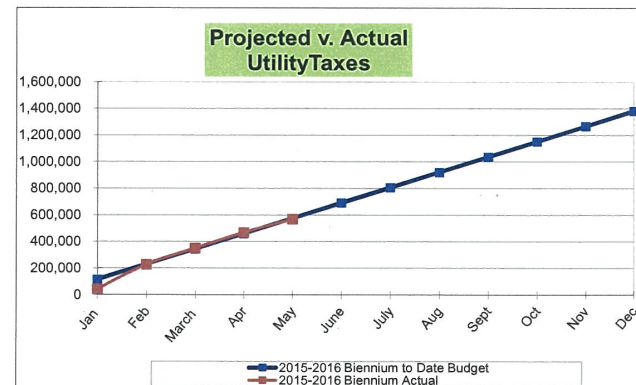
Year To Date
 Actual v. Projected 121%



UTILITY TAXES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	115,141	43,746
Feb	230,283	228,713
March	345,424	351,937
Apr	460,565	469,798
May	575,706	569,488
June	690,848	
July	805,989	
Aug	921,130	
Sept	1,036,271	
Oct	1,151,413	
Nov	1,266,554	
Dec	1,381,695	

Year To Date
 Actual v. Projected 99%

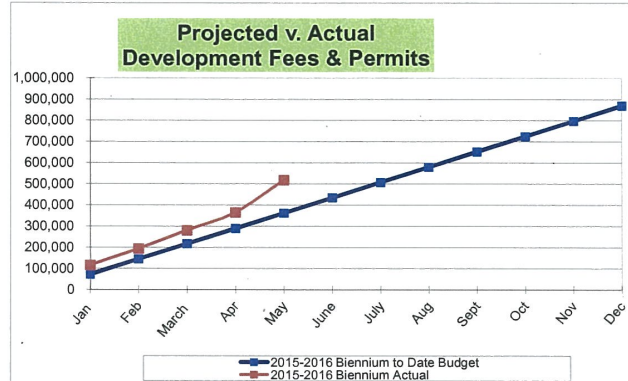


**City of Kenmore, Washington
General Fund Revenue Graphs
May 31, 2015**

DEVELOPMENT FEES & PERMITS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	72,467	115,397
Feb	144,934	193,365
March	217,402	280,112
Apr	289,869	365,040
May	362,336	518,133
June	434,803	
July	507,270	
Aug	579,737	
Sept	652,205	
Oct	724,672	
Nov	797,139	
Dec	869,606	

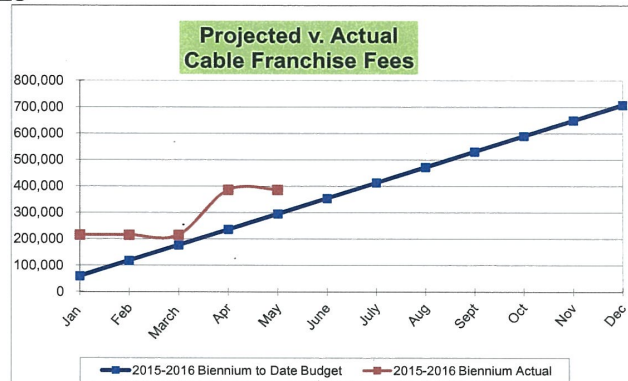
Year To Date
Actual v. Projected 143%



CABLE/WATER/SEWER FRANCHISE FEES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	59,000	215,597
Feb	118,000	215,597
March	177,000	215,597
Apr	236,000	386,005
May	295,000	386,005
June	354,000	
July	413,000	
Aug	472,000	
Sept	531,000	
Oct	590,000	
Nov	649,000	
Dec	708,000	

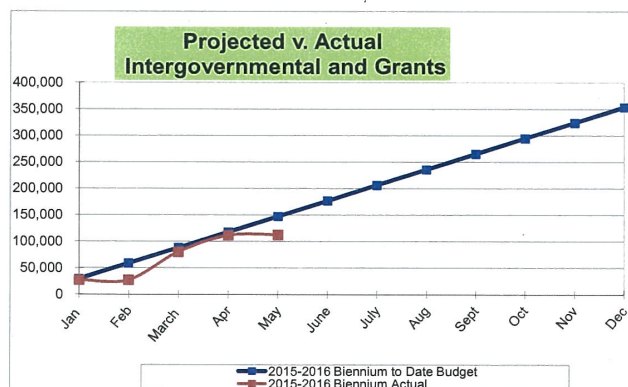
Year To Date
Actual v. Projected 131%



INTERGOVERNMENTAL & GRANTS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	29,474	27,218
Feb	58,948	27,436
March	88,421	80,262
Apr	117,895	111,592
May	147,369	112,807
June	176,843	
July	206,316	
Aug	235,790	
Sept	265,264	
Oct	294,738	
Nov	324,211	
Dec	353,685	

Year To Date
Actual v. Projected 77%

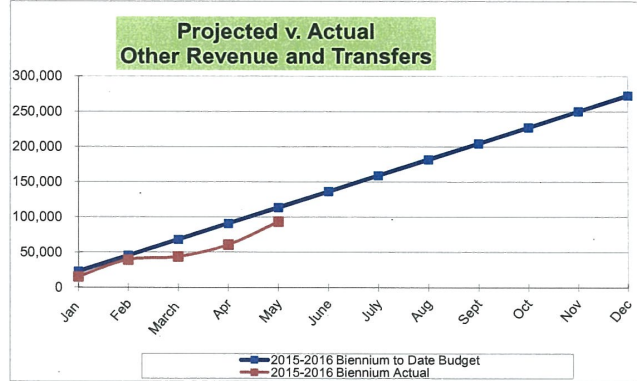


**City of Kenmore, Washington
General Fund Revenue Graphs
May 31, 2015**

OTHER REVENUES AND TRANSFERS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	22,734	15,307
Feb	45,468	39,274
March	68,203	43,782
Apr	90,937	60,796
May	113,671	93,749
June	136,405	
July	159,139	
Aug	181,873	
Sept	204,608	
Oct	227,342	
Nov	250,076	
Dec	272,810	

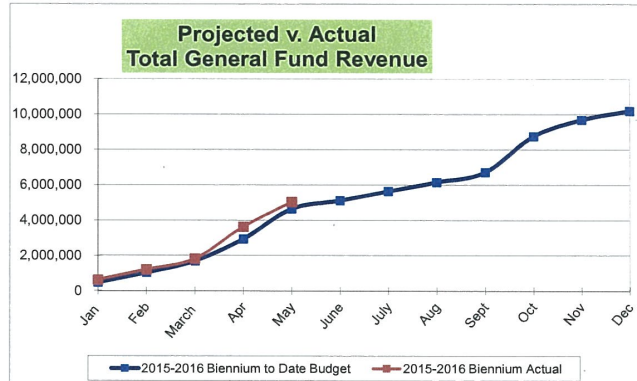
Year To Date
Actual v. Projected 82%



TOTAL GENERAL FUND REVENUE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	473,861	618,747
Feb	1,031,406	1,206,368
March	1,691,995	1,814,022
Apr	2,938,060	3,625,860
May	4,638,558	5,030,544
June	5,121,106	
July	5,639,663	
Aug	6,153,582	
Sept	6,718,446	
Oct	8,751,840	
Nov	9,687,356	
Dec	10,204,728	

Year To Date
Actual v. Projected 108%

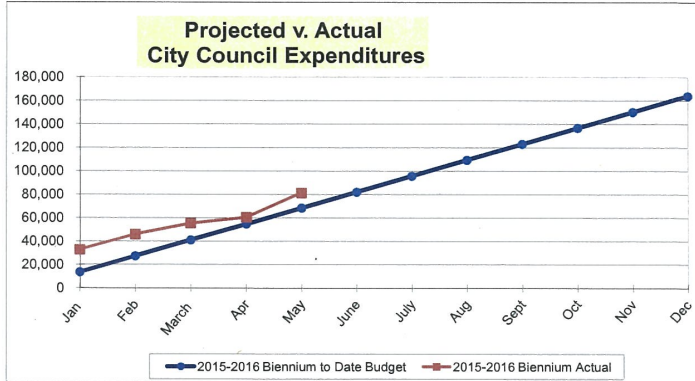


**City of Kenmore, Washington
General Fund Expenditure Graphs
May 31, 2015**

CITY COUNCIL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	13,666	32,767
Feb	27,332	45,956
March	40,997	55,353
Apr	54,663	60,496
May	68,329	81,215
June	81,995	
July	95,660	
Aug	109,326	
Sept	122,992	
Oct	136,658	
Nov	150,323	
Dec	163,989	

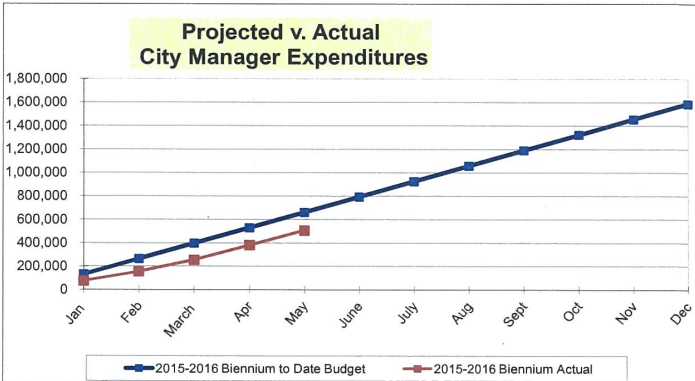
Year To Date
Actual v. Projected 119%



CITY MANAGER

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	132,317	76,658
Feb	264,635	155,562
March	396,952	255,138
Apr	529,269	381,774
May	661,587	507,284
June	793,904	
July	926,221	
Aug	1,058,539	
Sept	1,190,856	
Oct	1,323,173	
Nov	1,455,491	
Dec	1,587,808	

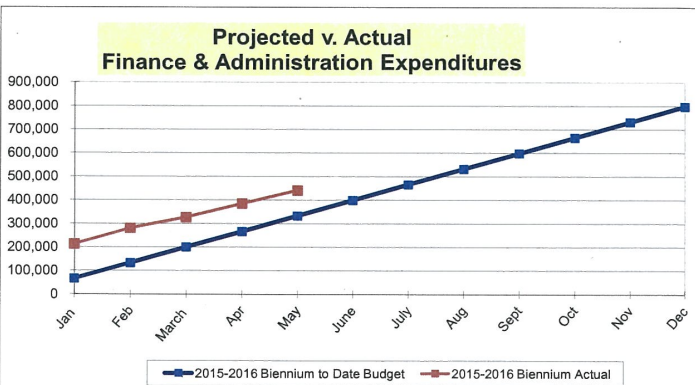
Year To Date
Actual v. Projected 77%



FINANCE & ADMINISTRATION

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	66,530	213,423
Feb	133,061	280,981
March	199,591	326,975
Apr	266,121	385,652
May	332,651	441,461
June	399,182	
July	465,712	
Aug	532,242	
Sept	598,772	
Oct	665,303	
Nov	731,833	
Dec	798,363	

Year To Date
Actual v. Projected 133%

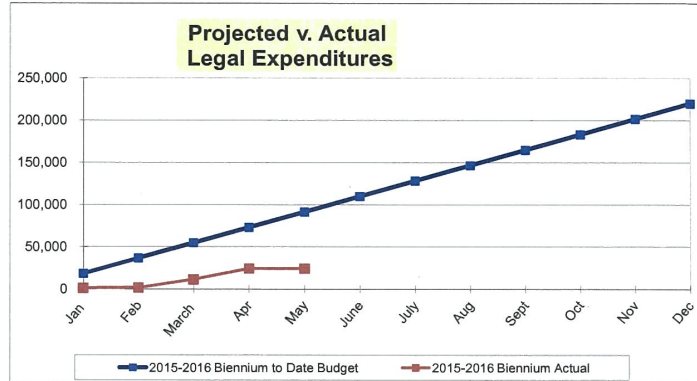


**City of Kenmore, Washington
General Fund Expenditure Graphs
May 31, 2015**

LEGAL

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	18,333	1,163
Feb	36,667	1,695
March	55,000	11,466
Apr	73,333	24,461
May	91,667	24,461
June	110,000	
July	128,333	
Aug	146,667	
Sept	165,000	
Oct	183,333	
Nov	201,667	
Dec	220,000	

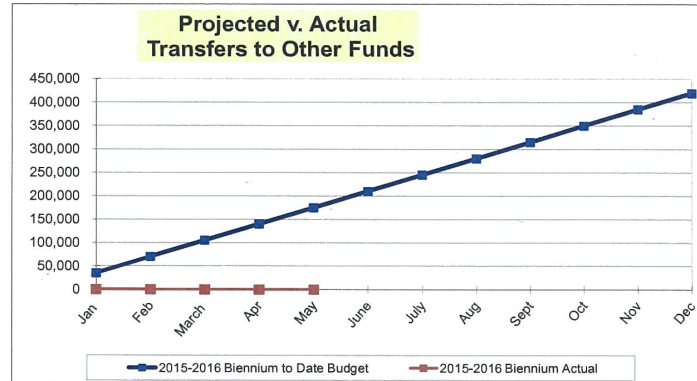
Year To Date
Actual v. Projected 27%



TRANSFERS TO OTHER FUNDS

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	35,000	0
Feb	70,000	0
March	105,000	0
Apr	140,000	0
May	175,000	0
June	210,000	
July	245,000	
Aug	280,000	
Sept	315,000	
Oct	350,000	
Nov	385,000	
Dec	420,000	

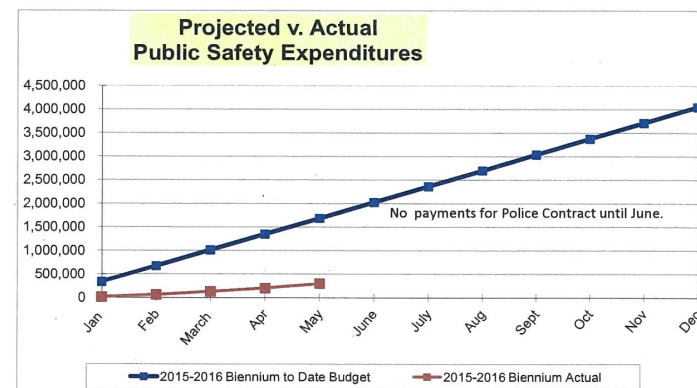
Year To Date
Actual v. Projected 0%



PUBLIC SAFETY

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	337,598	14,009
Feb	675,196	66,499
March	1,012,794	136,946
Apr	1,350,392	207,056
May	1,687,990	304,186
June	2,025,589	
July	2,363,187	
Aug	2,700,785	
Sept	3,038,383	
Oct	3,375,981	
Nov	3,713,579	
Dec	4,051,177	

Year To Date
Actual v. Projected 18%

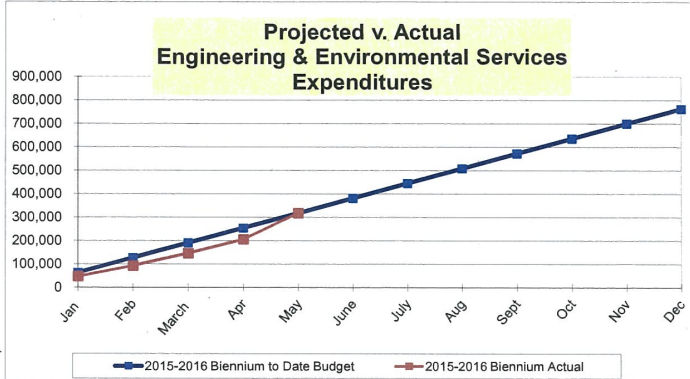


City of Kenmore, Washington
General Fund Expenditure Graphs
May 31, 2015

ENGINEERING & ENVIRONMENTAL SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	63,594	47,876
Feb	127,188	93,035
March	190,782	146,499
Apr	254,376	206,113
May	317,970	318,451
June	381,565	
July	445,159	
Aug	508,753	
Sept	572,347	
Oct	635,941	
Nov	699,535	
Dec	763,129	

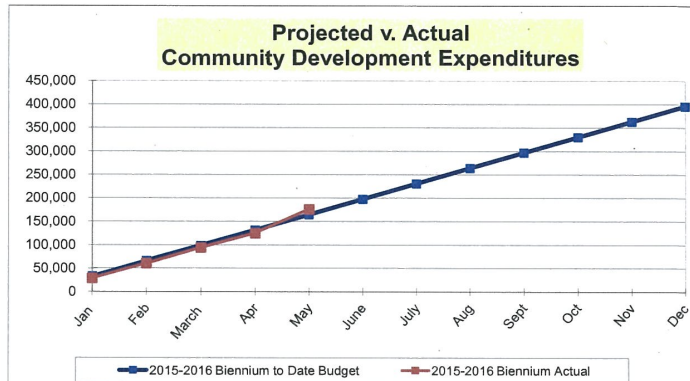
Year To Date
 Actual v. Projected 100%



COMMUNITY DEVELOPMENT

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	32,986	28,737
Feb	65,972	60,625
March	98,959	94,305
Apr	131,945	125,079
May	164,931	176,071
June	197,917	
July	230,903	
Aug	263,889	
Sept	296,876	
Oct	329,862	
Nov	362,848	
Dec	395,834	

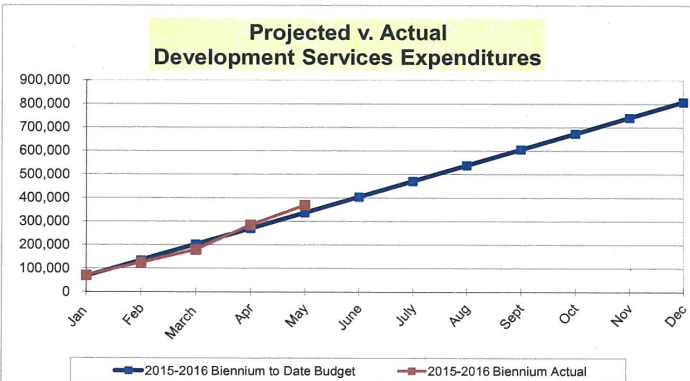
Year To Date
 Actual v. Projected 107%



DEVELOPMENT SERVICES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	67,375	70,605
Feb	134,749	125,016
March	202,124	180,184
Apr	269,499	285,010
May	336,873	369,779
June	404,248	
July	471,623	
Aug	538,997	
Sept	606,372	
Oct	673,747	
Nov	741,121	
Dec	808,496	

Year To Date
 Actual v. Projected 110%



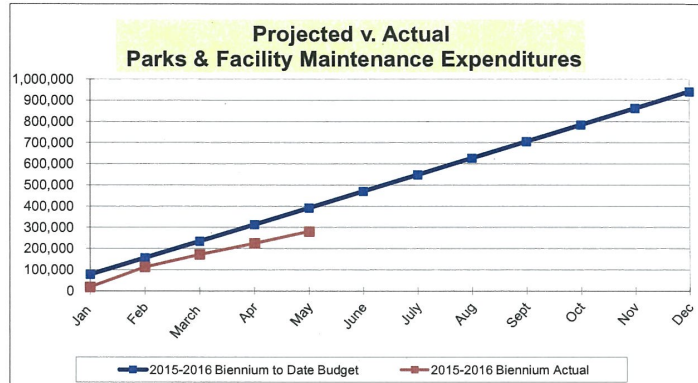
**City of Kenmore, Washington
General Fund Expenditure Graphs
May 31, 2015**

PARKS & FACILITY MAINTENANCE

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	78,452	18,648
Feb	156,905	113,289
March	235,357	172,433
Apr	313,809	225,225
May	392,261	280,628
June	470,714	
July	549,166	
Aug	627,618	
Sept	706,070	
Oct	784,523	
Nov	862,975	
Dec	941,427	

Year To Date
Actual v. Projected

72%

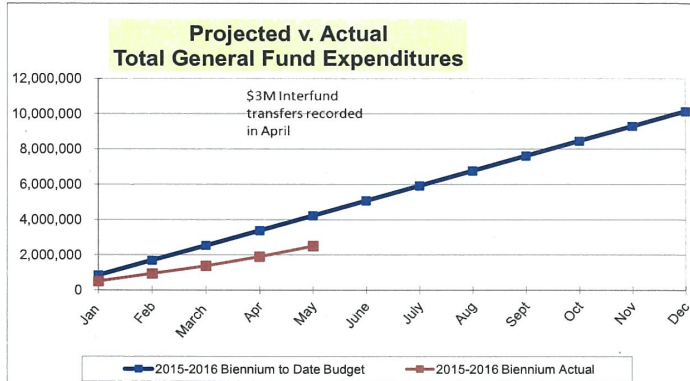


TOTAL GENERAL FUND EXPENDITURES

	2015-2016 Biennium to Date Budget	2015-2016 Biennium Actual
Jan	845,852	503,885
Feb	1,691,704	942,657
March	2,537,556	1,379,298
Apr	3,383,408	1,900,866
May	4,229,260	2,503,536
June	5,075,112	
July	5,920,963	
Aug	6,766,815	
Sept	7,612,667	
Oct	8,458,519	
Nov	9,304,371	
Dec	10,150,223	

Year To Date
Actual v. Projected

59%



City of Kenmore, Washington Street Fund Summary Report May 31, 2015



	Month <u>May 2015</u>	BIENNIUM TO DATE <u>2015-2016</u>	% of <u>BUDGET</u>	<u>BUDGET</u> <u>2015-2016</u>
REVENUES				
Beginning Fund Balance		901,073		
Fuel Tax	36,679	173,251	19.9%	871,531
Miscellaneous	44	960	-	0
ROW Permit Fees	0	0	0.0%	180,000
Transfer from General Fund	0	0	0.0%	833,000
Transfer from TBD	0	0	0.0%	475,000
Total Revenues	36,723	174,211	7.4%	2,359,531

Total Revenues & Beginning Fund Balance		1,075,284		2,359,531
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	Month <u>May 2015</u>	BIENNIUM TO DATE <u>2015-2016</u>	% of <u>BUDGET</u>	<u>BUDGET</u> <u>2015-2016</u>
EXPENDITURES				
Salary and Benefits	19,830	80,813	14.0%	577,783
Maintenance & Operations	68,207	246,953	14.0%	1,760,494
Overlay	0	0	0.0%	0
Capital	4,023	7,392	22.4%	33,000
Total Expenditures	92,060	335,157	14.1%	2,371,277

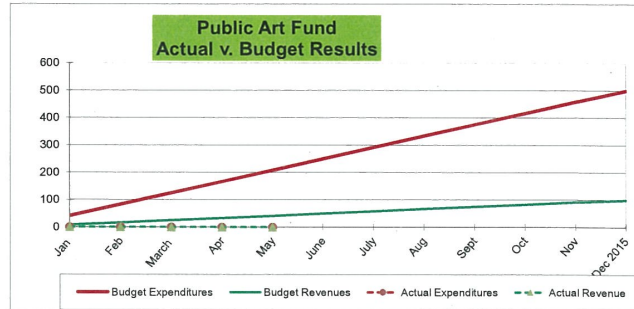
Ending Fund Balance		740,127		-11,746
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Total Expenditures and Ending Fund Balance		1,075,284		2,359,531
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I:\Admin & Finance\Monthly Reports\2015\May.xlsx\Street Fund

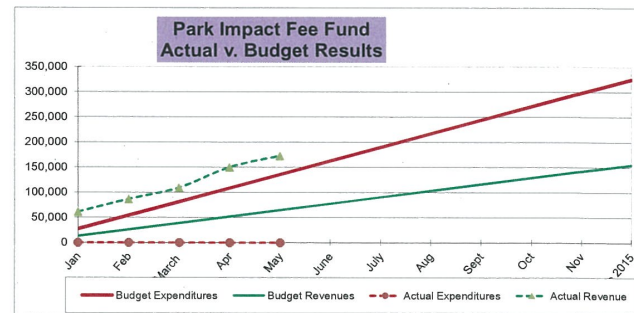
**City of Kenmore, Washington
Other Funds Monthly Activity
May 31, 2015**

PUBLIC ART FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	42	0	8	0
Feb	83	0	17	0
March	125	0	25	0
Apr	167	0	33	0
May	208	0	42	0
June	250		50	
July	292		58	
Aug	333		67	
Sept	375		75	
Oct	417		83	
Nov	458		92	
Dec 2015	500		100	
2015-16	1,000		200	
Total Actual to Date vs Total Budget		0%		0%



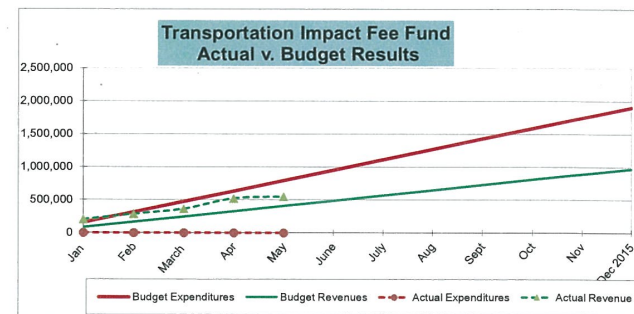
This fund accounts for public art authorized by Ordinance 01-0115. One percent (1%) of public project construction contracts is contributed to this fund to provide for public art displays or performing arts events as authorized by the City Council.

PARK IMPACT FEE FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	27,083	0	12,907	60,986
Feb	54,167	0	25,813	86,356
March	81,250	0	38,720	109,189
Apr	108,333	0	51,626	149,781
May	135,417	0	64,533	172,614
June	162,500		77,439	
July	189,583		90,346	
Aug	216,667		103,252	
Sept	243,750		116,159	
Oct	270,833		129,065	
Nov	297,917		141,972	
Dec 2015	325,000		154,878	
2015-16	490,000		234,063	
Total Actual to Date vs Total Budget		0%		74%



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

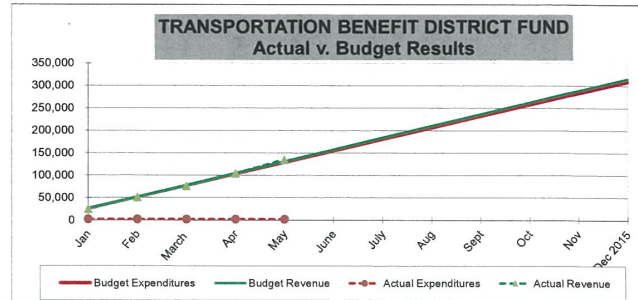
TRANSPORTATION IMPACT FEE FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	158,732	0	81,271	201,539
Feb	317,463	0	162,543	285,879
March	476,195	0	243,814	361,785
Apr	634,927	0	325,086	520,381
May	793,658	0	406,357	548,161
June	952,390		487,629	
July	1,111,122		568,900	
Aug	1,269,853		650,171	
Sept	1,428,585		731,443	
Oct	1,587,317		812,714	
Nov	1,746,048		893,986	
Dec 2015	1,904,780		975,257	
2015-16	2,760,000		1,397,257	
Total Actual to Date vs Total Budget		0%		39%



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

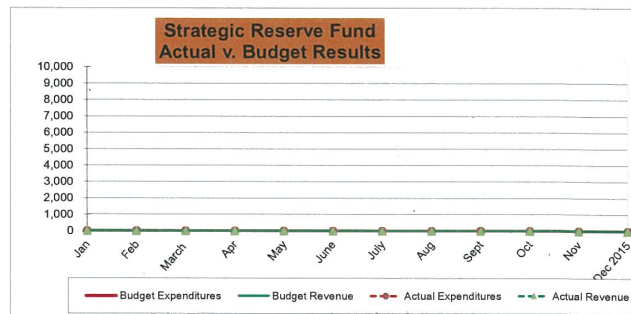
**City of Kenmore, Washington
Other Funds Monthly Activity
May 31, 2015**

TRANSPORTATION BENEFIT DISTRICT FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	25,792	2,500	26,258	25,166
Feb	51,583	2,500	52,517	51,441
March	77,375	2,500	78,775	76,666
Apr	103,167	2,500	105,033	104,722
May	128,958	2,500	131,292	135,333
June	154,750		157,550	
July	180,542		183,808	
Aug	206,333		210,067	
Sept	232,125		236,325	
Oct	257,917		262,583	
Nov	283,708		288,842	
Dec 2015	309,500		315,100	
2015-16	630,000		630,200	
Total Actual to Date vs Total Budget		0%		21%



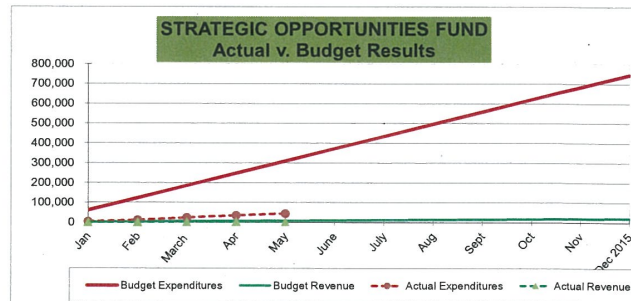
The Transportation Benefit District fund accounts for the \$20 vehicle license tab fees levied on vehicles located in the Kenmore city limits. The revenue generated will be used in maintaining the City's transportation system.

STRATEGIC RESERVE FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
2015	0	0	0	0
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec 2015	0	0	0	0
2015-16	0	0	0	0
Total Actual to Date vs Total Budget		0%		0%



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

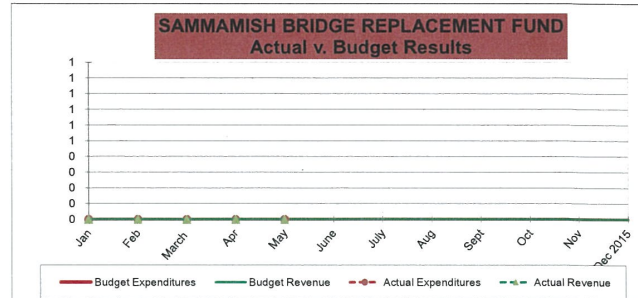
STRATEGIC OPPORTUNITIES FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	62,183	4,565	1,745	780
Feb	124,367	12,302	3,491	1,380
March	186,550	24,857	5,236	2,880
Apr	248,733	36,127	6,981	3,795
May	310,917	45,647	8,726	4,320
June	373,100		10,472	
July	435,283		12,217	
Aug	497,467		13,962	
Sept	559,650		15,707	
Oct	621,833		17,453	
Nov	684,017		19,198	
Dec 2015	746,200		20,943	
2015-16	911,200		37,160	
Total Actual to Date vs Total Budget		5%		12%



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

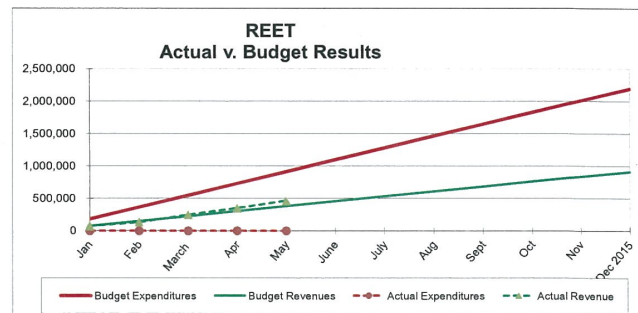
**City of Kenmore, Washington
Other Funds Monthly Activity
May 31, 2015**

SAMMAMISH BRIDGE REPLACEMENT FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	0	0	0	0
Feb	0	0	0	0
March	0	0	0	0
Apr	0	0	0	0
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
Aug	0	0	0	0
Sept	0	0	0	0
Oct	0	0	0	0
Nov	0	0	0	0
Dec 2015	0	0	0	0
2015-16	0	0	0	0
Total Actual to Date vs Total Budget		0%		0%



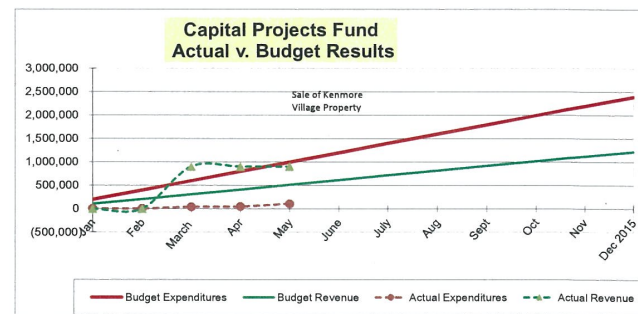
The Sammamish Bridge Replacement fund is a fund used to put money aside for the replacement of the West Sammamish bridge.

REAL ESTATE EXCISE TAX FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	182,604	0	76,167	74,259
Feb	365,208	0	152,333	135,329
March	547,813	0	228,500	246,666
Apr	730,417	0	304,667	350,945
May	913,021	0	380,833	463,873
June	1,095,625		457,000	
July	1,278,229		533,167	
Aug	1,460,833		609,333	
Sept	1,643,438		685,500	
Oct	1,826,042		761,667	
Nov	2,008,646		837,833	
Dec 2015	2,191,250		914,000	
2015-16	3,528,719		1,827,000	
Total Actual to Date vs Total Budget		0%		25%



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

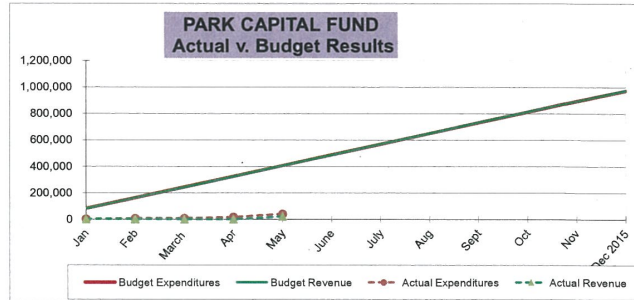
KENMORE VILLAGE FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	199,125	8,042	101,600	0
Feb	398,250	8,042	203,200	0
March	597,375	43,717	304,800	901,302
Apr	796,500	49,778	406,400	901,861
May	995,625	108,500	508,000	901,861
June	1,194,750		609,600	
July	1,393,875		711,200	
Aug	1,593,000		812,800	
Sept	1,792,125		914,400	
Oct	1,991,250		1,016,000	
Nov	2,190,375		1,117,600	
Dec 2015	2,389,500		1,219,200	
2015-16	3,365,000		1,054,500	
Total Actual to Date vs Total Budget		3%		86%



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

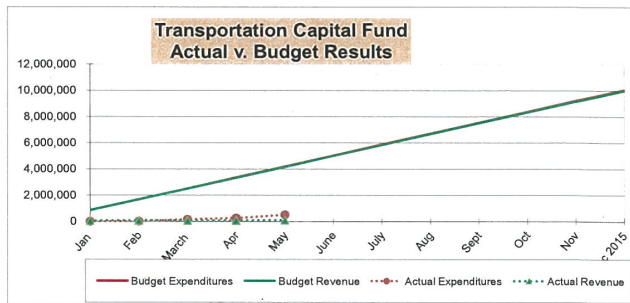
**City of Kenmore, Washington
Other Funds Monthly Activity
May 31, 2015**

PARK CAPITAL FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	81,167	2,087	81,267	2,161
Feb	162,333	7,298	162,533	2,161
March	243,500	8,971	243,800	2,161
Apr	324,667	18,183	325,067	2,161
May	405,833	41,418	406,333	23,804
June	487,000		487,600	
July	568,167		568,867	
Aug	649,333		650,133	
Sept	730,500		731,400	
Oct	811,667		812,667	
Nov	892,833		893,933	
Dec 2015	974,000		975,200	
2015-16	1,238,000		1,240,400	
Total Actual to Date vs Total Budget		3%		2%



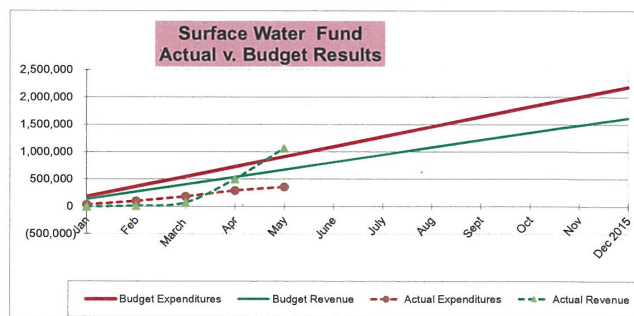
The Park Capital fund will account for Park Capital Projects formerly included in the Municipal Capital fund. In addition, distributions from the King County Proposition 2 Parks Expansion Levy will be receipted into this fund

TRANSPORTATION CAPITAL FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	836,651	61	832,443	42,708
Feb	1,673,302	18,952	1,664,885	73,426
March	2,509,953	161,877	2,497,328	73,426
Apr	3,346,603	268,570	3,329,770	73,426
May	4,183,254	514,488	4,162,213	101,205
June	5,019,905		4,994,655	
July	5,856,556		5,827,098	
Aug	6,693,207		6,659,540	
Sept	7,529,858		7,491,983	
Oct	8,366,508		8,324,425	
Nov	9,203,159		9,156,868	
Dec 2015	10,039,810		9,989,310	
2015-16	17,308,172		17,208,172	
Total Actual to Date vs Total Budget		3%		1%



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

SURFACE WATER MANAGEMENT FUND				
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	182,359	33,733	135,000	(5,221)
Feb	364,718	99,852	270,000	10,469
March	547,077	183,818	405,000	69,011
Apr	729,436	291,141	540,000	502,497
May	911,795	357,577	675,000	1,067,343
June	1,094,154		810,000	
July	1,276,513		945,000	
Aug	1,458,872		1,080,000	
Sept	1,641,231		1,215,000	
Oct	1,823,590		1,350,000	
Nov	2,005,949		1,485,000	
Dec 2015	2,188,308		1,620,000	
2015-16	4,652,276		3,540,000	
Total Actual to Date vs Total Budget		8%		30%

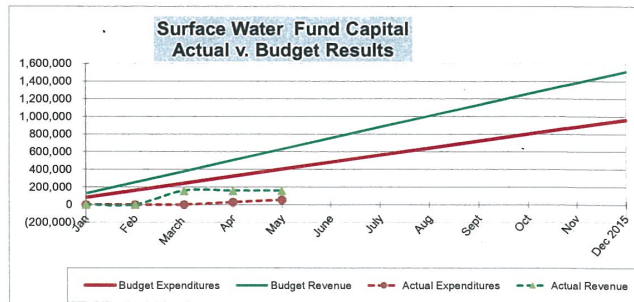


This fund accounts for receipts from surface water assessments. The assessments are collected through the property tax billings; the majority of the receipts are collected in May and November. Expenditures are for surface water maintenance activities such as sweeping and drainage as well as capital improvements.

**City of Kenmore, Washington
Other Funds Monthly Activity
May 31, 2015**

SURFACE WATER CAPITAL FUND

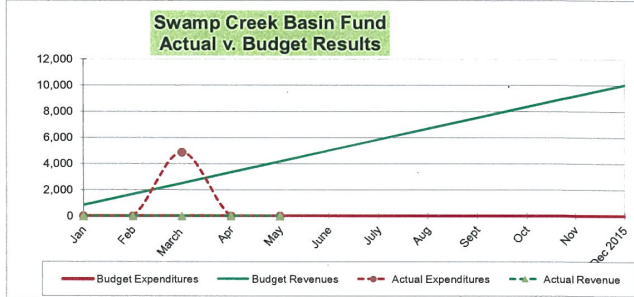
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	80,051	0	125,522	0
Feb	160,102	0	251,044	0
March	240,153	0	376,567	157,000
Apr	320,204	27,959	502,089	157,000
May	400,255	53,304	627,611	157,000
June	480,306		753,133	
July	560,356		878,655	
Aug	640,407		1,004,177	
Sept	720,458		1,129,700	
Oct	800,509		1,255,222	
Nov	880,560		1,380,744	
Dec 2015	960,611		1,506,266	
2015-16	2,209,500		2,139,500	
Total Actual to Date vs Total Budget		2%		7%



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

SWAMP CREEK BASIN FUND

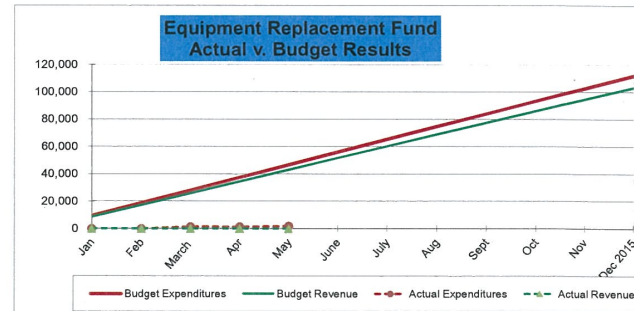
	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	0	0	833	0
Feb	0	0	1,667	0
March	0	4,868	2,500	0
Apr	0	0	3,333	0
May	0	0	4,167	0
June	0		5,000	
July	0		5,833	
Aug	0		6,667	
Sept	0		7,500	
Oct	0		8,333	
Nov	0		9,167	
Dec 2015	0		10,000	
2015-16	0		20,000	
Total Actual to Date vs Total Budget		0%		0%



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

EQUIPMENT REPLACEMENT FUND

	2015-2016 Budget Expenditures	2015-2016 Actual Expenditures	2015-2016 Budget Revenue	2015-2016 Actual Revenue
Jan	9,333	0	8,583	0
Feb	18,667	0	17,167	0
March	28,000	1,347	25,750	0
Apr	37,333	1,347	34,333	0
May	46,667	1,904	42,917	0
June	56,000		51,500	
July	65,333		60,083	
Aug	74,667		68,667	
Sept	84,000		77,250	
Oct	93,333		85,833	
Nov	102,667		94,417	
Dec 2015	112,000		103,000	
2015-16	224,000		206,000	
Total Actual to Date vs Total Budget		1%		0%



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

City of Kenmore, Washington
Cash and Investment Report
May 31, 2015



Fund	Beg. Cash & Inv.	Monthly	Monthly	End. Cash & Inv.
	from Prev. Mo.	Revenues	Expenditures	Current Month
General	\$5,959,260	\$1,404,684	\$602,670	6,761,274
Street	793,987	36,723	92,060	738,651
Transportation Capital	797,034	27,779	245,918	578,895
Public Art	67,848	0	0	67,848
Park Impact Fee	907,211	22,833	0	930,044
Transportation Impact Fee	1,683,311	140,949	0	1,824,260
Swamp Creek Basin	1,397,662	0	0	1,397,662
Transportation Benefit District	111,153	30,611	0	141,764
Sammamish Bridge Replacement	514	0	0	514
Real Estate Excise Tax	1,776,415	112,927	0	1,889,342
Kenmore Village	3,240,118	0	58,722	3,181,396
Park Capital	-15,455	21,643	23,235	(17,047)
Surface Water Management	1,695,522	564,846	66,436	2,193,932
Surface Water Capital	112,691	0	25,344	87,347
Strategic Reserve	1,264,465	0	0	1,264,465
Strategic Opportunities	2,114,555	525	9,521	2,105,559
Equipment Replacement	453,327	0	557	452,770
Trust & Agency	416,401	27,852	8,250	436,003
Totals	\$22,776,019	\$2,391,373	\$1,132,713	\$24,034,679

Fund	Cash, Savings,	(> One Year)	Total
	Local Govt Investment Pool	Fixed Investments	
General	\$1,536,381	\$5,238,575	6,774,955
Street	-111,350	850,000	738,650
Transportation Capital	-412,886	0	(412,886)
Public Art	52,848	15,000	67,848
Park Impact Fee	-4,612	930,000	925,388
Transportation Impact Fee	1,794,262	30,000	1,824,262
Swamp Creek Basin	-2,337	1,400,000	1,397,663
Transportation Benefit District	141,761	0	141,761
Sammamish Bridge Replacement	513	0	513
Real Estate Excise Tax	2,878,086	0	2,878,086
Kenmore Village	2,729,608	450,000	3,179,608
Park Capital	-17,047	0	(17,047)
Surface Water Management	1,682,145	510,000	2,192,145
Surface Water Capital	87,346	0	87,346
Strategic Reserve	414,465	850,000	1,264,465
Strategic Opportunities	2,105,560	0	2,105,560
Equipment Replacement	2,770	450,000	452,770
Trust & Agency	336,002	100,000	436,002
Totals	\$13,213,515	\$10,823,575	\$24,037,090

City of Kenmore, Washington
Schedule of Investments
May 31, 2015



Report by Security	Investment #	Type	Average Yield to Maturity-Securities				Possible Call Date	Overall Average Yield	0.52%
			Maturity Date	Purchase Date	Rate	Yield		Principal or Balance	Yield Equivalents
<u>Piper Jaffray</u>									
	31771J4M9	FICO	9/26/2017	8/14/2012	1.13%	1.13%	non callable	894,731.88	10,137.31
Total Piper Jaffrey Purchases								894,731.88	10,137.31
<u>Time Value Investments</u>									
	3136G1BT5	FNMA	8/7/2017	7/2/2013	1.30%	1.30%	8/7/2013	982,099.00	12,767.29
	3135G0XK4	FNMA	5/25/2018	11/25/2013	1.38%	1.38%	2/25/2014	985,750.00	13,583.64
	3135G0XK4	FNMA	5/25/2018	2/27/2014	1.30%	1.30%	2/25/2014	989,691.00	12,865.98
	31771EAL5	FICO	2/8/2018	1/13/2015	1.15%	1.15%		999,114.48	11,489.82
	3134G43V8	FHLB	5/15/2018	7/23/2014	1.36%	1.36%	8/15/2014	988,450.00	13,462.69
	3133EA5T1	FFCB	1/23/2019	7/23/2014	1.59%	1.59%	7/28/2014	984,270.00	15,689.26
	31359MEL3	FNMA	4/22/2017	10/22/2012	0.86%	0.86%	no call	999,468.08	8,595.43
Total TVI Purchases								6,928,842.56	88,454.10
<u>Banner Bank CD's</u>									
	5740005425	CD	2/6/2016	2/6/2014	0.32%	0.32%		1,000,000.00	3,200.00
Total Banner Bank CD's								1,000,000.00	3,200.00
<u>Sound Community Bank CD's</u>									
	18299229	CD	2/11/2016	2/14/2014	0.80%	0.80%		1,000,000.00	8,000.00
Total Sound Community Bank CD's								1,000,000.00	8,000.00
<u>Opus Bank CD's</u>									
	11495975	CD	8/10/2015	2/10/2014	0.35%	0.35%		1,000,000.00	3,500.00
Total Cascade Bank CD's								1,000,000.00	3,500.00
TOTAL ALL SECURITIES								\$ 10,823,574.44	\$ 113,291.41
Banner Checking and Savings						0.07% Banner		7,463,861.04	5,224.70
Cash								1,005.00	-
Local Government Investment Pool						0.09% LGIP		5,748,647.29	5,420.97
Total Accounts								\$ 24,037,087.77	123,937.09

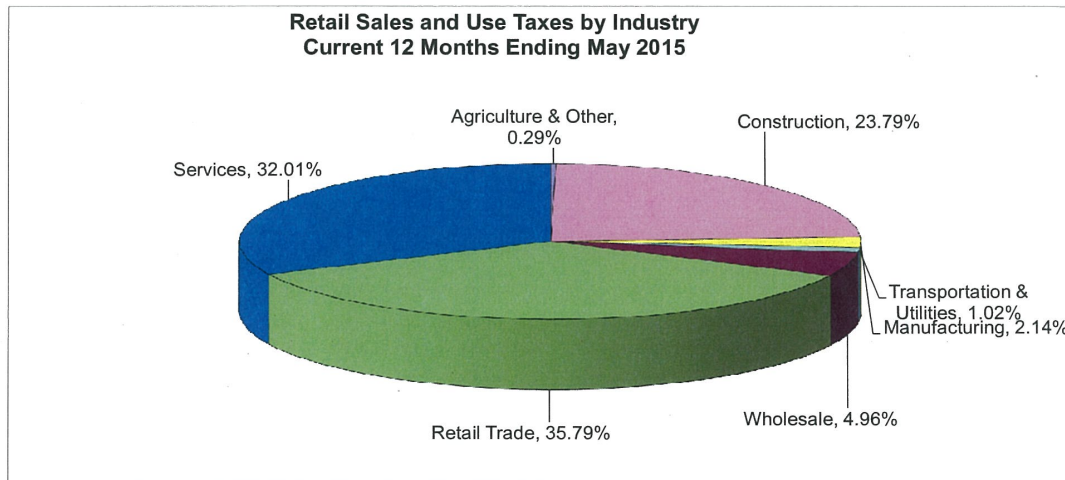
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 May 2015

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	52.04	0.00	52.04	0.0%
CONSTRUCTION	40,117.53	759.34	40,876.86	26.4%
MANUFACTURING	6,096.10	16.45	6,112.55	3.9%
TRANSPORTATION & UTILITIES	930.21	382.22	1,312.43	0.8%
WHOLESALE	7,908.85	209.09	8,117.95	5.2%
RETAIL TRADE	58,491.75	206.51	58,698.25	37.9%
SERVICES	37,258.71	961.70	38,220.41	24.7%
INFORMATION	-81.08	92.02	10.94	0.0%
PUBLIC SERVICES	7.59	1,352.02	1,359.61	0.9%
	<u>150,781.71</u>	<u>3,979.34</u>	<u>154,761.05</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
May 31, 2015

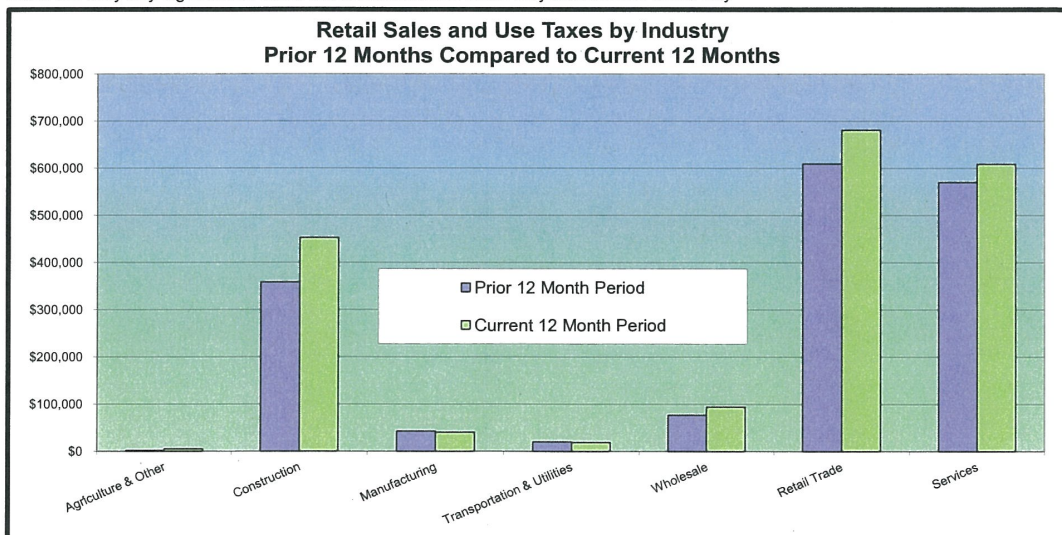


Industry	Prior 12 Months ending May 2014	Current 12 Months ending May 2015	% Increase/ (Decrease)	% of Total
Agriculture & Other (Landscaping, Animal Hospitals)	\$1,715	\$5,452	217.95%	0.29%
Construction	358,402	452,442 *	26.24%	23.79%
Manufacturing (Printing, Publishing, Other Manuf.)	42,880	40,747	-4.98%	2.14%
Transp/Comm/Utilities (Telecomm., Air Transport.)	20,523	19,426	-5.34%	1.02%
Wholesale (Lumber, Other Wholesale)	77,080	94,425	22.50%	4.96%
Retail Trade (Eating, Merchandise, Food Stores)	609,266	680,660	11.72%	35.79%
Services (Auction, Recreation, Auto Repair, Financial)	570,006	608,876	6.82%	32.01%
Totals	\$1,679,872	\$1,902,028	13.22%	100%
Increase/(Decrease)		\$222,156	13.22%	



NOTE: Due to the City's Confidentiality Agreement with the Department of Revenue, specific business information cannot be disclosed.

There is a sixty-day lag between sales taxes collected and when they are remitted to the City



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City of Kenmore, Washington
Real Estate Excise Tax Report
May 31, 2015

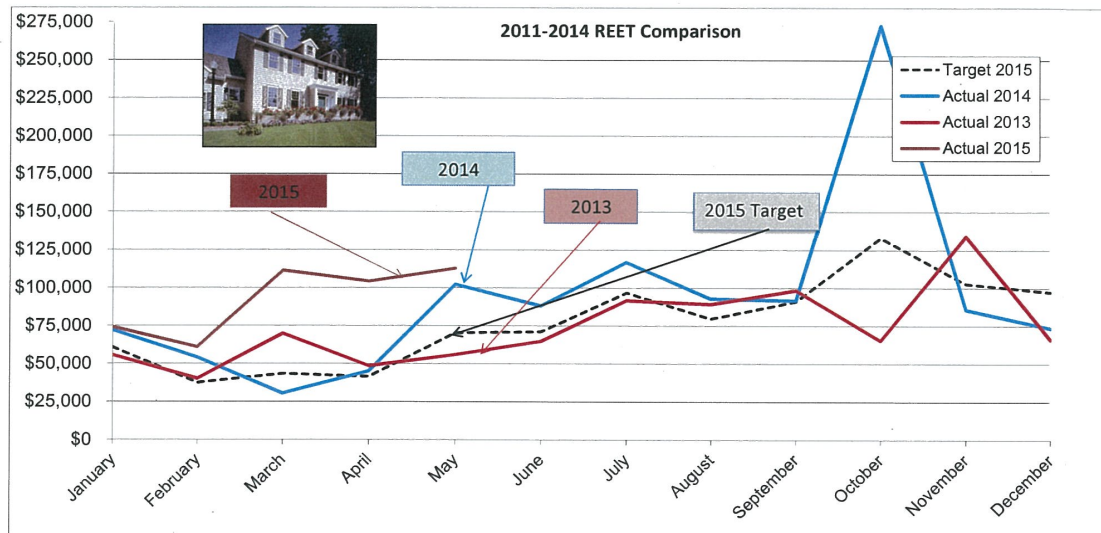


Real Estate Excise Taxes (REET) 2012 - 2015 Monthly Receipts					
	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Target 2015
January	54,359	55,801	72,106	74,259	60,756
February	18,064	40,281	54,038	61,070	37,461
March	29,691	69,946	30,426	111,337	43,354
April	30,662	48,671	45,118	104,280	41,484
May	52,575	56,178	102,257	112,927	70,337
June	60,408	64,938	88,070		71,139
July	81,316	91,779	116,858		96,651
August	56,626	89,496	92,932		79,685
September	82,785	98,573	91,812		91,057
October	60,265	65,596	272,842		132,901
November	88,057	134,286	85,748		102,697
December	152,262	66,342	73,582		97,395
	\$767,070	\$881,886	\$1,125,790		\$924,916

For 2015, REET is \$159,927 more than the same period last year and more than the 2015 target by \$210,481

* NOTE THE 2015 target is computed on a 3 year average (2012-2014) of actual receipts

Real Estate Excise Taxes (REET) 2012 - 2015 Property Sales > \$500,000								
e sales actually occur in the prior month; there is a 30 day lag between sales and when the City receives the rever								
Taxes from > \$500,000 Sale Amounts								
	2012	2013	2014	2015	2012	2013	2014	2015
January	5,515,283	3,380,165	4,699,850	7,418,000	27,301	16,732	23,264	36,719
February	1,152,000	3,417,500	3,930,920	6,607,900	5,702	16,917	19,458	32,709
March	750,000	3,514,000	2,175,430	7,874,934	3,713	17,394	10,768	38,981
April	870,000	1,570,450	4,266,725	14,291,370	4,307	7,774	21,120	70,742
May	2,796,250	3,634,210	12,347,730	14,068,904	13,841	17,989	61,121	69,641
June	1,215,000	2,761,500	7,353,999		6,014	13,669	36,402	
July	4,196,500	8,478,706	15,071,601		20,773	41,970	74,604	
August	1,756,200	6,131,455	5,882,306		8,693	30,351	29,117	
September	4,859,500	10,911,500	8,437,700		24,055	54,012	41,767	
October	3,087,500	5,568,400	44,456,605		15,283	27,564	220,060	
November	8,334,960	18,620,230	8,922,100		41,258	92,170	44,164	
December	23,033,200	4,606,450	7,142,900		114,014	22,802	35,357	
	\$57,566,393	\$72,594,566	\$124,687,866	\$50,261,108	284,954	359,344	617,202	248,792



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City of Kenmore, Washington
Monthly Report for Kenmore Village Fund
May 31, 2015



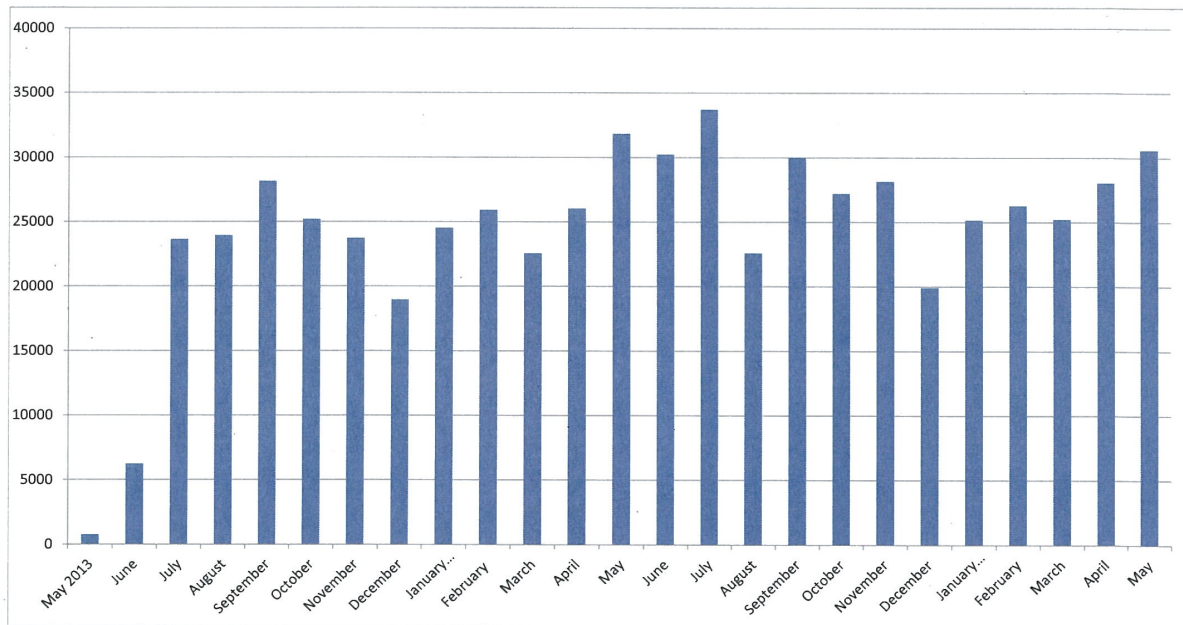
<u>Revenues</u>	<u>May 2015</u>	<u>Biennium-to- Date</u>	<u>Biennium Budget</u>
Lease Income (USPS & Kenmore Village)	0	0	67,000
Return of Security Deposit	0	0	0
Other Rent Income	0	0	0
Landlord Expense (CAM*) Reimbursement	0	0	0
Investment Interest	0	0	23,000
Sale of Property	0	901,302	903,000
Event Sponsorship	0	0	1,500
Grant for Public Square	0	0	270,000
Transfer From General Fund	0	0	60,000
Leasehold Excise Returned	0	559	2,400
Total Revenues	0	901,861	1,326,900
<u>Expenditures</u>			
6700 Building Improvements	0	0	0
Downtown Plan Services	1,119	39,287	0
Property Management	0	0	19,000
Utilities and Insurance - Kenmore Village	0	2,349	0
Repairs, Maintenance, Other Services	1,985	7,303	133,240
Surface Water and Fire Benefit Fees	0	3,944	0
Kenmore Village Public Square	55,618	55,618	3,365,000
Transfers to Other Funds	0	0	0
Total Expenditures	58,722	108,501	3,517,240
Net Income (Loss)	-58,722	793,360	-2,190,340

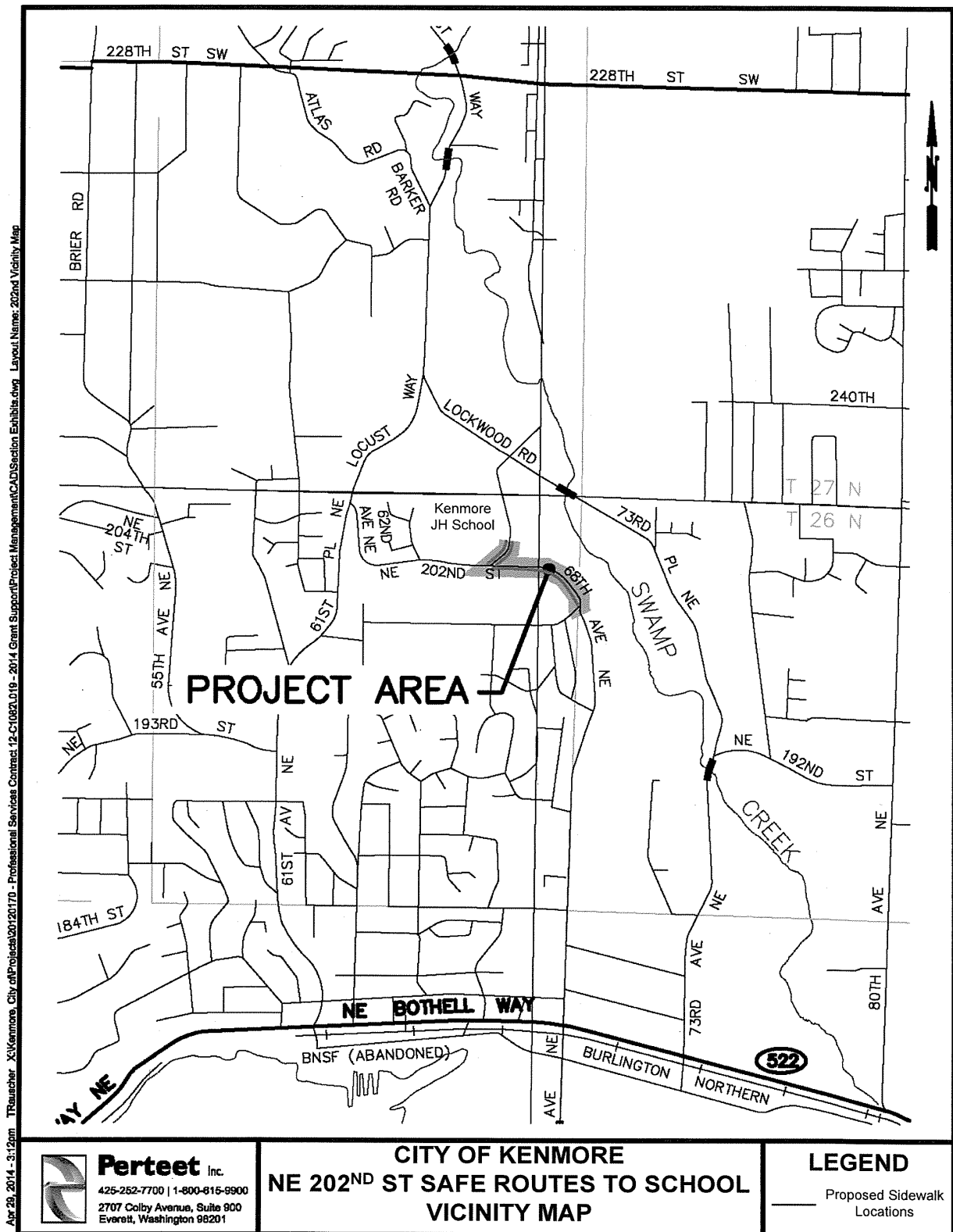
NOTE: This schedule only reflects activity occurring on the City books and does not include the lease revenue and expenditures accounted for by the property management firm.

Kenmore Transportation Benefit District
Monthly Report
May 31, 2015



<u>Revenues</u>	<u>May 2015</u>	<u>Biennium-to-Date</u>	<u>Biennium Budget</u>
Vehicle Fees	30,611	135,333	630,200
Total Revenues	<u>\$30,611</u>	<u>\$135,333</u>	<u>\$630,200</u>
<u>Expenditures</u>			
WCIA Insurance	0	2,500	5,000
Reimbursement to Street Fund	0	0	475,000
Overlay	0	0	150,000
Total Expenditures	<u>0</u>	<u>2,500</u>	<u>630,000</u>
Net Income (Loss)	\$30,611	\$132,833	\$200







City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Amendment 3 to Contract No. 12-CI082 with Perteet: On-Call Services for Traffic Engineering, Transportation, and Parks Proposed Council Action/Motion: Authorize the City Manager to execute Amendment 3 with Perteet for Contract 12-CI082 to increase the contract by an additional \$230,000 to \$1,272,500.	For Council Meeting Agenda of: July 27, 2015 Department: Public Works Prepared by: John Vicente, PE Kris Overleese, PE <table style="width: 100%;"> <tr> <td style="width: 70%;">Approved by Department Head:</td> <td style="width: 30%; text-align: center;"><u>Initial & Date</u> KH 7/18/15</td> </tr> <tr> <td>Approved by City Attorney:</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Approved by Finance Director:</td> <td style="text-align: center;">JVG 7/14/15</td> </tr> <tr> <td>Approved by City Manager:</td> <td style="text-align: center;">AK</td> </tr> </table> Exhibits/Attachments: Attachment A: Contract 12-CI082 Task Order Tracking Sheet	Approved by Department Head:	<u>Initial & Date</u> KH 7/18/15	Approved by City Attorney:	NA	Approved by Finance Director:	JVG 7/14/15	Approved by City Manager:	AK
Approved by Department Head:	<u>Initial & Date</u> KH 7/18/15								
Approved by City Attorney:	NA								
Approved by Finance Director:	JVG 7/14/15								
Approved by City Manager:	AK								
<table style="width: 100%;"> <tr> <td style="width: 33%;">Expenditure Required N/A</td> <td style="width: 33%; text-align: center;">Amount Budgeted N/A (See Fiscal Consideration below)</td> <td style="width: 33%; text-align: right;">Appropriation Required N/A</td> </tr> </table>		Expenditure Required N/A	Amount Budgeted N/A (See Fiscal Consideration below)	Appropriation Required N/A					
Expenditure Required N/A	Amount Budgeted N/A (See Fiscal Consideration below)	Appropriation Required N/A							
<u>INFORMATION/BACKGROUND:</u> With this contract, the City utilizes Perteet, Inc. for traffic engineering, transportation planning, and parks project assistance. The transportation and parks projects/tasks needing assistance include: design, survey, right of way acquisition, structural engineering, grant writing, geotechnical review, street standards review, permitting, environmental review, construction management services, and planning. In January 2013, the City Council authorized the City Manager to execute Contract No. 12-CI082 for \$675,000 (plus a 10% contingency) with Perteet Inc. Amendment 1 was executed May 20, 2014 bringing the contract total to \$742,500. In October 2014, City Council authorized the City Manager to further amend the agreement to \$1,042,500. Staff has been pleased with the level and quality of service from Perteet and their sub consultants and is seeking authorization from City Council to increase their contracting authority by \$230,000 to \$1,272,500. Attachment A demonstrates the work underway or completed as part of Perteet's on-call agreement. The work anticipated for 2015 includes: • Design and Construction services for the NE 202nd St Safe Routes to School Project • As needed survey and traffic analysis • Grant preparation									
<u>FISCAL CONSIDERATION:</u> The amended contract value will be set at \$1,272,500 (original contract amount of \$675,000 + Amendment 1 amount of 67,500 + Amendment 2 amount of \$300,000 + Amendment 3 amount of \$230,000). The funds to pay for									

the work in the agreement are within individual project budgets and line items. No retainer is paid for on-call consultants.

A “task order” is formally written and executed for any work given under this agreement. The City Engineer manages the overall agreement for compliance and parks, operations, and engineering staff manage “task orders” scopes of work. The City Engineer approves all task order assignments and task order amendments.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

The Perteet team will continue to work on Transportation Projects, traffic engineering, and elements of Parks projects. The work they do will support:

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.

Council Goal 4: To continue to pursue downtown development, with an emphasis on Kenmore Village.

Council Goal 5: To advance the public's access and connection to the waterfront.

Council Goal 7: To implement a Parks Improvement and Financial Plan.



Attachment A: City of Kenmore Task Order Tracking Sheet

Task Order No.	Task Order Name	Scoping	Under Contract	Task Order Total	Contract Running Budget Total	Amount Remaining	City Project Manager	Task Lead
	Original Contract Amount				\$ 675,000			
	Amendment #1				\$ 67,500			
	Amendment #2				\$ 300,000			
On-Call Total Budget Amount Not to Exceed					\$ 1,042,500			
01	Contract Administration	☐	☒	\$ 35,054	\$ 35,054	\$ 1,007,446	Kris Overleese	Darrell Smith
02	68th Sidewalk Projects (183rd to NE 185th Street)	☐	☒	\$ 41,744	\$ 76,798	\$ 965,702	Terry Paananen	Darrell Smith
03	Prepare City-Wide Safety Improvements	☐	☒	\$ 106,499	\$ 183,297	\$ 859,203	Terry Paananen	Gina Parenteau
04	Transportation Element	☐	☒	\$ 194,691	\$ 377,988	\$ 664,512	Kris Overleese	Kendra Breiland
05	Concrete Package	☐	☒	\$ 65,855	\$ 443,843	\$ 598,657	Kris Overleese	Darrell Smith
06	Tolt Trail Project	☐	☒	\$ 81,079	\$ 524,922	\$ 517,578	Debbie Bent	Darrell Smith
07	Gateways Project	☐	☒	\$ 63,906	\$ 588,828	\$ 453,672	Jennifer Gordon	Darrell Smith
08	Road Standards	☐	☒		See Task Order #4		Debbie Bent	Darrell Smith
09	Kenmore Park & Ride Survey	☐	☒	\$ 10,507	\$ 599,335	\$ 443,165	Nancy Osley	Erik VanBuskirk
10	Post Office Survey	☐	☒	\$ 7,401	\$ 606,736	\$ 435,764	Nancy Osley	Erik VanBuskirk
11	Kenmore Park and Ride – 68th R/VV Survey	☐	☒	\$ 3,684	\$ 610,420	\$ 432,080	Nancy Osley	Jon Garvin
12	TIB Sidewalk Grant	☐	☒	\$ 6,000	\$ 616,420	\$ 426,080	Kris Overleese	Darrell Smith
13	Inglemoor Senior High School	☐	☐	Cancelled	\$ 616,420	\$ 426,080	Kris Overleese	Dave Alm
14	Pavement Management	☐	☒	\$ 25,808	\$ 642,228	\$ 400,272	Jennifer Gordon	Darrell Smith
15	Log Boom Park Pedestrian Bridge	☐	☒	\$ 95,020	\$ 737,248	\$ 305,252	Kris Overleese	Darrell Smith
16	NE 182nd Street Legal Description	☐	☒	\$ 4,010	\$ 741,258	\$ 301,242	Kris Overleese	Darrell Smith
17	7353 NE 175th Boundary Survey	☐	☒	\$ 8,792	\$ 750,050	\$ 292,450	Debbie Bent	Darrell Smith
18	Kenmore Village - Parcel B BLA	☐	☒	\$ 15,257	\$ 765,307	\$ 277,193	Bryan Hampson	Jim Brown
19	2014 Grant Support	☐	☒	\$ 12,750	\$ 778,057	\$ 264,443	Kris Overleese	Darrell Smith
20	WSDOT Safety Grant Application	☐	☒	\$ 8,000	\$ 786,057	\$ 256,443	Kris Overleese	Darrell Smith
21	2014 TIB Sidewalk Grant Application	☐	☒	\$ 4,000	\$ 790,057	\$ 252,443	Kris Overleese	Darrell Smith
22	Town Green Geotech Work	☐	☒	\$ 16,963	\$ 807,020	\$ 235,480	Debbie Bent	Darrell Smith
23	Town Green Supplemental Survey	☐	☒	\$ 5,520	\$ 812,540	\$ 229,960	Debbie Bent	Jon Garvin
24	Binding Site Plan	☐	☒	\$ 5,763	\$ 818,303	\$ 224,197	Bryan Hampson	Jim Brown
25	NE 181st St North Sidewalk Improvements	☐	☒	\$ 46,958	\$ 865,261	\$ 177,239	Kent Vaughan	D. DeKoekKoek
26	Concurrency Program Update	☐	☒	\$ 22,529	\$ 887,790	\$ 154,710	Kris Overleese	Darrell Smith
27	NE 181st St South Sidewalk Improvements	☐	☒	\$ 101,985	\$ 989,775	\$ 52,725	Kent Vaughan	D. DeKoekKoek
28	ADA Assessment	☐	☒	\$ 19,796	\$ 1,009,571	\$ 32,929	John Vicente	Gina Parenteau
29	2015 TIB Grant Application	☒	☐		\$ 1,009,571		John Vicente	Darrell Smith
30	NE 202nd St Safe Routes to Schools	☒	☐		\$ 1,009,571		John Vicente	Darrell Smith
Totals Spent to Date					\$ 1,009,571			
Total Contract Remaining						\$ 32,929		



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

Subject/Topic: Motion authorizing the City Manager to execute an exclusive lease listing agreement (Contract No. 15-C1452) with JSH Properties Inc for the retail space in the proposed town green pavilion building		For Council Meeting Agenda of: July 27, 2015	
Proposed Council Action/Motion: Motion to authorize execution of Contract No. 15-C1452		Department: City Manager	Prepared by: Rob Karlinsey, City Manager
		Initial & Date Approved by Department Head: [Signature] 7/27/15 Approved by City Attorney: [Signature] 7/15/15 Approved by Finance Director: [Signature] Approved by City Manager: [Signature]	
		Exhibits/Attachments: 1. Contract No. 15-C1452 2. Draft RFP 3. Draft listing piece	
Expenditure Required: 6% commission of the gross lease rent amount years 1-5.	Amount Budgeted: \$60,000 (net annual operating budget for the Town green starting 2016) in the General Fund	Appropriation Required \$0	
<u>INFORMATION/BACKGROUND:</u> At the January 2015 Council retreat, Council directed staff to issue a Request For Proposals (RFP) for lease of retail space in the proposed pavilion building, part of the City's town green project. Staff recommends that Council authorize execution of an exclusive listing agreement (Contract No. 15-C1452 with JSH Properties Inc (Attachment #1). Stephen Hansen, President of JSH Properties, would be responsible for listing the retail space and marketing the property to potential tenants. A draft Request for Proposals (Attachment #2) and draft JSH listing piece (Attachment #3) are attached. Staff and Steve Hansen met with three Kenmore residents (Alene Fisher, Nicole Suarez and Stephanie Burrell) who have volunteered to help advise during the tenant selection process. Construction on the town green and pavilion building is estimated to begin in October 2015. The RFP will be issued in the next few months.			
A proposed 4,600 square foot community pavilion building will be sited within the larger 22,000 sq.ft. town green parcel located at the northwest intersection of 68 th Avenue NE and NE 181 st Street. Approximately 1,110 sq.ft. of leasable retail space is proposed within the community building. The City's preference is for a food or beverage retailer(s) that has the most potential to activate the space and meet the needs of local customers. The selected tenant(s) will take the space in a "grey shell" and shall be responsible for the cost of tenant improvements. The building and the leasable grey shell should be ready for tenant improvements in midsummer 2016.			
The purpose of including retail uses in the building is three-fold: 1. To generate revenue and thereby offset the costs of operating and programming the building and the Town Green. 2. To help activate the space. 3. To provide "eyes" on the space.			
<u>FISCAL CONSIDERATION:</u> Commission to JSH Properties will be 6% of the gross rent for years 1-5.			
<u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> Council Goal #2 develop downtown is part of implementing the Economic Development Plan. A central gathering space is identified in the positioning statement for Kenmore Village. Developing a central gathering space is also consistent with the adopted Downtown Plan and Park and Recreation Open Space (PROS) plan.			

Attachment 1

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CBA

CBA Form XL
Exclusive Lease
Rev. 1/2011
Page 1 of 5

EXCLUSIVE LEASE LISTING AGREEMENT

This Agreement is made by and between The City of Kenmore
("Owner") and JSH Properties, Inc. ("Firm"). Owner hereby
grants to Firm the exclusive and irrevocable right to lease and to receipt for deposit in connection therewith
Owner's commercial real estate legally described as set forth on attached Exhibit A and commonly described as
xxxx 68th Avenue NE City of
Kenmore, King County, Washington (the "Property").

1. **DURATION OF AGREEMENT.** This Agreement shall commence on June 18, 2015 and shall expire at 11:59 p.m. on September 30, 2016
2. **PRICE AND TERMS.** Owner agrees to list the Property at a lease price of \$ T.B.D per Sq. ft. and shall consider offers that include the following terms:
Term of Lease: To be determined Please see Exhibit B attached
Terms: To be determined Hearing criteria to be provided
3. **DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; (b) "lease" shall mean lease, sublease, sell, or enter into a contract to lease, sublease, or sell the Property; and (c) "lessee" shall include sublessees, if applicable. The phrases "this Agreement" and "during the term hereof" include extensions or renewals of this Agreement.
4. **AGENCY / DUAL AGENCY.** Owner authorizes Firm to appoint Stephen J. Hansen as Owner's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers who supervise Listing Broker's performance as Owner's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Owner, except to the extent that Firm, in its discretion, appoints other brokers to act on Owner's behalf as and when needed.

If the Property is leased to a tenant represented by one of Firm's brokers other than Listing Broker ("Tenant's Broker"), Owner consents to any Supervising Broker who also supervises Tenant's Broker acting as a dual agent. If the Property is leased to a tenant who Listing Broker also represents, Owner consents to Listing Broker and Supervising Broker acting as dual agents. Owner has received from Listing Broker the pamphlet entitled "The Law of Real Estate Agency."

If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this Agreement plus any additional compensation Firm may have negotiated with the tenant.
5. **PROPERTY OWNERSHIP AND INFORMATION.** Owner warrants that Owner has the right to lease the Property on the terms set forth in this Agreement, and that the Property is free and clear of any encumbrances which would interfere therewith. Owner acknowledges receipt of a copy of this Agreement.

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CBA Form XL
Exclusive Lease
Rev. 1/2011
Page 2 of 5

EXCLUSIVE LEASE LISTING AGREEMENT
(continued)

6. **COMMISSION.** Firm shall be entitled to a commission if: (a) Owner leases the Property directly or indirectly or through any person or entity other than Firm during the term of this Agreement; (b) Owner leases the Property with a tenant procured by Firm within six (6) months after the expiration or sooner termination of this Agreement to a person or entity that submitted an offer to purchase or lease the Property during the term of this Agreement or to whom the property was shown and whose identity appears on any registration list provided by Firm pursuant to this Agreement or an "Affiliate" of such a person or entity that submitted an offer and appears on the registration list; (c) the Property is made unleaseable by Owner's withdrawal of the property from the market; or (d) Owner cancels this Agreement, or otherwise prevents Firm from leasing the Property. The commission shall be calculated as follows:

6% of the gross lease rent amount years 1-5 (or shorter term)

Firm shall submit any registration list to Owner within 15 days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whom a proposal for lease was tendered by Firm or any other person during the term of this agreement. Owner shall provide the registration list to any other brokers that assist the Owner with this Property. "Affiliate" means, a person or entity which has more than a 10% ownership or voting interest in such an entity or any entity in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.

7. **FIRM/MULTIPLE LISTING.** Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution systems. Firm shall cooperate with all other members of CBA in working toward the lease of the Property and shall actively advertise and market the Property for lease in accordance with leasing criteria thereafter provided by Owner to Firm. Owner understands and agrees that all property information contained in this Agreement or otherwise given to CBA becomes the property of CBA, is not confidential, and will be given to third parties, including prospective lessees, other cooperating members of CBA who do not represent the Owner and, in some instances, may represent the lessee and other parties granted access to CBA's listing systems. Regardless of whether a cooperating member is the firm of the lessee, the Owner, neither or both, the member shall be entitled to receive the selling office's share of the commission as designated by the listing office. IT IS UNDERSTOOD THAT CBA IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH IN THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.
8. **ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay a reasonable attorney's fee and any costs and expenses incurred. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.

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CBA Form XL
Exclusive Lease
Rev. 1/2011
Page 3 of 5

EXCLUSIVE LEASE LISTING AGREEMENT
(continued)

- 9. ADDITIONAL TERMS.** In addition to the Property Information pages of this Agreement and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement:

OWNER

Owner/Authorized Signature

Name: _____

Title: _____

Date: _____

Owner/Authorized Signature

Name: _____

Title: _____

Date: _____

FIRM

_____, JSH Properties, Inc., Firm (Company)
(Office)

By [Signature]
(Authorized Representative)

Date: 7/15/15

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Rev. 1/2011
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EXCLUSIVE LEASE LISTING AGREEMENT
(continued)

EXHIBIT A
[Legal Description]

PARCEL B, CITY OF KENMORE BOUNDARY LINE ADJUSTMENT NUMBER 2012-08, RECORDED UNDER RECORDING NUMBER 20121003900001, IN KING COUNTY, WASHINGTON; ALSO KNOWN AS PARCEL B, KENMORE BINDING SITE PLAN, ACCORDING TO THE PLAT RECORDED IN VOLUME 265 OF PLATS, ON PAGES 38 THROUGH 41, RECORDING NUMBER 20140501000541 , IN KING COUNTY, WASHINGTON.

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EXCLUSIVE LEASE LISTING AGREEMENT
(continued)

EXHIBIT B
[Leasing Criteria]

Attachment 2

DRAFT

**City of Kenmore, Washington
REQUEST FOR PROPOSALS (RFP)**

RFP Number: 15-C1380

RFP Title: Lease of Retail Space in the City of Kenmore's Town Green Community Building

Date Issued:

Contact Person: Steve Hansen, President JSH Properties

Email Address: steveh@jshproperties.com

Submittals Due: No deadline but first review of proposals on _____

Dates of Publication: Seattle Times _____ and Daily Journal of Commerce _____

Submit Proposals to: Steve Hansen, President
JSH Properties, Inc.

Mailing Address:

Mark the Submittal: RFP for Lease of Retail Space in the City of Kenmore's Town Green Community Building

Steve Hansen, President
JSH Properties, Inc.
10655 NE 4th Street, Suite 901
Bellevue, Washington 98004

Email Address:

Include in the Email subject line: RFP for Lease of Retail Space in the City of Kenmore's Town Green Community Building. All email attachments must be in MS Word or PDF Format

Email to: steveh@jshproperties.com

Notice:

Notice is hereby given that the City of Kenmore, Washington (the City) seeks Proposals in response to this Request for Proposals No. 15-C1380. A RFP must be submitted to Steve Hansen, President of JSH Properties at the physical mailing address or email address noted above.

Community Building Purpose:

A proposed 4,600 square foot community building will be sited within the larger public town green parcel (approximately 22,000 square feet). Construction of the Town Green

improvements and pavilion building, located at the northwest intersection of 68th Avenue NE and NE 181st Street, is anticipated to start later this year with completion in the summer of 2016. The City is seeking proposals from prospective retail tenants to lease approximately 1,100 square feet of space within the community building, and the grey shell of this tenant space should be available for tenant improvements in mid summer 2016. The City's preference is for food and beverage related tenants, such as coffee, baked goods, sandwiches, wine, yogurt, ice cream etc. The City is interested in a food retailer that has the most potential to activate the space and meet the needs of local customers. Though unlikely, the City may choose to select more than one retailer for the space, depending on the proposals.

The selected tenant(s) will take the space in a "grey shell" and shall be responsible for the cost of tenant improvements. Other details on the space are provided in JSH's listing announcement.

The purpose of including retail uses in the building is three-fold:

1. To generate revenue for the City and thereby offset the costs of operating and programming the building and the Town Green.
2. To help activate the space.
3. To provide "eyes" on the space.

The building will include a multi-purpose room, an assembly area, and a smaller living room area. A two-sided fireplace hearth will informally divide the assembly area from the living room space. The exterior of the building will include a generous porch overhang with outdoor seating, and the building will also include a large, attractive bay door that will open out on to the Town Green.

Background on the Town Green and Surrounding Downtown Development:

The City of Kenmore is seeing the vision and goals for its downtown plan come to fruition. In the heart of the downtown, a new City Hall and new Library have been constructed in recent years. The City is also working with Main Street Property Group LLC to redevelop a former King County Park & Ride and a 1960's shopping center into a new mixed use development with over 200 new high density residential units, new office, fitness, and restaurant uses. The Town Green is located at the front (south) portion of the former shopping center.

Demolition of the old shopping center buildings, adjacent to the City's proposed town green and community building, is expected to commence in late spring or early summer, and MainStreet's new construction is anticipated to start this summer (2015).

Immediately adjacent to and in coordination with MainStreet's commercial and residential project, the City is designing and will be constructing a new Town Green along NE 181st Street. As part of the Town Green project and at the NW corner of NE 181st Street and 68th Avenue NE, the City will construct a new civic building with an indoor community gathering space as its main focus. The City is taking an entrepreneurial approach to this building by dedicating a portion (approximately 1,100

square feet) of the building to retail uses. Customers of the retail uses will be able to gather in the adjacent gathering space in the building.

The Town Green will include an iconic water feature, heated rocks, outdoor seating opportunities, and other amenities. At the west end of the Town Green will be a building pad reserved for a future sit-down restaurant. MainStreet has a two-year option to purchase this restaurant pad and can only exercise the option when they have secured a sit-down restaurant tenant for the parcel.

The City plans on programming the indoor and outdoor spaces, including movies on the Town Green in the summer. In addition to unscheduled, informal public gatherings and "hanging out," public use of the indoor space may include recitals (violin, ballet, etc.), book clubs, foreign language classes, service clubs, after school programs, etc. The City's budget includes a part-time employee starting in 2016 whose primary job will be to program and help activate the space (both indoor and outdoor).

An optional pre-submittal meeting will be jointly hosted by JSH and the City on _____ at _____ at Kenmore City Hall. Potential retailers will have the opportunity to hear a description of the Kenmore Village (including Town Green) project and ask questions pertaining to the project, Kenmore's vision for its downtown, and this RFP.

Submittal Requirements:

Responses to this RFP must include the following:

1. A cover page that includes the name, address, phone number, email address, and primary contact person of the proposed retailer.
2. A written description of the following (in total no more than four single-spaced pages):
 - Retailer's experience in providing the retail services described in the proposal.
 - A basic business plan for the proposed retail use, including an explanation of how the services will be provided, including requested hours of operation, use of the retail space, how the retail use would interact with the interior (shown as "living room" and "assembly area" in the floor plan) and exterior (town green and porch under the building's overhang) gathering spaces.
 - Description of any activities the retailer will provide to help activate the space (classes, demonstrations, etc.), including cost, frequency, and availability of these activities to the public.
 - Retailer's proposed rent rate on a net basis. Estimated NNN's are \$6.00 per square foot. The City may also be open to a percentage rent with a minimum base rent arrangement.
 - Description of tenant improvements needed to support the proposed retail use.
3. Preliminary "sketch" of proposed tenant space(s) layout.

4. Two professional references for the owner or lead person associated with the proposed retailer.

Evaluation Criteria:

Submittals will be evaluated based upon the responsiveness of the submittal to the RFP. Evaluations will be based on criteria outlined herein, which may be weighted by the City in any manner it deems appropriate. Interviews, if deemed necessary, may be held with selected applicants based on an evaluation of the criteria outlined below:

Evaluation of the proposals will be based on the following:

- Proposed Rent
- Experience
- Proposed retail use(s) and how it fits with the City's expectations and goals for the space
- Description of how the services will be provided
- Financial wherewithal of the proposed tenant, including ability to obtain the capital necessary to commence and perform the proposed retail use.
- Results of the reference checks
- Preference may be given to local or unique retail brands

Questions and Contact Information:

The retail property is being listed by JSH properties, and all inquiries and contact shall be made through JSH. There is no deadline for RFP submittal, but first review of submitted proposals will take place the week of _____. Second and subsequent reviews may take place thereafter. JSH and the City reserve the right to exclusively negotiate and enter to a lease agreement with any retailer(s) at any time.

All proposals must be submitted to Steve Hansen, President of JSH properties at the mailing address or email address listed above.

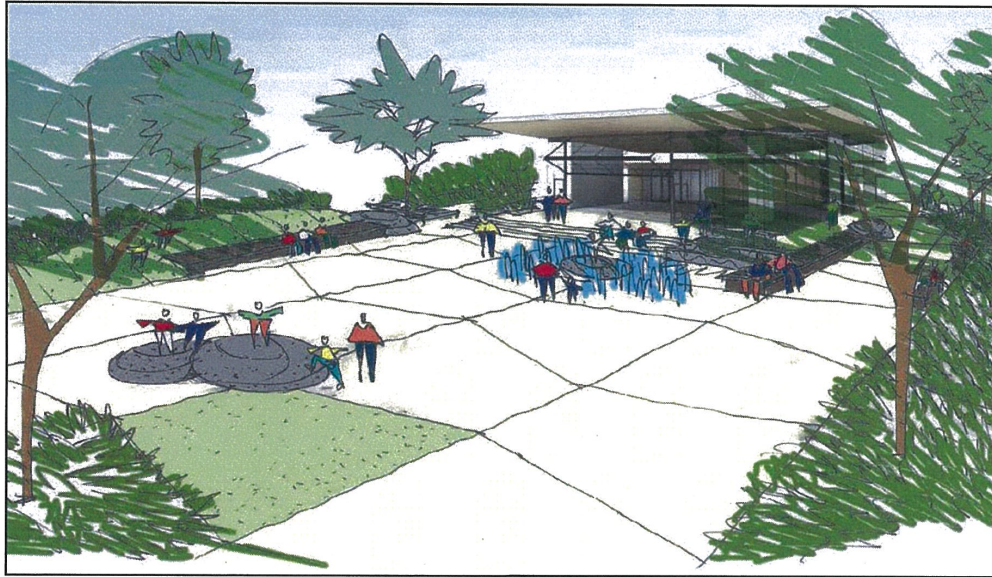
Questions regarding this project may be directed to Steve Hansen via email at steveh@jshproperties.com. Please place "RFP for Lease of Retail Space in the City of Kenmore's Town Green Community Building" in the subject line. Unauthorized contact regarding this RFP with other employees of JSH properties or any City employee may result in disqualification. Any oral communication will be considered unofficial and non-binding on JSH properties.

Other Terms and Conditions:

In accordance with Title VI of the Civil Rights Act of 1964, the City hereby assures that no business or person shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under the City's programs, activities, or services. In addition, the selected retailer, with regard to the work performed during the contract, shall affirmatively support

non-discrimination practices, including in the selection and retention of vendors and subcontractors and in the procurement of material, supplies, and equipment.

Attachment 3



EXCITING NEW URBAN RETAIL IN THE CITY OF KENMORE!

WE ARE HEREBY PLEASED TO
PROPOSE THE FOLLOWING RETAIL
LEASING OPPORTUNITY. WE ARE
ACCEPTING REQUEST FOR PROPOSALS
TO LEASE THE FOLLOWING PROPERTY

DRAFT

THE "TOWN GREEN" WILL BE A PUBLIC GATHERING SPACE IN THE HEART OF DOWNTOWN KENMORE.
IT WILL HELP CREATE THE COMMUNITY'S OWN SENSE OF PLACE AND DOWNTOWN IDENTITY.

THE TOWN GREEN IS PLANNED TO BE CONSTRUCTED ON THE NORTH SIDE OF NE 181ST STREET,
NEAR THE NORTHWEST CORNER OF NE 181ST STREET AND 68TH AVENUE NE.

- KENMORE IS CENTRALLY LOCATED BETWEEN I-5 AND I-405.
- THE PAVILION BUILDING SITS WITHIN THE LARGER TOWN GREEN AND PROVIDES A "GATEWAY" TO THE CITY OF KENMORE.
- 1,200 RENTABLE SQUARE FEET (RSF) IN THE PAVILION BUILDING. MAY BE DIVISIBLE.



JSH | PROPERTIES, INC



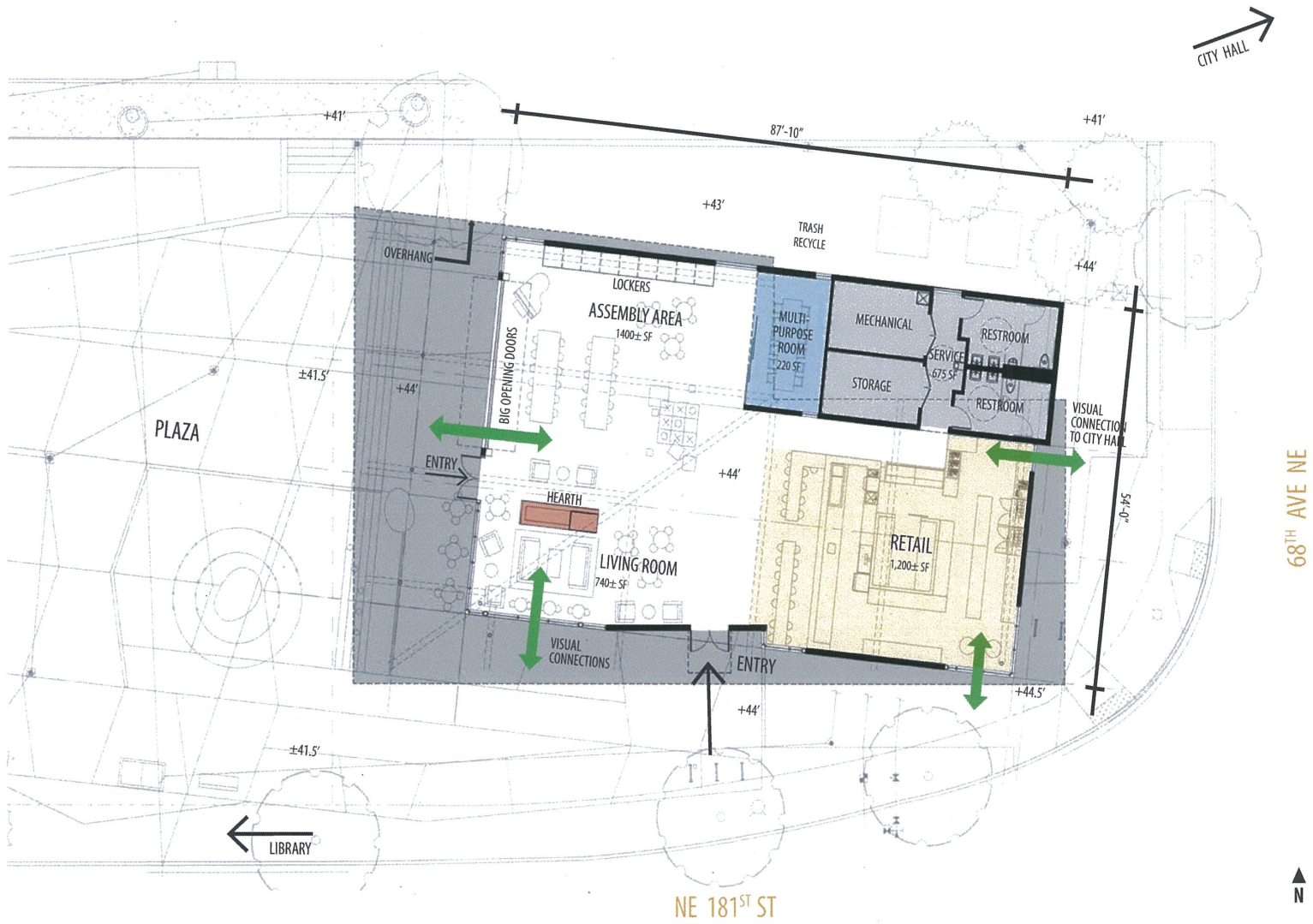


| AERIAL VIEW

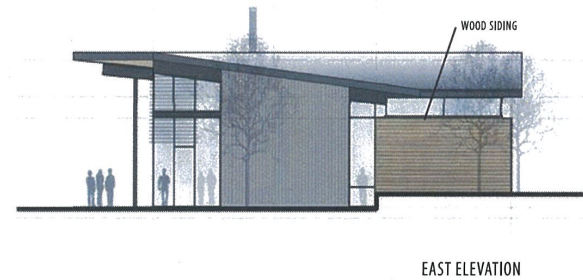
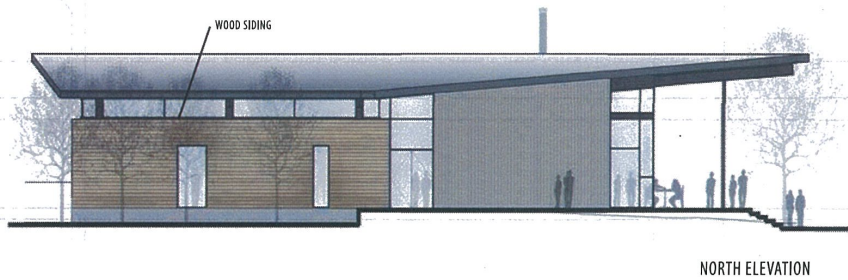
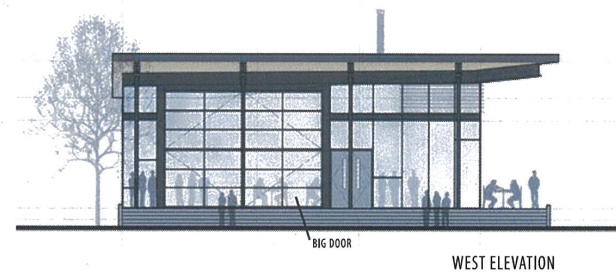
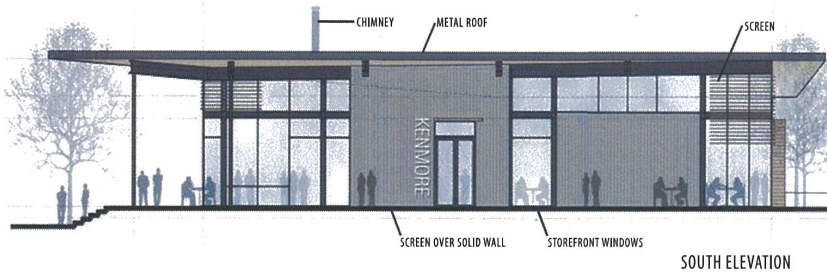
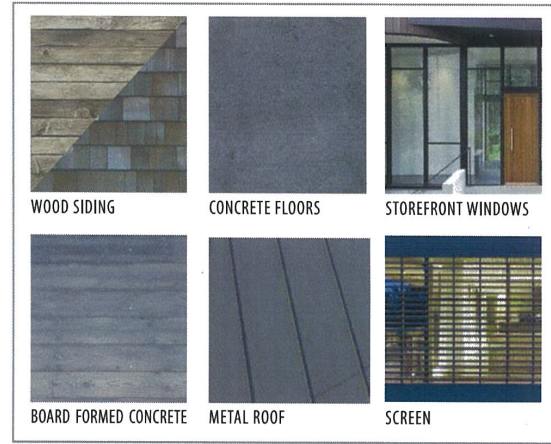
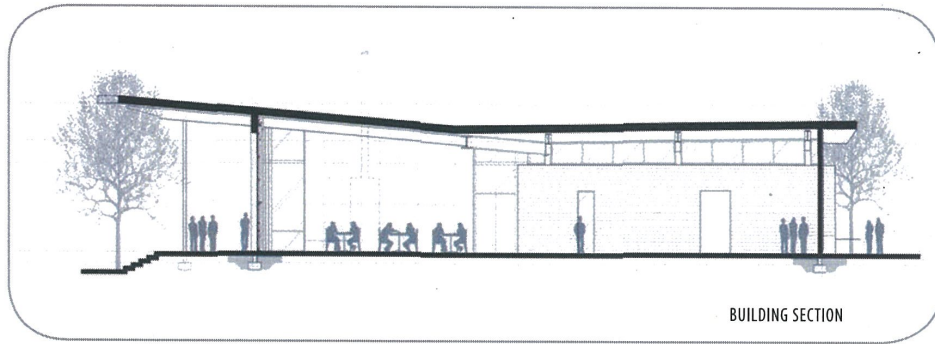


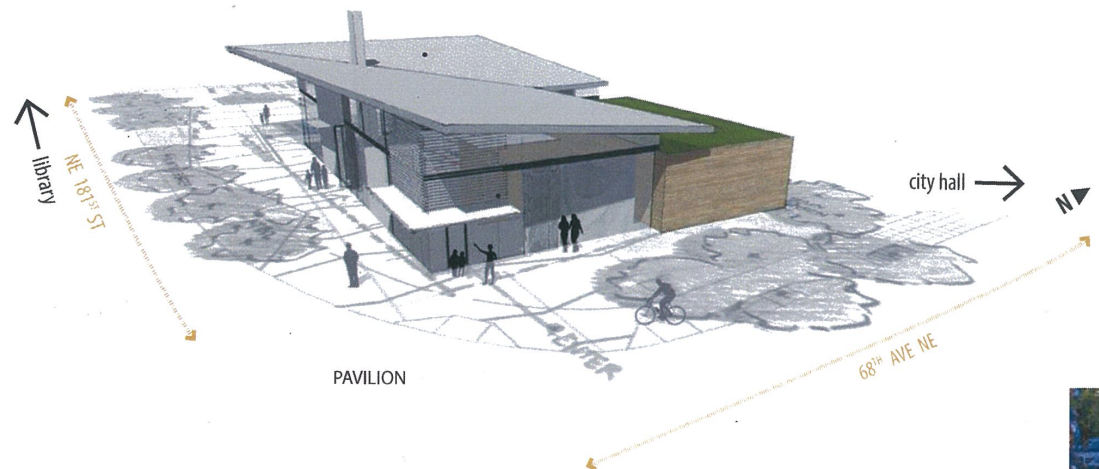
| STREET VIEW





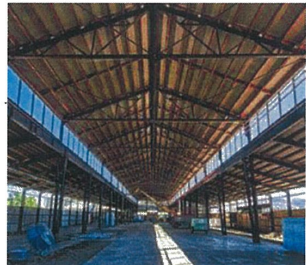
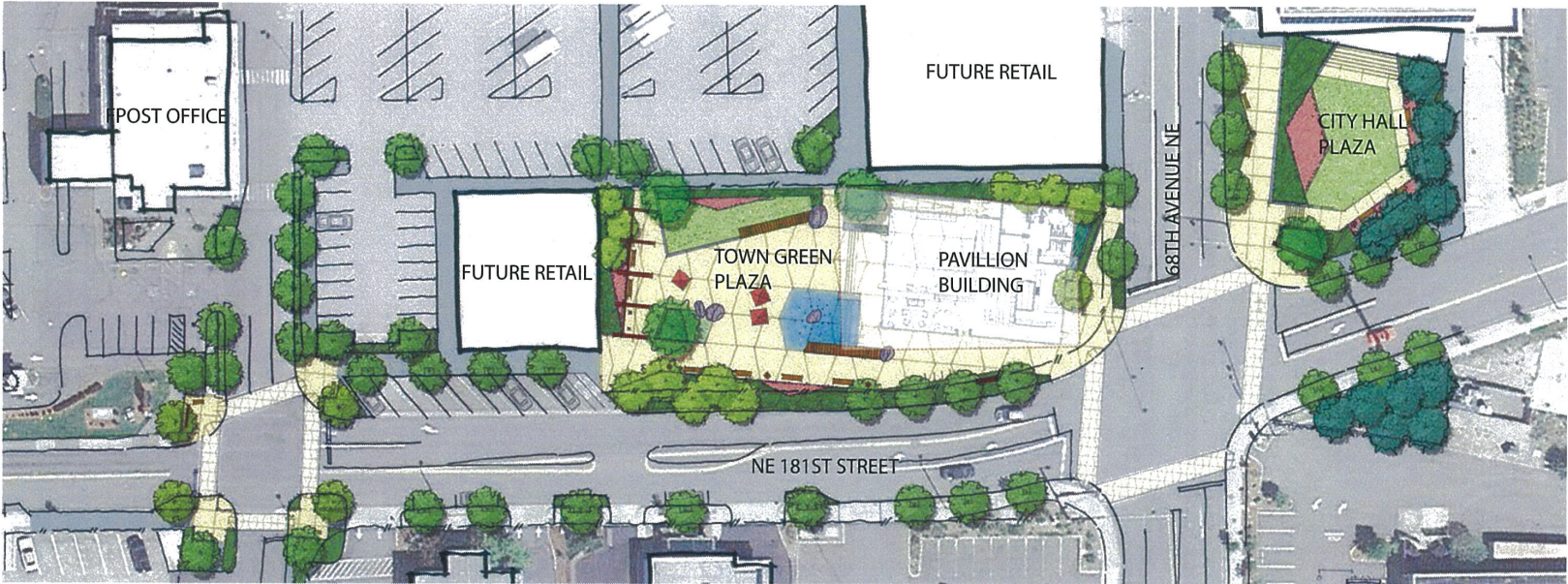
| FLOOR PLAN





DEMOGRAPHICS			
	1 MILE	3 MILE	5 MILE
POPULATION	12,579	96,777	314,032
AVERAGE INCOME	\$99,291	\$99,180	\$91,090





RETAIL SPACE

CONTACT

STEVE HANSEN

425.455.0500

STEVEH@JSHPROPERTIES.COM



JSH | PROPERTIES, INC.

| REQUEST FOR PROPOSAL RETAIL SUMMARY

USE:	PREFERRED USES SHALL BE FOOD USE SUCH AS, COFFEE, BAKED GOODS, SANDWICHES, WINE, YOGURT, ICE CREAM.
RENTAL RATE / SF / YR:	PLEASE SUBMIT THE RENTAL RATE ON A NET BASIS. ESTIMATED NNN'S ARE \$6.00 SQ. FT.
ADDITIONAL RENT:	PERCENTAGE RENT IS PREFERRED BUT NOT REQUIRED.
SECURITY DEPOSIT:	DEPENDING ON THE CREDIT OF THE TENANT SHALL DETERMINE THE SIZE OF THE SECURITY DEPOSIT.
OPTION TO RENEW:	SHALL BE PERSONAL TO TENANT.
TENANT IMPROVEMENTS:	TENANT SHALL TAKE THE SPACE IN A "GREY SHELL."
HVAC & ACCESS:	UNITS TO BE PROVIDED. TENANT TO PAY FOR DISTRIBUTION.
POWER:	200 AMP PANEL SHALL BE PROVIDED.
RESTORATION OF PREMISES:	TENANT SHALL BE REQUIRED TO RESTORE PREMISES. AT LEAST BY EXPIRATION OR DEFAULT.



RFP NUMBER: 15-C1380

RFP TITLE: LEASE OF RETAIL SPACE IN THE CITY OF KENMORE'S TOWN GREEN COMMUNITY BUILDING

DATE ISSUED:

CONTACT PERSON: STEVE HANSEN, PRESIDENT JSH PROPERTIES

EMAIL ADDRESS: STEVEH@JSHPROPERTIES.COM

SUBMITTALS DUE: NO DEADLINE BUT FIRST REVIEW OF PROPOSALS ON

DATES OF PUBLICATION: SEATTLE TIMES _____ AND DAILY JOURNAL OF COMMERCE _____

SUBMIT PROPOSALS TO:

MAILING ADDRESS:

MARK THE SUBMITTAL: RFP FOR LEASE OF RETAIL SPACE IN THE CITY OF KENMORE'S TOWN GREEN COMMUNITY BUILDING

STEVE HANSEN, PRESIDENT

JSH PROPERTIES, INC.

10655 NE 4TH STREET, SUITE 901 | BELLEVUE, WA 98004

EMAIL ADDRESS:

INCLUDE IN THE EMAIL SUBJECT LINE: RFP FOR LEASE OF RETAIL SPACE IN THE CITY OF KENMORE'S TOWN GREEN COMMUNITY BUILDING. ALL EMAIL ATTACHMENTS MUST BE IN MS WORD OR PDF FORMAT

EMAIL TO: STEVEH@JSHPROPERTIES.COM

NOTICE:

NOTICE IS HEREBY GIVEN THAT THE CITY OF KENMORE, WASHINGTON (THE CITY) SEEKS PROPOSALS IN RESPONSE TO THIS REQUEST FOR PROPOSALS No. 15-C1380. A RFP MUST BE SUBMITTED TO STEVE HANSEN, PRESIDENT OF JSH PROPERTIES AT THE PHYSICAL MAILING ADDRESS OR EMAIL ADDRESS NOTED ABOVE.

COMMUNITY BUILDING PURPOSE:

A PROPOSED 4,650 SQUARE FOOT COMMUNITY BUILDING WILL BE SITED WITHIN THE LARGER PUBLIC TOWN GREEN PARCEL (APPROXIMATELY 22,000 SQUARE FEET). CONSTRUCTION OF THE TOWN GREEN IMPROVEMENTS AND PAVILION BUILDING, LOCATED AT THE NORTHWEST INTERSECTION OF 68TH AVENUE NE AND NE 181ST STREET IS ANTICIPATED TO START LATER THIS SUMMER WITH COMPLETION IN THE FIRST HALF OF 2016. THE CITY IS SEEKING PROPOSALS FROM PROSPECTIVE RETAIL TENANTS TO LEASE APPROXIMATELY 1,200 OF SPACE WITHIN THE COMMUNITY BUILDING. THE CITY'S PREFERENCE IS FOR FOOD AND BEVERAGE RELATED TENANTS, SUCH AS COFFEE, BAKED GOODS, SANDWICHES, WINE, YOGURT, ICE CREAM ETC. THE CITY IS INTERESTED IN A FOOD RETAILER(S) THAT HAS THE MOST POTENTIAL TO ACTIVATE THE SPACE AND MEET THE NEEDS OF LOCAL CUSTOMERS.



JSH | PROPERTIES, INC

THE SELECTED TENANT(S) WILL TAKE THE SPACE IN A "GREY SHELL" AND SHALL BE RESPONSIBLE FOR THE COST OF TENANT IMPROVEMENTS. OTHER DETAILS ON THE SPACE ARE PROVIDED IN JSH'S LISTING ANNOUNCEMENT.

THE PURPOSE OF INCLUDING RETAIL USES IN THE BUILDING IS THREE-FOLD:

1. TO GENERATE REVENUE AND THEREBY OFFSET THE COSTS OF OPERATING AND PROGRAMMING THE BUILDING AND THE TOWN GREEN.
2. TO HELP ACTIVATE THE SPACE.
3. TO PROVIDE EYES ON THE SPACE.

THE BUILDING WILL INCLUDE A MULTI-PURPOSE ROOM, AN ASSEMBLY AREA, AND A LIVING ROOM. A TWO-SIDED FIREPLACE HEARTH WILL INFORMALLY DIVIDE THE ASSEMBLY AREA FROM THE LIVING ROOM SPACE. THE EXTERIOR OF THE BUILDING WILL INCLUDE A GENEROUS PORCH OVERHANG WITH OUTDOOR SEATING, AND THE BUILDING WILL ALSO INCLUDE A LARGE, ATTRACTIVE BAY DOOR THAT WILL OPEN OUT ON TO THE TOWN GREEN.

BECAUSE OF THE DESIGN AND LAYOUT OF THE SPACE AND THE ABILITY OF RETAIL CUSTOMERS TO USE THE INTERIOR AND EXTERIOR GATHERING SPACES, THERE MAY BE ROOM FOR MORE THAN ONE RETAIL TENANT IN THIS BUILDING'S DESIGNATED RETAIL SPACE; OR THE CITY MAY CHOOSE TO SELECT ONLY ONE RETAILER FOR THE SPACE, DEPENDING ON THE PROPOSALS.

BACKGROUND ON THE TOWN GREEN AND SURROUNDING DOWNTOWN DEVELOPMENT:

THE CITY OF KENMORE IS SEEING THE VISION AND GOALS FOR ITS DOWNTOWN PLAN COME TO FRUITION. IN THE HEART OF THE DOWNTOWN, A NEW CITY HALL AND NEW LIBRARY HAVE BEEN CONSTRUCTED IN RECENT YEARS. THE CITY IS ALSO WORKING WITH MAIN STREET PROPERTY GROUP LLC TO REDEVELOP A FORMER KING COUNTY PARK & RIDE AND A 1960'S SHOPPING CENTER INTO A NEW MIXED USE DEVELOPMENT WITH OVER 200 NEW HIGH DENSITY RESIDENTIAL UNITS, NEW OFFICE, FITNESS, AND RESTAURANT USES.

DEMOLITION OF THE OLD SHOPPING CENTER BUILDINGS, ADJACENT TO THE CITY'S PROPOSED TOWN GREEN AND COMMUNITY BUILDING, IS EXPECTED TO COMMENCE IN LATE SPRING OR EARLY SUMMER, AND MAINSTREET'S NEW CONSTRUCTION IS ANTICIPATED TO START THIS SUMMER (2015).

IMMEDIATELY ADJACENT TO AND IN COORDINATION WITH MAINSTREET'S COMMERCIAL AND RESIDENTIAL PROJECT, THE CITY IS DESIGNING AND WILL BE CONSTRUCTING A NEW TOWN GREEN ALONG NE 181ST STREET. AS PART OF THE TOWN GREEN PROJECT AND AT THE NW CORNER OF NE 181ST STREET AND 68TH AVENUE NE, THE CITY WILL CONSTRUCT A NEW CIVIC BUILDING WITH AN INDOOR COMMUNITY GATHERING SPACE AS ITS MAIN FOCUS. THE CITY IS TAKING AN ENTREPRENEURIAL APPROACH TO THIS BUILDING BY DEDICATING A PORTION (APPROXIMATELY 1,200 SQUARE FEET) OF THE BUILDING TO RETAIL USES. CUSTOMERS OF THE RETAIL USES WILL BE ABLE TO GATHER IN THE ADJACENT GATHERING SPACE IN THE BUILDING.



THE TOWN GREEN WILL INCLUDE AN ICONIC WATER FEATURE, HEATED ROCKS AND OTHER OUTDOOR SEATING OPPORTUNITIES, AND OTHER AMENITIES. AT THE WEST END OF THE TOWN GREEN WILL BE A BUILDING PAD RESERVED FOR A FUTURE SIT-DOWN RESTAURANT. MAINSTREET HAS A TWO-YEAR OPTION TO PURCHASE THIS RESTAURANT PAD AND CAN ONLY EXERCISE THE OPTION WHEN THEY HAVE SECURED A SIT-DOWN RESTAURANT TENANT FOR THE PARCEL.

THE CITY PLANS ON PROGRAMMING THE INDOOR AND OUTDOOR SPACES, INCLUDING MOVIES ON THE TOWN GREEN IN THE SUMMER. IN ADDITION TO UNSCHEDULED, INFORMAL PUBLIC GATHERINGS AND "HANGING OUT," PUBLIC USE OF THE INDOOR SPACE MAY INCLUDE RECITALS (VIOLIN, BALLET, ETC.), BOOK CLUBS, FOREIGN LANGUAGE CLASSES, SERVICE CLUBS, AFTER SCHOOL PROGRAMS, ETC. THE CITY'S BUDGET INCLUDES A PART-TIME EMPLOYEE STARTING IN 2016 WHOSE PRIMARY JOB WILL BE TO PROGRAM AND HELP ACTIVATE THE SPACE (BOTH INDOOR AND OUTDOOR).

AN OPTIONAL PRE-SUBMITTAL MEETING WILL BE JOINTLY HOSTED BY JSH AND THE CITY ON _____ AT _____ AT KENMORE CITY HALL. POTENTIAL RETAILERS WILL HAVE THE OPPORTUNITY TO HEAR A DESCRIPTION OF THE KENMORE VILLAGE (INCLUDING TOWN GREEN) PROJECT AND ASK QUESTIONS PERTAINING TO THE PROJECT, KENMORE'S VISION FOR ITS DOWNTOWN, AND THIS RFP.

SUBMITTAL REQUIREMENTS:

RESPONSES TO THIS RFP MUST INCLUDE THE FOLLOWING:

1. A COVER PAGE THAT INCLUDES THE NAME, ADDRESS, PHONE NUMBER, EMAIL ADDRESS, AND PRIMARY CONTACT PERSON OF THE PROPOSED RETAILER.
2. A WRITTEN DESCRIPTION OF THE FOLLOWING (IN TOTAL NO MORE THAN THREE SINGLE-SPACED PAGES):
 - RETAILER'S EXPERIENCE IN PROVIDING THE RETAIL SERVICES DESCRIBED IN THE PROPOSAL.
 - A BASIC BUSINESS PLAN FOR THE PROPOSED RETAIL USE, INCLUDING AN EXPLANATION OF HOW THE SERVICES WILL BE WITH PROVIDED, INCLUDING REQUESTED HOURS OF OPERATION, USE OF THE RETAIL SPACE, HOW THE RETAIL USE WOULD INTERACT THE INTERIOR (SHOWN AS "LIVING ROOM" AND "ASSEMBLY AREA" IN THE FLOOR PLAN) AND EXTERIOR (TOWN GREEN AND PORCH UNDER THE BUILDING'S OVERHANG) GATHERING SPACES.
 - DESCRIPTION OF ANY ACTIVITIES THE RETAILER WILL PROVIDE TO HELP ACTIVATE THE SPACE (CLASSES, DEMONSTRATIONS, ETC.), INCLUDING COST AND AVAILABILITY OF THESE ACTIVITIES TO THE PUBLIC.
 - RETAILER'S PROPOSED RENT RATE ON A NET BASIS. ESTIMATED NNN'S ARE \$6.00 PER SQUARE FOOT. THE CITY MAY ALSO BE OPEN TO A PERCENTAGE RENT WITH A MINIMUM BASE RENT ARRANGEMENT.
 - DESCRIPTION OF TENANT IMPROVEMENTS NEEDED TO SUPPORT THE PROPOSED RETAIL USE.
3. PRELIMINARY "SKETCH" OF PROPOSED TENANT SPACE(S) LAYOUT.
4. TWO PROFESSIONAL REFERENCES FOR THE OWNER OR LEAD PERSON ASSOCIATED WITH THE PROPOSED RETAILER.





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

Subject/Topic: Public Hearing followed by potential Council action on Ordinance No. 15-0401 approving a Development Agreement with MSPT XI LLC for Commercial Portion of Kenmore Village, “Spencer Square” Proposed Council Action/Motion: Motion to approve Ordinance No. 15-0401	For Council Meeting Agenda of: <u>July 27, 2015</u> Department: <u>City Manager’s Office and Development Services</u> Prepared by: <u>Rob Karlinsey & Bryan Hampson</u> <table><tr><td></td><td><u>Initial & Date</u></td></tr><tr><td>Approved by Department Head:</td><td><u>SB 7/16/15</u></td></tr><tr><td>Approved by City Attorney:</td><td><u>✓ RK</u></td></tr><tr><td>Approved by Finance Director:</td><td><u>[Signature]</u></td></tr><tr><td>Approved by City Manager:</td><td><u>RK/NIKO</u></td></tr></table> 17 July 2015 Exhibits/Attachments: Attachment #1: City Manager’s recommendation on the Development Agreement Attachment #2: Ordinance No. 15-0401 including the Development and Agreement and Exhibits		<u>Initial & Date</u>	Approved by Department Head:	<u>SB 7/16/15</u>	Approved by City Attorney:	<u>✓ RK</u>	Approved by Finance Director:	<u>[Signature]</u>	Approved by City Manager:	<u>RK/NIKO</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>SB 7/16/15</u>										
Approved by City Attorney:	<u>✓ RK</u>										
Approved by Finance Director:	<u>[Signature]</u>										
Approved by City Manager:	<u>RK/NIKO</u>										
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$NA									

INFORMATION/BACKGROUND:

In the first half of 2012, the City began an extensive community involvement process to 1) review goals for the downtown, 2) develop a position statement for the Kenmore Village properties, and 3) establish strategic next steps to take the properties to market and thereby sell the properties to buyer(s) who would further the City's goals and bring new investment to downtown Kenmore. The community involvement process included multiple meetings, forums, and open houses to obtain public input on the Kenmore Village properties. The resulting downtown goals and Kenmore Village position statement are included with the November 3, 2014 Council Bill.

In late 2013, the City retained two brokerage firms to list the Kenmore Village properties for sale. Jones Lang LaSalle (JLL) listed the upper lot (former King County park & ride), and Colliers International listed the lower lots (the shopping center). The two firms listed the properties with the downtown goals and position statement in mind, and they emphasized key points from the goals and position statement.

Soon after the properties were listed, about 16 offers/proposals were received, about half of which were for the lower commercial lots. The other proposals were for the upper lot (former park & ride) or both upper and lower lots. Colliers, JLL, the City Manager, Assistant City Manager, and Spinnaker Strategies interviewed all potential buyers for the properties. Based on the goals for the properties and the principles outlined in the Position Statement, four potential buyers for each of the properties were recommended to move forward in the process. These potential buyers (eight total) were presented to the City Council and the public at the February 25, 2013 City Council meeting. At that meeting, public comment was invited during the discussion of this agenda item.

After the February 25, 2013 City Council meeting, the city manager, assistant city manager and the brokerage

firms continued follow up meetings and conversations with the finalists for each property. Based on price offered for the properties, financial wherewithal, experience, reputation, ability to deliver in a timely manner, and alignment with the goals and position statement, the team began direct negotiations with Real Property Investors (RPI)/Benaroya for the lower commercial lots and with Main Street Property Group LLC (MainStreet) for the upper lot (former park & ride).

At the June 10, 2013 City Council meeting, the City Council adopted a resolution approving a purchase and sale agreement with RPI/Benaroya (BCC-RPI Kenmore LLC for the project) for the Kenmore Village shopping center properties (the commercial portion), including the post office, but not including the upper lot known as the former King County Park & Ride (current location of the interim skate park and across 68th Avenue from City Hall). At that same meeting, Main Street Property Group LLC was announced as the likely buyer for the upper lot (former King County Park & Ride), and a purchase and sale agreement between MainStreet and the City was approved in July of 2013 for the upper lot.

In late 2013, the City approved amendments to the upper lot purchase and sale agreement and finalized a development agreement for MainStreet to purchase and develop the former King County Park & Ride (upper lot). MainStreet closed on the upper lot in May of 2014 and construction of 138 residential units (phase I), called Spencer68, is now underway. Two of the Spencer68 buildings are ready for occupancy or are in the process of being occupied. The remaining buildings should be ready for occupancy by the end of this summer or early fall. In May of this year we received a Site Plan application for Phase II of Spencer68. Phase II includes 4 new multifamily buildings, similar construction to Phase I, consisting of up to 90 residential units.

Furthermore, in 2013 the City sold 1.25 acres of Kenmore Village commercial property to Kenmore Camera to facilitate Kenmore Camera's relocation and expansion. Kenmore Camera subsequently moved into the 17,000 square foot commercial space next to and east of the veterinarian, remodeled the building, and held their grand re-opening in February of 2014.

Commercial Portion – Spencer Square

Going back to the remaining Kenmore Village commercial portion, after a six month due diligence period, neither the City nor RPI/Benaroya elected to extend the due diligence period or move forward to closing, so the two parties ended the arrangement in December 2013/January 2014.

Soon thereafter, the City reached out to other potential buyers who had made offers for the commercial portion of the property, including MainStreet Property Group. Because MainStreet's investment in the upper lot made them a motivated stakeholder in the overall success of Kenmore Village, and because MainStreet had been one of several potential buyers that made an offer on both the residential and commercial portions of Kenmore Village, the city manager began more earnest discussions and negotiations with MainStreet. These negotiations resulted in the purchase and sale agreement that the City Council and MainStreet approved in early November 2014. The City and MainStreet closed on the purchase and sale agreement in March of this year; as a result, MainStreet is now the owner of approximately two acres of the commercial portion of Kenmore Village. MainStreet plans on calling this portion of Kenmore Village "Spencer Square."

The City Council November 3, 2014 agenda bill, full purchase and sale agreement, and supporting exhibits are attached. The major deal points the City Council approved in the purchase and sale agreement for the commercial portion of Kenmore Village are as follows:

1. Total purchase price of \$1,150,000. MainStreet paid \$970,667 upon closing for the area north of the Town Green (identified in Exhibit B to this agenda bill as Parcels D and B) and will pay, at MainStreet's option, \$179,333 for the Option Parcel C (the future parcel next to and on the west side of the town green)." See Section 29. Option Property of the PSA. MainStreet has two years until March 2017 to exercise this option but may extend the option for an additional six months for a fee of \$10,759.98. MainStreet may only exercise the option when it can produce a lease for a "sit down" restaurant to be located on the site.

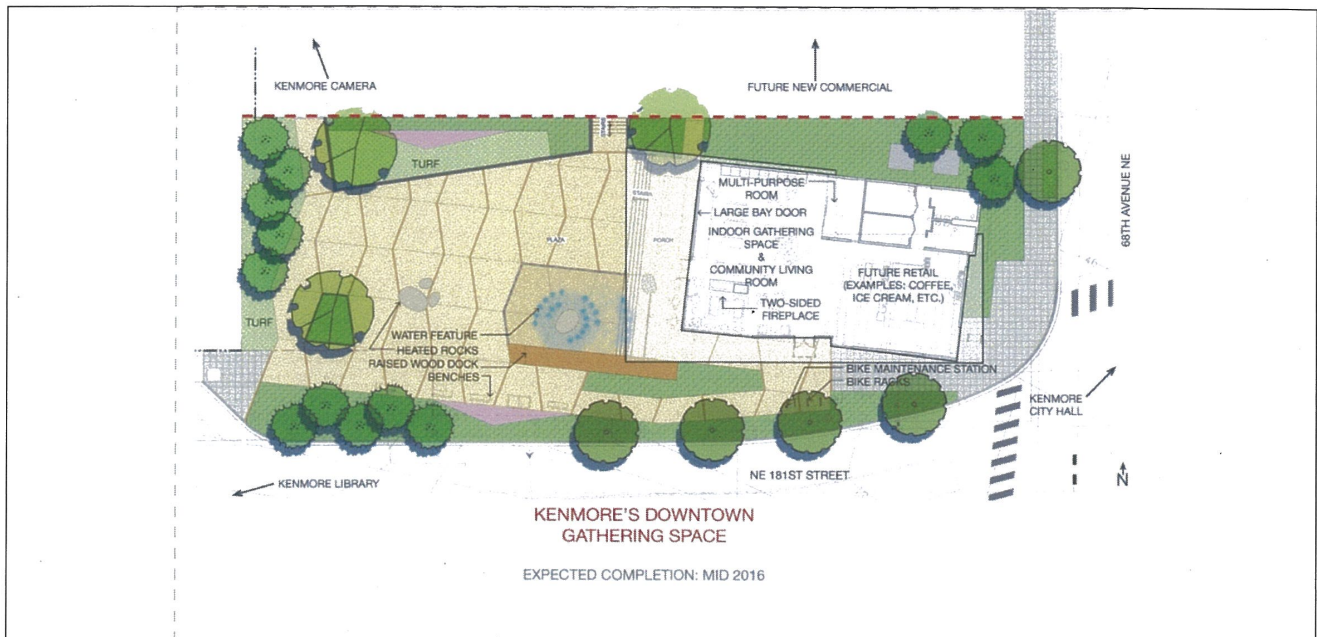
2. Earnest Money: \$48,533, applicable to and 5% of the purchase price of Parcels D and B.
3. At MainStreet's cost, MainStreet must demolish the back building (NE corner of the property) by August 1, 2016. MainStreet will demolish the southeast building within 90 days notice from the City or date of MainStreet's choosing, whichever is sooner (the City gave notice to MainStreet to demolish the southeast building on May 13, 2015). The City and MainStreet will share in the cost of demolishing the southeast building, based on how much of the building overlaps onto the town green property.
4. Construction Timeline: MainStreet must obtain a certificate of occupancy for a new building on Parcel B within three years of the closing date of this agreement.
5. New construction minimum: MainStreet must construct 10,000 square feet on Parcel B and another 4,000 square foot minimum to be constructed on the Option Property if the option is exercised.
6. MainStreet cannot sell or transfer the property north of the town green until they've completed the 10,000 square feet of new construction on Parcel B. MainStreet cannot sell the Option Property until they've constructed 4,000 square feet of new construction on the Option Property.
7. Utility undergrounding along MainStreet property street frontage is required and the cost is born by MainStreet.
8. Certain uses (conforming to or in addition to what our current zoning code prohibits) permanently prohibited (see Exhibit M of the PSA for the full list).
9. The property the City will retain includes the Town Green Parcel and the "Pavilion" Parcel on the corner.
10. Subdivision: Prior to and as a condition of closing, the property will be subdivided into the following parcels: 1) the Post Office property Parcel B-1 (not to be purchased by MainStreet), 2) the Option Parcel C (west side of the Town Green), 3) Town Green/Pavilion Parcels, 4) Parcel D, and 6) Parcel B (see Exhibit B to this Agenda Bill). This subdivision was finalized in March of 2015.
11. Closing Date: The Closing is triggered by the recording of the subdivision and will occur five days after the subdivision has been completed. We closed on the property in March of this year.
12. Development Agreement. Exhibit N of the PSA contemplates a future development agreement. Potential deal points for the development agreement include such items as phasing, building heights, setbacks, uses, density, parking, property tax abatement for residential, bicycle storage and parking, etc.

"Meet the Developer" Open House: Several days prior to City Council consideration of the purchase and sale agreement on November 3, 2014, the City held a "Meet the Developer" Open House at City Hall on October 30, 2014. This open house was open to the public and was an opportunity for citizens to meet with the MainStreet principals and ask them about the purchase and sale agreement and their proposed project.

Town Green

As referenced in deal point #10 above, the City will retain and continue to own property fronting the north side of NE 181st Street, including at the northwest corner of 181st Street and 68th Avenue. On this property, the City will construct a town green and community building for public use, depicted as follows:

Continued on next page



The City expects to start construction on the town green in October of this year. Completion is expected in the summer of 2016.

Proposed Spencer Square Development Agreement

MainStreet has been designing and engineering proposed new construction for the Spencer Square portion of Kenmore Village, and they have been in development agreement negotiations with City staff. MainStreet plans on constructing a six story mixed use building on parcel D (northeast corner) with a level of structured parking, one story of office/medical, and four floors of residential units. In a later phase, MainStreet intends to construct, at minimum a one story, 18,000 square foot commercial building on parcel B, with a possibility of providing additional commercial or residential floors if the market is right. MainStreet has not exercised its option on the restaurant parcel C (they have until March of 2017 to do so), but if/when they do, MainStreet will construct a sit-down restaurant in a separate phase of construction.

Meanwhile, the City's Town Green and community building for the town green parcel and the pavilion parcel, respectively, are making progress. Town Green and community building construction along NE 181st Street should begin in the fall (mid October) of this year and be complete in the summer of 2016.

We discussed the development agreement with the City Council and MainStreet representatives at the July 13 City Council meeting.

We plan on holding the first of two Public Hearings on July 20, 2015. Two Public Hearings are required if deviating from uses, residential densities, floor area ratio limitations, or maximum building height. MainStreet is requesting to deviate from the maximum building height.

We intend to hold the second Public Hearing and bring a development agreement forward for City Council consideration and approval on July 27, 2015. Main components of the proposed Spencer Square development agreement are outlined below. MainStreet is requesting the following in the proposed development agreement:

1. Deviations from some of the City's development regulations, such as certain building design standards, parking minimums, building setbacks, and landscaping. The purpose of these deviations is to maximize

and/or enhance both the investment as well as the intensity of the uses in the core of the City's downtown. Some deviations are also requested due to topography challenges.

2. Ten-year vesting on the site development permit.
3. Easement to install water and sewer utility lines under the Town Green parcel.
4. Impact fee vesting, meaning MainStreet will pay current impact fee rates for the duration of the development agreement.
5. Development Agreement Term: 10 years.

In return for MainStreet's requests listed above, the City has negotiated the following into the proposed development agreement. MainStreet will:

1. Pay impact fees at building permit issuance rather than at certificate of occupancy.
2. Sponsor Town Green events each year.
3. Along 68th Ave NE, MainStreet will construct and install enhanced building facade features, to improve the look and design of the building, and will also provide wayfinding signage and maps showing amenities such as nearby complementary designations, parks, trails, and walking/jogging routes.
4. Design for and restripe 68th Avenue between NE 181st Street and NE 182nd Street to create more on-street parking and potentially new bicycle lane(s). City will review and approve any such changes in advance.
5. Pay for and construct the new driveway entrance to Kenmore Village on the north side of NE 181st Street at 67th Avenue. City will be responsible for funding and installing landscaping, lighting, and irrigation at this driveway entrance.
6. Upon construction of the sit-down restaurant, complete the west edge of the Town Green to match the rest of the Town Green treatment (currently, this west edge of the Town Green is designed for temporary turf treatment until the restaurant building is constructed).
7. Demolish the remaining buildings on parcels B and D by October 1, 2015. (The purchase and sale agreement requires demolition of the structure on parcel D by August 1, 2016)
8. Install water and sewer utility lines under the Town Green parcel by October 1, 2015.
9. Grade the Spencer Square site and Town Green site by October 1, 2015. MainStreet will provide fill material from the Spencer Square site for the Town Green site.

The estimated dollar value to the City that MainStreet is providing for such items as the 67th Avenue driveway entrance, filling and grading the Town Green site, and re-striping one block of 68th Avenue is approximately \$120,000 - \$140,000.

Other benefits to the City from MainStreet's overall investment in Kenmore Village will include increased residential and commercial density and activity for our downtown, provision of new/additional services to meet the needs of our citizens (medical office and provision of quality housing near amenities and transit lines, for example), new taxes and development fees from construction, new ongoing property and utility taxes post-construction, undergrounding of utility lines along the east edge of Kenmore Village, new sidewalks along the west side of 68th Avenue (fronting the Spencer Square site), and removal of blighted buildings in the downtown core.

We look forward to discussing this important milestone in the progress toward creating a more identifiable downtown Kenmore and sense of place for our community.

Kenmore Village
Positioning Statement
(September 2012)

“Kenmore Village is a walkable place with a public square where Kenmore-area residents and workers can meet their daily needs and see one another face-to-face.”

FISCAL CONSIDERATION: See above.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: To continue to implement the Economic Development Plan, promote the image of Kenmore and to create a vibrant, walkable downtown



City Of Kenmore, Washington

Memorandum

TO: Rob Karlinsey, City Manager

FROM: Bryan Hampson, Development Services Director

DATE: July 16, 2015

SUBJECT: REVISED Recommendation of Approval of Development Agreement between City of Kenmore and MSPT XI, LLC for the Commercial Portion of Kenmore Village, "Spencer Square"

Recommendation: It is our recommendation that the City Council authorize approval of the Development Agreement between the City and MSPT XI, LLC "MainStreet" for the Commercial Portion of Kenmore Village, "Spencer Square". Council approval of Ordinance 15-0401 at the July 27, 2015 Council meeting would give the City Manager the authority to execute the Development Agreement. The Development Agreement is attached to Ordinance 15-0401. Kenmore Municipal Code (KMC) Chapter 18.110 outlines Development Agreement requirements including the authority, general provisions, standards, and processing procedures. The proposed Development Agreement is in conformance with KMC 18.110. The Development Agreement sets forth the development standards and other provisions that apply and govern and vest the development, use, and mitigation of the development of the property for the duration specified in the agreement.

The Development Agreement and the approved Site Plan and Phasing Plan provide the requirements for project development (Section 1 of the Development Agreement). The duration of the agreement outlined in Section 6 of the Development Agreement is for 10 years with potential for a 5 year extension. The Development Agreement includes development requirements and procedures with respect to: development standards including design standards and other land use regulations and permit processing (Sections 1 through 4, and Sections 8 through 11), impact fees (Section 8.3), phasing (Section 8.4), and vesting (Section 7).

On November 3, 2014 City Council approved and authorized a purchase and sale agreement with the MainStreet for a portion of the Kenmore Village commercial parcel. The purchase and sale agreement included authorization for the City to execute a Development Agreement with the MainStreet for the Kenmore Village Commercial project. On May 13, 2015, the City received a proposed Development Agreement and associated Site Plan application from MainStreet for the first Phase of the development. Both applications were reviewed concurrently. The approved

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REVISED Recommendation of Approval of Development Agreement between City of Kenmore and MSPT XI LLC for the for the Commercial Portion of Kenmore Village, "Spencer Square" cont.
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Site Plan and Phasing Plan is an exhibit to the Development Agreement.

MainStreet has been designing and engineering proposed new construction for the Spencer Square portion of Kenmore Village. MainStreet plans on constructing a six story mixed use building on parcel D (northeast corner) with a level of structured parking, one story of office/medical, and four floors of residential units. In a later phase, MainStreet intends to construct, at minimum a one story, 18,000 square foot commercial building on parcel B, with a possibility of providing additional commercial or residential floors if the market is right. MainStreet has not exercised its option on the restaurant parcel C (they have until March of 2017 to do so), but if/when they do, MainStreet will construct a sit-down restaurant in a separate phase of construction. Future phases will include a separate Site Plan review and Council approval if the future proposed buildings deviate from development standards.

Development Standard Departures: Per KMC 18.110, a development agreement shall be consistent with applicable development regulations to the fullest extent possible. Provided, a development agreement may allow for development standards that are different from those standards otherwise imposed in order to provide flexibility to achieve public benefits, respond to changing community needs, or authorize modifications which provide the functional equivalency or adequately achieve the purposes of otherwise applicable development standards.

MainStreet has requested departures from several development regulations which are offset by public benefits. The approved Site Plan application reflects the requested departures. However, the development standard departures are subject to Council approval as part of the Development Agreement. Viewing the project as a whole, one of the more significant public benefits to be provided by the applicant in return for these departures is a higher level of architectural quality—the proposed buildings exceed the requirements of the City's design standards, such as using mixed stained fiber cement board siding where smooth horizontal lap siding is allowed. Another significant public benefit is the applicant's construction schedule, bringing many millions of dollars of new investment to the City's downtown in a timely manner.

MainStreet is also providing various public improvements, including but not limited to a new stairway mid-block along 68th Ave NE, full-width overlays on 68th Avenue NE, and undergrounding utilities along 68th Ave NE. Below are further public benefits MainStreet is providing:

1. Paying impact fees at building permit issuance rather than at certificate of occupancy.
2. Sponsoring Town Green events each year.
3. Along 68th Ave NE, MainStreet will construct and install enhanced building facade features, to improve the look and design of the building, and will also provide wayfinding

REVISED Recommendation of Approval of Development Agreement between City of Kenmore and MSPT XI LLC for the for the Commercial Portion of Kenmore Village, "Spencer Square" cont.
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- signage and maps showing amenities such as nearby complementary designations, parks, trails, and walking/jogging routes.
4. Design for and restripe 68th Avenue between NE 181st Street and NE 182nd Street to create more on-street parking and potentially new bicycle lane(s). City will review and approve any such changes in advance.
5. Pay for and construct the new driveway entrance to Kenmore Village on the north side of NE 181st Street at 67th Avenue. City will be responsible for funding and installing landscaping, lighting, and irrigation at this driveway entrance.
6. Upon construction of the sit-down restaurant, complete the west edge of the Town Green to match the rest of the Town Green treatment (currently, this west edge of the Town Green is designed for temporary turf treatment until the restaurant building is constructed).
7. Demolish the remaining buildings on parcels B and D by October 1, 2015. (The purchase and sale agreement requires demolition of the structure on parcel D by August 1, 2016).
8. Install water and sewer utility lines under the Town Green parcel by October 1, 2015.
9. Grade the Spencer Square site and Town Green site by October 1, 2015. MainStreet will provide fill material from the Spencer Square site for the Town Green site.

Below are the departures requested by MainStreet:

1. Maximum building height. The building height is measured from the average finished grade to the highest point of the roof. The Downtown Commercial (DC) Zone allows a maximum building height of 65 feet for mixed use developments containing dwellings at a minimum 50 percent of square footage to a maximum of 75 percent square footage. The mixed-use building contains approximately 62 percent of residential square footage to commercial. The applicant has proposed a departure from the maximum building height on the mixed-use building (Phases B and C). The proposed height of the mixed-use building will ~~not exceed 85 feet~~ be 75 feet 8 inches from the average finished grade. However, it will not exceed 85 feet from the lower parking lot finished height and will be approximately 72 feet high along 68th Ave NE.
2. Upper level stepbacks. Upper level stepbacks are required on buildings over two stories. The applicant has proposed a departure from the upper level stepbacks. The mixed use building will extend to five stories, plus a loft level, on 68th Avenue NE without providing stepbacks.
3. Horizontal Building Modulation. A minimum modulation depth of six feet is required on

REVISED Recommendation of Approval of Development Agreement between City of Kenmore and MSPT XI LLC for the for the Commercial Portion of Kenmore Village, "Spencer Square" cont.
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large building facades. The mixed use building will utilize a combination of modulation, balconies, and recesses to provide variation to the façade, but has requested to a departure to allow modulation less than six feet in depth. The current plan does not specify the exact dimensions of the modulations.

4. Commercial & Restaurant Building Designs. The applicant has requested the building design review for the commercial and restaurant buildings be deferred to a later date. The final designs of each building will require City Council authorization prior to building permit issuance if the final designs deviate from code.
5. Landscaping. Provided that Developer provides an amount of landscaping that, in the aggregate, equals or exceeds the total amount of landscaping required by KMC 18.35.045, the Project shall not be subject to KMC 18.35.040, KMC 18.35.070, or the locational requirements of KMC 18.35.045. The conceptual landscape plan provides an amount of landscaping on the site which meets the minimum requirements pursuant to KMC 18.35.045. However, the applicant has requested a departure from the landscape standards with regard to the landscape locational requirements. A detailed plan identifying the final code departures has yet to be submitted.
6. Signage. Wall signs are permitted, provided they do not total more than 10 percent of the building façade on which they are located and provided they are limited to building façades with street frontage. Furthermore, a projecting sign may be used in place of a wall sign or freestanding sign. Such projecting signs shall not exceed 12 square feet in sized if unlit or externally lit, or six square feet if internally lit. The applicant has requested to install a wall signs on the south façade, which is not facing the street frontage, however they will not exceed 10% of the south façade. The applicant has also requested two 45 square foot projecting sign along 68th Ave NE.
7. Building Entrance for Phase A. Due to the topography of the Phase A Property, Developer cannot practicably provide a primary building entrance on 68th Avenue NE as part of the improvements during Phase A; however, Developer shall provide a secondary entrance on 68th Avenue NE, with architectural treatment and details similar in nature to the requirements applicable to the primary entrance.
8. Pedestrian Walkway. Minimum pedestrian walkway (not including sidewalks on the perimeters of the site) widths for buildings greater than 3 stories in height is 8 feet, while the minimum average width is 12 feet in accordance with KMC 18.52.100.B.2.b. The applicant has requested a departure to allow pedestrian walkways to vary between 6-15

REVISED Recommendation of Approval of Development Agreement between City of Kenmore and MSPT XI LLC for the for the Commercial Portion of Kenmore Village, "Spencer Square" cont.
6/22/2015
Page 5 of 5

feet in width. As shown on the site plan, the proposed pedestrian walkways abutting the mixed use building will vary from 8-18 feet in width. The minimum walkway width of 8 feet will be satisfied. A request to deviate from the average width of 12 feet has been requested and is authorized by the Development Agreement. Walkways throughout the remainder of the site will vary between 6-15 feet in width. Minimum pedestrian walkway widths comply.

In addition the applicant is requesting the following in the proposed Development Agreement:

1. Ten-year vesting on the site development permit.
2. Easement to install water and sewer utility lines under the Town Green parcel.
3. Impact fee vesting, meaning MainStreet will pay current impact fee rates for the duration of the development agreement.
4. Development Agreement Term: 10 years.
5. Elimination of minimum parking space requirements. The current proposal meets the minimum parking spaces requirements, however, this could change based on the size and use of the future commercial building
6. ~~Additional signage at Spencer 68.~~



City Of Kenmore, Washington

Memorandum

Date: July 24, 2015

To: Mayor & City Council

From: Rob Karlinsey, City Manager *RK*

Re: Proposed Spencer Square Development Agreement

So far you have discussed the proposed Spencer Square Development Agreement at the July 13, 2015 City Council meeting and also as part of a public hearing at the July 20, 2015 City Council meeting. A second hearing, discussion, and potential approval of the development agreement are scheduled at the July 27, 2015 City Council meeting this coming Monday. This agenda item includes information and materials, including the proposed development agreement, with recent revisions as shown.

Because the process, including the site plan submittals and review have been moving quite quickly, it is important to point out what may be missing or what may need further clarification in order for the City Council to make an informed decision:

As of July 24, we do not have information requested regarding the mixed use building's proposed deviations from building modulation standards in the code. Current plan information provided by the developer does not provide sufficient data on how the mixed use building provides horizontal modulation. Given the mass and scale of the mixed use 6-story building, how the developer proposes to deviate from modulation is a relevant question.

Similarly, more information is needed on how the developer is proposing to deviate from parking lot landscaping requirements. As an alternative to providing landscape detail now, the City Council could add/strengthen language in the agreement authorizing the city manager to approve, at his/her discretion, a future landscape plan to be provided by the developer; or the City Council could require a future landscape plan to be brought back for City Council approval.

Recent modifications to the north side the 181st/67th intersection are attached to this memo and will be included in the development agreement.

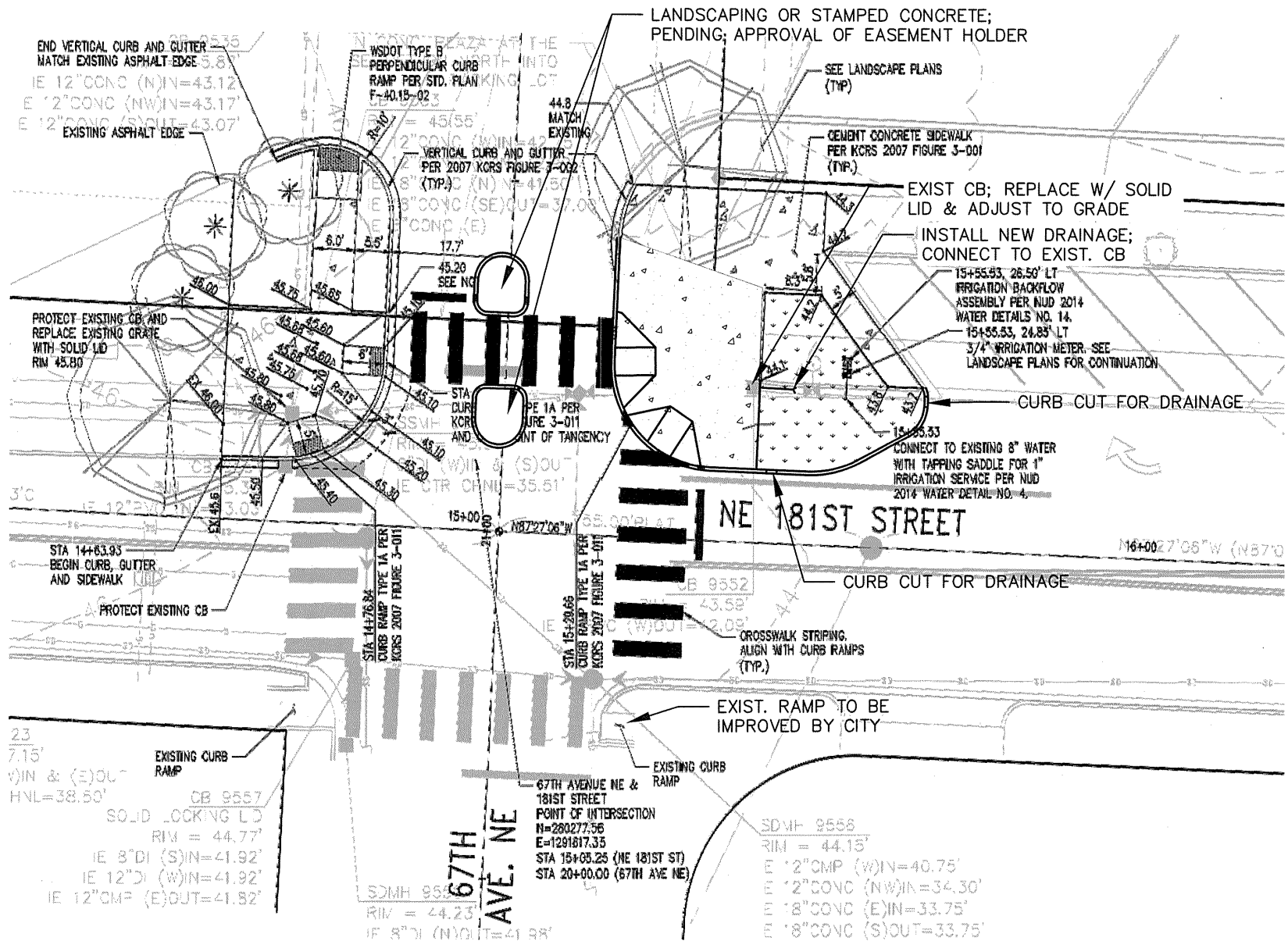
After the City Council's 7/20 direction to offer a compromise of 35 square feet for proposed blade signs, the developer has submitted a new counter proposal of 45 square foot signs, also attached this memo. After reviewing the developer's latest blade sign proposal I recommend that the City Council discuss it. It appears that the latest proposal increases the number of blade signs

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

and may not reduce total square footage of the developer's original proposal. Perhaps the developer can provide clarification on Monday night.

Also the proposed "fabric awning" material for the blade sign may a step down in quality. The proposed window signs also merit discussion in regards to the intent of the code.

XII. A. SECOND PUBLIC HEARING to Receive Public Testimony Re....





SOUTH ELEVATION

- KEY**
- SIGN A** - LED LIGHTED LETTERS & ICON
 - SIGN B** - VERTICAL PROJECTING SIGN- FABRIC AWNING OR BLADE LED BACKLIT
 - SIGN C** - VERTICAL PROJECTING SIGN- FABRIC AWNING OR BLADE LED BACKLIT
 - SIGN D** - ENTRY AWNING, CO-BRANDED
 - SIGN E** - EH WINDOW GRAPHICS, ON GLASS
 - SIGN F** - PARKING DIRECTIONAL BLADE
 - SIGN G** - SPENCER ID SIGN LED LIT LETTERS & ICON



68TH STREET ELEVATION

- KEY**
- SIGN A** - LED LIGHTED LETTERS & ICON
 - SIGN B** - VERTICAL PROJECTING SIGN- FABRIC AWNING OR BLADE LED BACKLIT
 - SIGN C** - VERTICAL PROJECTING SIGN- FABRIC AWNING OR BLADE LED BACKLIT
 - SIGN D** - ENTRY AWNING, CO-BRANDED
 - SIGN E** - EH WINDOW GRAPHICS, ON GLASS
 - SIGN F** - PARKING DIRECTIONAL BLADE
 - SIGN G** - SPENCER ID SIGN LED LIT LETTERS & ICON

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0401

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, APPROVING A DEVELOPMENT
AGREEMENT WITH MSPT XI LLC, FOR DEVELOPMENT OF
THE COMMERCIAL PORTION OF THE KENMORE VILLAGE
PROPERTY.**

WHEREAS, on November 3, 2014 the City Council adopted Resolution 14-250, which authorized the City Manager to execute on behalf of the City a Purchase and Sale Agreement with MSPT XI LLC (the "Developer") for the commercial portion of the Kenmore Village Property (the "Property"); and

WHEREAS, on July 16, 2015 the City Manager issued a final decision approving the Site Plan and Design Standard review (Project Number: CSP201-107) for development of the Property by the Developer, which decision becomes effective July 27, 2015; and

WHEREAS, on July 16, 2015, the City Manager prepared a recommendation to the City Council on a proposed Development Agreement with the Developer; and

WHEREAS, a development agreement for the Property is authorized by RCW 36.70B.170 and Chapter 18.110 of the Kenmore Municipal Code; and

WHEREAS, as required by RCW 36.70B.200 and KMC 18.110.050, and pursuant to notice published in the Seattle Times on July 13, 2015, the City Council held a public hearing on July 20, 2015 and July 27, 2015 regarding the development of the Property pursuant to the Development Agreement; and

WHEREAS, (1) having considered the testimony and comments made at the public hearing, having considered the documents introduced at the hearing and having reviewed the Development Agreement, (2) having determined that the Development Agreement is consistent with applicable development regulations to the fullest extent possible, while allowing for development standards that are different from those standards in order to provide flexibility to achieve public benefits, respond to changing community needs, and provide the functional equivalent or adequately achieve the purposes of those standards, and (3) having determined that the Development Agreement is in compliance with the requirements of RCW 36.70B.200 and KMC 18.110, the City Council desires to approve the Development Agreement as being in the best interests of the City and its residents as a whole;

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

Section 1. Approval of Development Agreement. The Development Agreement with MSPT XI, LLC in the form attached to this Ordinance is approved.

Section 2. Execution of Agreement. The City Manager is authorized and directed to execute a Development Agreement with MSPT XI, LLC substantially in the form of the Development Agreement attached to 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 publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF JULY, 2015.

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. 15-0401
Date of Publication:
Effective Date:

City of Kenmore Contract No. 15-C1449

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF KENMORE
AND MSPT XI LLC, FOR THE
SPENCER SQUARE DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2015, by and between the CITY OF KENMORE, a Washington municipal corporation, hereinafter the "**City**," and MSPT XI LLC, a limited liability company organized under the laws of the State of Washington, hereinafter the "**Developer**."

RECITALS

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction;

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement;

WHEREAS, this Agreement relates to the mixed-use residential, commercial and retail development referred to in this Agreement for identification purposes as Spencer Square (the "**Project**") to be constructed by Developer on the Property described in Section 2 of this Agreement;

WHEREAS, the Project is further described in Site Plan Application No. CSP2014-107 filed by the Developer with the City (the "**Application**");

WHEREAS, the Developer and the City envision the Project as being an integral part of the overall "Kenmore Village" development of real property formerly owned by the City, with the Project forming a part of the commercial and residential component of Kenmore Village;

WHEREAS, the City and the Developer are providing mutual benefits as described herein; and

WHEREAS, the following events have occurred as of the date of this Agreement with respect to the processing of the Application:

(a) The City Manager issued a final decision dated July 16, 2014 approving the Site Plan (Project No. PRJ2014-107) and, if the City Council passes the ordinance approving this Agreement, on the date such ordinance passes: (i) the City Manager's final decision on the Site Plan shall become effective, and (ii) the period for appeal of such decision shall commence;

City of Kenmore Contract No. 15-C1449

(b) The SEPA decision was issued on July 27, 2015; and

(c) After two public hearings, by Ordinance No. 15-0401, the City Council authorized the City Manager to sign this Agreement with the Developer;

NOW, THEREFORE, the City and the Developer hereby agree as follows:

GENERAL PROVISIONS

Section 1. The Project. The “Project” means the development and use of the Property contemplated in this Agreement and as shown on the Approved Site Plan and Phasing Plan, attached as Exhibit B (the “Approved Site Plan and Phasing Plan,” the “Approved Site Plan,” or the “Phasing Plan”). The Project may include residential, commercial and retail (including restaurant) uses.

Section 2. The Property. The “Property” means approximately two (2.0) acres of real property located near the northwest corner of the intersection of NE 181st Street and 68th Avenue NE and legally described on Exhibit A hereto. The Property is zoned Downtown Commercial (DC). In the event that Developer purchases the Phase D Property from the City, the Property shall be deemed to include the Phase D Property for all purposes of this Agreement from and after the date that Developer takes title to the Phase D Property.

Section 3. Definitions. In addition to such other terms as are defined throughout this Agreement, as used in this Agreement, the following terms, phrases and words shall have the following meanings:

3.1 “Adopting Ordinance” means the ordinance which approves this Agreement as required by RCW 36.70B.200.

3.2 “Certificate of Occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued. Temporary or phased occupancy of the Project may be authorized before the completion of the entire work covered by the Project pursuant to KMC 15.30.510. “Certificate of Occupancy” as used herein does not include a temporary or phased certificate of occupancy.

3.3 “Certificate of Satisfaction” has the meaning stated in Section 8.4 of this Agreement.

3.4 “City” means the City of Kenmore.

3.5 “City Council” means the City Council of the City.

City of Kenmore Contract No. 15-C1449

3.6 "City Manager" means the City Manager of the City or, to the extent within the City Manager's authority, his or her designee.

3.7 "Development Requirements" has the meaning stated in Section 8.1 hereof.

3.8 "Development Standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3) and, except as specifically deviated from as shown on the Approved Site Plan and Phasing Plan, Exhibit B hereto or as otherwise provided by this Agreement, all applicable standards in KMC Titles 12 through 21, the terms and conditions of which, as in effect on the Effective Date, are hereby incorporated into and made a part of the terms and conditions of this Agreement.

3.9 "Effective Date" means the effective date of the Adopting Ordinance.

3.10 "Existing Land Use Regulations" means the ordinances adopted by the City Council in effect on the Effective Date, the terms and conditions of which are hereby incorporated into and made a part of this Agreement, and which include the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to: the Comprehensive Plan; the City's Official Zoning Map; applicable standards in KMC Titles 12 through 21 including development standards, street standards, surface water and utility requirements; SEPA; and all ordinances, KMCs, rules and regulations of the City establishing subdivision and other development standards. Existing Land Use Regulation does not include taxes or permit review fees or any fees or other amounts required by or payable to any governmental entity other than the City.

3.11 "Force Majeure" means "acts of God" or the public enemy; civil war; insurrection or riots; fires; explosions or serious accidents; strikes or labor disputes; inability to obtain necessary materials, accessories, equipment, or parts from the manufacturers thereof not caused or contributed to by the party claiming delay for such reason; abnormal weather or unforeseen, abnormal soils conditions which necessitate delays; or other abnormal and unforeseen event or condition not caused by or contributed to and beyond the reasonable control of the party claiming excused delay for such reason.

3.12 "Impact Fee" has the meaning stated in KMC 20.47.020(O), hereby incorporated into and made a part of this Agreement.

City of Kenmore Contract No. 15-C1449

3.13 “Kenmore Village” means the integrated development of real property formerly owned by the City, comprised of commercial, retail and residential components, and located at the northwest corner of the intersection of NE 181st Street and 68th Avenue NE.

3.14 “Spencer Square” means the mixed-use residential, retail and commercial development proposed to occur on the Property, and that will constitute the commercial and retail component and a portion of the residential component of Kenmore Village.

3.15 “Spencer 68” means the residential development on the property adjoining the Property to the north of the Property, which does or will constitute a residential component of Kenmore Village.

3.16 “KMC” means the Kenmore Municipal Code.

3.17 “Phase” means any of Phase A, Phase B, Phase C, Phase D, or an additional Phase, as defined in Section 8.4 of this Agreement.

3.18 “Phase A” means the improvements to be constructed on the Phase A Property.

3.19 “Phase A Property” means certain real property legally described as Parcel E of Kenmore Binding Site Plan, BSP2015-002, recorded February 6, 2015, under Recording No. 20150206000972, in Volume 268 of Plats, pages 54 and 55, records of King County, Washington.

3.20 “Phase B” means the structured parking to be constructed on certain real property legally described as Parcel D of Kenmore Binding Site Plan, BSP2015-002, recorded February 6, 2015, under Recording No. 20150206000972, in Volume 268 of Plats, pages 54 and 55, records of King County, Washington.

3.21 “Phase C” means the improvements, other than structured parking, to be constructed on certain real property legally described as Parcel D of Kenmore Binding Site Plan, BSP2015-002, recorded February 6, 2015, under Recording No. 20150206000972, in Volume 268 of Plats, pages 54 and 55, records of King County, Washington.

3.22 “Phase D” means the sit-down restaurant to be constructed on the Phase D Property. For the purposes of this Agreement, “sit-down restaurant” does not include (i) a restaurant that operates any kind of drive-through, (ii) a “fast food” restaurant, or (iii) a bar that serves people solely over the age of twenty-one (21) without an affiliated sit-down restaurant.

City of Kenmore Contract No. 15-C1449

3.23 “Phase D Property” means that certain real property legally described as Parcel C of Kenmore Binding Site Plan, BSP2015-002, recorded February 6, 2015, under Recording No. 20150206000972, in Volume 268 of Plats, pages 54 and 55, records of King County, Washington. The Phase D Property is, as of the Effective Date, owned by the City of Kenmore.

3.24 “Post Office Parcel” means that certain real property legally described as vacated lots 8 and 9 in Block 12 of Northlake Terrace, according to plat recorded in Volume 33 of Plats at page 20, in King County, Washington; together with the south half of vacated Northeast 182nd Street adjacent thereto; and together with all of that portion of vacated 67th Avenue NE that lies west of a line drawn 390 feet west of the east line of Block 13 of said addition and south of the center line of Northeast 182nd Street extended east. The Post Office Parcel is, as of the Effective Date, owned by the City of Kenmore.

3.25 “Post-Termination Obligations” means the respective obligations of either or both of the parties hereto expressly stated in Section 14 hereof.

3.26 “Project” shall have the meaning given to it by Section 1 above.

3.27 “Property” shall have the meaning given to it by Section 2 above.

3.28 “SEPA” means the Washington State Environmental Policy Act of 1971, RCW Ch. 43.21C.

3.29 “Temporary or Phased Certificate of Occupancy” means a certificate of occupancy authorizing occupancy of a portion of the Project issued pursuant to KMC 15.30.510.

3.30 “Town Green” means that certain real property located at the corner of NE 181st Street and 68th Avenue NE owned by the City, which is intended for development as a public space, and which is legally described as Parcels F and G of Kenmore Binding Site Plan, BSP2015-002, recorded February 6, 2015, under Recording No. 20150206000972, in Volume 268 of Plats, pages 54 and 55, records of King County, Washington.

Section 4. Exhibits. The following exhibits to this Agreement (the “Exhibits”) are attached hereto and by this reference incorporated into and made a part of this Agreement:

Exhibit A – Legal description of the Property

Exhibit B – Approved Site Plan and Phasing Plan

City of Kenmore Contract No. 15-C1449

Exhibit C – Certificate of Satisfaction Form

Exhibit D – Notice of Termination

Exhibit E – Project Renderings

Exhibit F – Spencer Square Signs

Exhibit G – NE 181st St and 67th Ave NE Improvements

Exhibit H – Expedited Building Permit Review and Submittal Time Periods

~~Exhibit I – Spencer 68 Building Identification Sign~~

Consistent with Section 8.5(c) hereof, Developer agrees that it will comply with the sign requirements of Exhibit I, even though the Spencer 68 residential development is not the subject of this Agreement, and that the City may enforce compliance in accordance with the enforcement provisions of this Agreement.

Section 5. Project is a Private Undertaking. It is agreed between the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 6. Term of Agreement. This Agreement shall commence on the Effective Date and, subject to Section 15.1 hereof, shall continue in force for a period of ten (10) years from the Effective Date unless sooner terminated or extended for a period of up to five (5) years as provided herein. Any extension must be requested by Developer at least 90 days prior to the expiration of the term of this Agreement. Because this Agreement is associated with land use decisions, the City Manager may grant such an extension of up to five (5) years if, at the end of the ten (10)-year period referred to above, those actions described in this Agreement to be completed by Developer during those first ten (10) years have been completed. All other requests for extensions shall be reviewed by the City Council. Following the termination hereof, this Agreement shall have no force and effect, subject to the Post-Termination Obligations of the parties. The Approved Site Plan and Phasing Plan shall be valid for the term of this Agreement. Any modification to the terms of KMC 18.110.060(C)(3) after the Effective Date shall not alter the terms of this Section.

Section 7. Vested Rights of Developer. Except as otherwise expressly stated in this Agreement, during the term of this Agreement, in developing the Property consistent with Development Standards and Existing Land Use Regulations specified in this Agreement, the development rights, obligations, terms and conditions expressly stated in this Agreement are fully vested in the Developer and may not be changed or modified by the City, except (1) by mutual consent of all the parties hereto and in accordance with the process established by law for the adoption of a development agreement; or (2) to the extent required by a serious threat to public health and safety. For avoidance of doubt, the City hereby reserves, and shall at all times have, authority to impose new or different regulations, conditions or requirements for development of the Property (including regulations, conditions or requirements that may be inconsistent with the Development Standards and Existing Land Use Regulations specified in this Agreement) to the extent required by a serious threat to public health and safety. Building permits and other permits subject to

City of Kenmore Contract No. 15-C1449

KMC Titles 15 (Buildings and Construction) and 20 (Development Permits) (excluding 20.47 and 20.50, which are covered by this Agreement) shall be considered under the provisions of KMC Titles 15 and 20 (excluding 20.47 and 20.50) in effect at the time of submittal of a valid and fully complete application, which requirements shall apply in place of, and not be subject to, Section 7 (Vesting) of this Agreement. Notwithstanding the foregoing, no changes to either of the International Building Code or International Fire Code or state adoption thereof, taking effect after the date of this Agreement, shall require redesign or modification of any Project utilities, facilities or other infrastructure permitted, approved (including any of the foregoing approved in the Approved Site Plan and Phasing Plan) or installed previous to or in accordance with this Agreement unless, and except to the extent redesign or modification is required to avoid a serious threat to the public health or safety.

Section 8. Development Standards.

8.1 Permitted Uses and Code Deviations. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Property shall be, to the extent expressly stated herein or therein, those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein (collectively, the “**Development Requirements**”), including, but not limited to, Exhibit B – Approved Site Plan and Phasing Plan, and the Development Standards and Existing Land Use Regulations. The Development Requirements set forth in this Agreement are hereby adopted and, to the fullest extent allowed by applicable law and, subject to the qualifications and provisions stated in Sections 7 and 8.3 hereof, shall govern and control all development in the Project. For purposes of construction and interpretation, the City and Developer acknowledge and agree that the Development Requirements are intended to be compatible with the Kenmore Downtown Plan, dated April 2003, which provides the City’s vision for the Downtown area in which this development is located.

(a) **Downtown Design Standards.** The Project may deviate from the Downtown Design Standards, KMC Ch. 18.52, as necessary to provide an aesthetically pleasing project and accommodate site conditions in the manner identified or otherwise reflected in the Approved Site Plan and Phasing Plan; provided, however, that the Project shall meet the intent and purpose of the standards, provide equal or higher quality materials than those required by KMC Ch. 18.52, and be compatible with the City’s overall vision and goals for the Downtown area. City and Developer acknowledge and agree that the Project, as reflected in the Approved Site Plan and Phasing Plan, meets the foregoing

City of Kenmore Contract No. 15-C1449

requirements. Such deviations may include, but are not limited to: (i) building materials; (ii) building setbacks, modulation, and articulation; (iii) weather protection for pedestrians; (iv) building mass and bulk; and (v) building height.

(b) **Building Entrances.** Due to the topography of the Phase A Property, Developer cannot practicably provide a primary building entrance on 68th Avenue NE as part of the improvements during Phase A; however, Developer shall provide a secondary entrance on 68th Avenue NE, with architectural treatment and details similar in nature to the requirements applicable to the primary entrance.

(c) **Landscaping.** Provided that Developer provides an amount of landscaping that, in the aggregate, equals or exceeds the total amount of landscaping required by KMC 18.35.045, the Project shall not be subject to KMC 18.35.040, KMC 18.35.070, or the locational requirements of KMC 18.35.045.

(d) **Signage.** The Project may incorporate signs identifying tenants of the Project and/or the name of the Project or components thereof, including but not limited to the signage depicted on Exhibit F. Such signs shall be constructed of high-quality materials and shall be consistent in appearance with the signage depicted on Exhibit F and with the signage provided for other Class A commercial developments in the City. The Project shall not be subject to KMC 18.42.100(A).

8.2 Parking. The City and Developer acknowledge and agree that Developer has provided, in connection with the Project, certain parking rights that benefit the City and the public. Such parking rights are further described in the Amended and Restated Reciprocal Grant of Easements and Agreement for Joint Maintenance of Real Property, recorded in the real property records of King County, Washington, as recording number 20141114000894. Therefore, the City agrees to eliminate the minimum number of parking spaces required by KMC 18.40.030 for all Phases of the Spencer Square project, including the Phase D Property if the Developer acquires the Phase D Property in the time frame established in the Agreement for Purchase, Sale and Development of Real Property between Developer and the City.

8.3 Land Use Fees, Impact Fees, and Offsets.

(a) **Development Agreement Application Fee.** In consideration of the covenants and agreements of Developer in this Agreement, the Development Agreement application fee is waived.

City of Kenmore Contract No. 15-C1449

(b) **Land Use Permit Review Fees.** Notwithstanding the terms of Section 7 hereof, land use permit review fees adopted by the City by ordinance or resolution as of the Effective Date are not waived and may be increased by the City from time to time and are applicable to permits and approvals for the Property as long as such fees apply to similar applications and projects in the City.

(c) **Road Impact Fees.** Road Impact Fees shall be collected and paid at issuance of a building permit for each building in the Project. For the residential units in the Project, Road Impact Fees shall be assessed and charged at a rate not greater than the maximum of the Road Impact Fee rate for multi-family residential developments in effect as of the Effective Date, which is \$5,462.31 per unit. For commercial (including retail, office and restaurant) portions of the Project, Road Impact Fees shall be assessed and charged at a rate for shopping center developments in effect as of the date a complete application for a building permit or occupancy permit is submitted to the City for each Phase of the Project that includes a commercial component. All Road Impact Fees shall be subject to the following credit, as to which City and Developer hereby agree the requirements of KMC 20.47.050 have been satisfied:

- (i) Credit in the amount of \$7,667.29 per trip for the 125 existing PM peak trips as calculated by Developer's Transportation Engineer with the concurrence of the City's Transportation Engineer.

Such credits shall be applied to the first Phase of the Project.

(d) **Park Impact Fees.** Park Impact Fees shall be collected and paid at issuance of a building permit for each building in the Project. For the residential units in the Project, Park Impact Fees shall be assessed and charged at a rate not greater than the maximum of the Park Impact Fee rate for multi-family residential developments in effect as of the Effective Date, which is \$1,658.82 per unit. The commercial and retail portions of the Project shall not be subject to any Park Impact Fee.

(e) **School Impact Fees.** School Impact Fees collected by the City for the benefit of Northshore School District No. 407 (the "School District") shall be assessed collected, and paid on a per-unit basis in accordance with KMC Chapter 20.50. For the residential units in the Project, School Impact Fees shall be charged at no greater than the maximum of the rate in effect as of the Effective Date for multi-family residential units within the boundaries of Northshore School District No. 407, subject to such

City of Kenmore Contract No. 15-C1449

exemptions as may apply to the Project. The commercial and retail portions of the Project shall not be subject to any School Impact Fee.

8.4 Phasing of Project Development and Permitting.

(a) **Completion in Phases.** Subject to the terms and conditions of this Agreement, and in consideration of various factors which may impact the ability to develop the Project in the most efficient and economically feasible manner, the Project may be developed in phases, as shown on Exhibit B (Approved Site Plan and Phasing Plan) with Temporary Certificate of Occupancy available at the completion of each Phase (subject to all other requirements then in effect for issuance of a certificate of occupancy under the KMC and other governing requirements, further subject to the vesting provisions of this Agreement). Developer may, at Developer's discretion, develop each Phase separately or may develop multiple Phases simultaneously. Developer may develop Phases in such order as Developer deems prudent and desirable in Developer's discretion. All Phases shall be similar in design, materials and appearance. Upon issuance of a certificate of occupancy for any Phase of the Project, the City shall issue and Developer shall record a Certificate of Satisfaction, in a form substantially similar to that notice attached as Exhibit C for that Phase.

(b) **Identification of Phases.** For the avoidance of doubt, the letters used to identify each Phase (A, B, C, D, and so on) are for identification purposes only. The sequential nature of such identifiers shall not be interpreted to require that any Phase must be developed before or after any other Phase.

(c) **Site Plan Approval for Phase D.** The City and Developer acknowledge that Developer does not presently own the Phase D Property and that the Approved Site Plan and Phasing Plan attached as Exhibit B does not include details for development of the improvements that may be included as Phase D of the Project (the "Phase D Elements"). Developer acknowledges, as a condition to permits to be issued for construction or installation of buildings and improvements in Phase D of the Project, that the proposed Phase D Elements will be subject to design review and will be subject to the Development Agreement amendment processes as described in KMC Chapter 18.110.060 (E), if deviations from the KMC are proposed for Phase D Elements, including deviations from minimum parking space requirements. As a condition to any approval for Phase D, Phase D must be proposed for development as a commercial space intended to be

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operated as a sit-down restaurant, as defined in Section 3.22 hereof, and when completed shall be compatible with the buildings and improvements constructed during the other Phases of the Project. The City hereby agrees that the criteria used for such review shall be consistent with the criteria used for review of the Site Plan for the Phases described on Exhibit B hereto, subject only to any changes as may be necessitated for purposes of public health and safety, and the provisions of this Agreement pertaining to traffic capacity, parking ratios, stormwater discharge (Section 11.2 hereof), impact fees (Section 8.2), permitting standards (Section 8.4), minor modifications (Section 9), and discretionary decisions (Section 10) shall be deemed vested and applicable to Phase D.

- (i) **Use of Town Green.** In the future the City and Developer may agree, pursuant to the terms of a separate agreement or program to be negotiated and agreed to by City and Developer, to allow outdoor restaurant seating on a portion of the Town Green. If such agreement is reached, then the City agrees to waive the permit fees and permit application requirements associated with such outdoor restaurant seating and related uses, except that Developer shall not be exempt from the requirement to provide to the City an insurance certificate showing that the City has been named as an additional insured.

(d) **Subdivision or Boundary Line Adjustment Applications.** The City shall be the permitting agency to review all subdivision or boundary line adjustment applications, as applicable, which will be subject to requirements in effect at the time of any such applications (and are not subject to Section 7 of this Agreement). However, in the event of a subdivision or boundary line adjustment affecting the Property, the terms and conditions of this Development Agreement shall continue to apply to all properties of which any portion of the Property is a part.

(e) **Declaration of Covenants.** The Project phasing shall be consistent with Developer's obligation under the Declaration of Covenants Regarding Transfer recorded in the real property records of King County, Washington, on March 10, 2015, under recording number 20150310001417, to commence construction of Phase A of the Project not later than March 9, 2018, unless commencement of construction is delayed by reason of Force Majeure or such development timelines are extended by the City.

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(f) **Site Plan Approval for Phase A.** The City and Developer acknowledge that the Approved Site Plan and Phasing Plan attached as Exhibit B does not include details for development of the improvements that may be included as Phase A of the Project (the "Phase A Elements"). Developer acknowledges, as a condition to permits to be issued for construction or installation of buildings and improvements in Phase A of the Project, that the proposed Phase A Elements will be subject to design review and will be subject to the Development Agreement amendment processes as described in KMC Chapter 18.110.060 (E), if deviations from the KMC are proposed for Phase A Elements, including deviations from minimum parking space requirements.

8.5 Permitting Standards. Applications for permits and/or approvals made pursuant to this Agreement shall be made on such terms and under such conditions as are consistent with Development Requirements. Developer acknowledges, pursuant to KMC Section 18.110.020.C, any material deviation from applicable permitting requirements (except to the extent already provided for in this Agreement) must be matched with a provision of a benefit to the City or to the public of equal or greater value relative to the deviation requested, as determined by the City Manager. The deviations requested are offset by the public benefits described in this Agreement and as follows:

(a) Developer shall sponsor community events in the Town Green;

(b) Developer shall provide enhanced façade treatments and wayfinding signage along 68th Avenue NE;

(c) Developer shall provide on-street parking, bike lane striping and new centerline, striping and other markings along both sides of 68th Avenue NE between NE 181st St and NE 182nd St if Developer's traffic engineer and the City's transportation engineer determine pursuant to a traffic study that the existing right of way has sufficient width to accommodate on-street parking. Developer shall bear the cost of the traffic study, of design, striping and removal of striping, and any other costs associated with providing on-street parking, bicycle lane(s), and markings. ~~If on-street parking is extended to NE 182nd Street in front of the Spencer68 project, Developer may install a building identification sign at the Spencer68 project, as shown on Exhibit I attached hereto;~~

(d) Developer shall reconstruct the Kenmore Village entrance at the north portion of the NE 181st St and 67th Ave NE intersection to the City's specifications, as depicted in Exhibit G, by December 31, 2016. Such improvements shall not include

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irrigation, landscaping, lighting, utilities or utility vaults. However, Developer shall provide a minimum of two (2) four-inch conduits to extend to the adjacent landscaping area;

(e) Should Developer acquire Phase D, Developer shall complete as part of Phase D the construction of the western 14' portion of the Town Green to the City's specifications, which shall be developed by the City in the City's reasonable discretion and in cooperation with Developer, should Developer exercise its purchase option;

(f) Developer agrees to locate all electric power transmission and other utility lines along 68th Ave NE underground between the north property line to the south property line;

(g) Developer agrees to locate all electric power transmission and other utility lines running east to west between the Project and the Spencer 68 Project in the area between 68th Avenue NE and the "Speedy Reedy" parcel;

(h) Developer agrees to provide the accessible parking stalls for the Town Green as outlined in the Agreement for Purchase, Sale and Development of Real Property, City of Kenmore Contract Number 14-C1254; and

(i) Developer agrees to provide for and allow access for consolidated solid waste pick-up and deliveries as outlined in the Agreement for Purchase, Sale and Development of Real Property, City of Kenmore Contract Number 14-C1254.

Section 9 Minor Modifications. Minor modifications from the approved permits or the Exhibits may be approved in accordance with the procedures of the KMC as in effect at the time of request for any such minor modification and shall not require an amendment to Approved Site Plan and Phasing Plan or this Agreement. For the purposes of this Agreement, "minor modifications" means any change which does not deviate materially from the scope or intention of the Approved Site Plan and Phasing Plan, such as changes to paint color, substitution of landscaping materials with comparable materials, and "field changes" necessitated by site inspections; and further includes any of the following: (a) rearrangement of existing lot lines or creation of lots (e.g., through short plat or boundary line adjustment) consistent with the Approved Site Plan, as the same may be amended or otherwise modified in accordance with KMC Ch. 18.105; or (b) changes involving the location or dimensions of buildings or landscaping, provided no such rearrangement or changes: (i) decrease the amount of perimeter landscaping, (ii) decrease parking ratios; or (iii) change the locations of any points of ingress and egress to the Property. For avoidance of doubt, and without limitation, modifications that will cause any of the following

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results are not considered minor: (a) an increase in traffic circulation problems (i.e., reduction in Level of Service for applicable roads or intersections); or (b) a reduction in the amount of total approved landscaping, off-street parking, loading zones, right-of-way or pavement width. Any modification to a permit or Exhibit that is not a minor modification shall require express consent of the City Manager and Developer, and any modification to an Exhibit that is deemed a modification to this Agreement shall require approval in the same manner as approval of any amendment to this Agreement (presently KMC 18.110.060 and any amendment or successor to that Section).

Section 10. Further Discretionary Actions (Including SEPA Review).

Developer acknowledges the Development Requirements contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, SEPA review of additional permit applications. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations. The parties agree that SEPA applies to permits that will be issued during the term of this Agreement. Development conditions recommended in the City's Determination of Nonsignificance or, as applicable, Mitigated Determination of Nonsignificance issued in connection with the City's action to review and approve this Agreement are incorporated in the approval of the Approved Site Plan. The City shall not exercise its substantive SEPA authority to impose conditions on Project approvals issued during the term of this Agreement in a manner that is inconsistent with this Agreement or the Existing Land Use Regulations.

Section 11. Improvements Required for Issuance of Certificates of

Occupancy. Notwithstanding the phased approach to development of the Project, Developer acknowledges and agrees, to the extent that certain amenities associated with the Project are required by the KMC to be available to all phases of the Project for reasons including health, safety and welfare of residents, tenants, occupants and others using or visiting the Project, such amenities shall be constructed and completed prior to issuance of any certificate of occupancy for any phase of the Project. To the extent that certain amenities associated with the Project are not required by the KMC to be available to all phases of the Project, such amenities shall be constructed and completed for each phase individually prior to issuance of any certificate of occupancy for such phase. The fact that any such amenity has not been provided shall not preclude the issuance of a Temporary Certificate of Occupancy so long as all amenities required for the phase for which a Temporary Certificate of Occupancy is sought have been completed in accordance with the Development Requirements. In accordance with KMC Section 21.20.050, no temporary certificate of occupancy for a completed phase may be issued until: (i) drainage facility improvements are functional, (ii) required parking for such phase is provided, and (iii) safe access for such phase is provided. The following amenities, as shown on the Approved

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Site Plan and Phasing Plan, shall be constructed in accordance with the following schedule:

11.1 Drainage Standards; Surface Water Runoff Policies; Surface Water Drainage Facilities. The City will permit a reduction in flow control standards to "Reduced Basic Flow Control Standards" as permitted in KCSWDM 1.2.3.B and 1.2.3.A, in lieu of the standard stated in KMC 13.35.025.B.4, provided Developer shows, to City's satisfaction, that flooding as a result of the Project will not be worsened along the downstream corridor and that the Project can meet all conditions of the exception allowed by KCSWDM 1.2.3.B and 1.2.3.A. Allowed discharge rates from the Project will be established based on the discharge rates from the existing onsite detention facility. King County Runoff Time Series hydrologic model or Western Washington Continuous Simulation Hydrology Model (WWHM) will be used to calculate the flows. The existing ground cover conditions as existing today will be used to generate the flows tributary to the existing detention facility, provide that all conditions of the exception are met. The flow control BMP (LID) requirement per KCSWDM 1.2.3.3 (and Section 5.2) will still be applicable for the Project.

11.2 Phase D. In the event that Phase D is constructed before any other Phase, Developer shall be required to provide only such parking, drainage facilities, landscaping, and street frontage improvements as are required by the KMC to serve Phase D.

Section 12. Coordination with Adjacent Property Owners. Developer acknowledges that the Project is part of the "Kenmore Village" properties and that the real property adjoining the Property to the north is under development and/or planned for development as residential units commonly known as Spencer 68, and that such development is planned to occur on an essentially contemporaneous basis with the Project; *provided*, neither the foregoing nor any other statement in this Section is intended as a representation, warranty or guarantee, express or implied, of any particular development and is stated solely for background purposes. Developer acknowledges the Project is also located adjacent to the Town Green, which the City owns and intends to develop with public space and a community building, and adjacent to an existing retail business to the west of the Property. Developer shall work cooperatively with the existing retail business owner to the west of the Property on the parking lot improvements. Developer and the City shall work cooperatively in the development of their respective properties and shall make commercially reasonable efforts to avoid conflicts in the respective construction schedules for the Town Green and the Project. Such coordination shall include (i) consistent development and common area standards; and (ii) site plan designs which take into account and seek to minimize adverse impacts of improvements (e.g., loading docks) on their respective adjacent properties. Developer and the City shall further cooperate in good faith to negotiate and grant access, utility, and

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construction easements that are reasonably necessary or desirable in connection with the development of the Project, and to construct utilities to serve the Project and the Phase D Property, to the extent that utilities are practicable and commercially reasonable, provided the Project utilities proposed within the Town Green must be in place prior to October 1, 2015, and provided further that the City issues a permit for the utilities prior to August 17, 2015. This date may be extended at the sole discretion of the City Manager. The City will not grant a utility easement or allow the Town Green improvements to be removed once the Town Green improvements are installed. The Developer agrees to demolish and dispose of the buildings and asphalt on the Phase A, Phase B/C, and Town Green Properties by October 1, 2015, provided demolition permits have been issued on or prior to August 17, 2015. The Agreement for Purchase, Sale and Development of Real Property between Developer and the City outlines the cost allocation to demolish the existing structure on the Town Green. The Developer further agrees to place fill dirt, (grade and compact it) on the Town Green Property to the City's Town Green site design specifications, provided the quality of the fill dirt is tested for compaction and suitability by the City's geotechnical consultant during the grading and determined to be suitable for such use by the consultant. City is also responsible for providing a licensed surveyor to certify and confirm final grades and compaction. If during excavation the fill dirt is determined not to be suitable, the Developer is responsible for the fill dirt and/or exporting costs. Developer further agrees that if Phase C is not under construction by July 1, 2017, unless date is extended by the City Manager, Developer shall provide a temporary parking surface, such as asphalt, gravel or other suitable material, on the Phase C property subject to construction and shoring constraints of the site.

12.1 Parking Lot Maintenance. Pursuant to that certain Amended and Restated Reciprocal Grant of Easements and Agreement for Joint Maintenance of Real Property recorded in the real property records of King County, Washington, as recording number 20141114000894, the owner of the Post Office Parcel is responsible to pay for the maintenance and repair of the surfaces, structures and capital improvements located on the Post Office Parcel. The City shall, at the City's expense, seal coat and restripe the parking lot located on the Post Office Parcel within sixty (60) days of Developer's completion of the parking lot on the Parcel A Property. If the Post Office Parcel is sold prior to Developer's completion of the parking lot on the Parcel A Property, the City shall record an instrument against the Post Office Parcel requiring the owner of the Post Office Parcel to resurface and restripe the parking lot located on the Post Office Parcel within sixty (60) days of Developer's completion of the parking lot on the Parcel A Property.

Section 13. Termination.

13.1 This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the

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permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals.

13.2 Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for the Project or any portion thereof. The Approved Site Plan and Phasing Plan shall be in full force and effect during the term of this Agreement, provided that Developer meets the conditions and time schedules specified in the Phasing Plan, as such time schedules may be extended in accordance with KMC section 18.105.060.

13.3 Covenants of the City and Developer expressed in this Agreement shall run with the land and shall be binding on each of Developer and City and their respective successors and assigns. Any covenant expressed in this Agreement which, by its terms states that it shall survive termination of this Agreement, shall remain in effect beyond and shall not be deemed terminated by termination of this Agreement. This Agreement shall terminate upon the expiration of the term identified in Section 6 or upon issuance of the certificate of occupancy for the final Phase of the Project, whichever first occurs. Upon the occurrence of either event identified in the immediately preceding sentence, the City shall record a notice of termination in a form substantially similar to that notice attached as Exhibit C.

Section 14. Effect of Termination on Developer Covenants and Obligations. Termination of this Agreement shall not affect, cancel or result in termination of any of the Developer's obligations under applicable law (i) to comply with the City Comprehensive Plan and the terms and conditions of any applicable zoning or land use regulation or other land use entitlements approved with respect to the Property, or (ii) to pay assessments, liens, fees or taxes (all of the foregoing, collectively, "Post Termination Obligations"). The Post Termination Obligations shall continue to run with the land comprising the Property and shall be binding on Developer and successors and assignees of Developer and all others acquiring any interest in the Property or any portion thereof by or through Developer.

Section 15. Default.

15.1 Subject to extensions of time by mutual consent in writing, failure or delay by either party to perform any legal requirement of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default, the manner of cure, and a reasonable cure period in which said default may be cured. During this reasonable cure period, the party charged shall not

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be considered in default for purposes of termination or institution of legal proceedings.

15.2 After notice and expiration of the reasonable cure period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the KMC, and to obtain penalties and costs as provided in the KMC for violations of this Agreement and the KMC.

Section 16. Annual Review. The Developer shall provide a report to the City Manager regarding the status of the Project implemented under this Agreement at least every twelve (12) months during the term of this Agreement.

Section 17. Effects upon Termination on City. Upon any termination of this Agreement as to Developer or any portion of the Property, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement, shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then-existing planning and zoning laws).

Section 18. Assignment and Assumption. This Agreement shall be subject to the limitations on the sale, transfer and change of ownership of the Property set forth in the Declaration of Covenants Regarding Transfer recorded in the real property records of King County, Washington, on March 10, 2015, as recording number 20150310001417; provided, that Developer shall not be restricted or prohibited from entering into (i) a residential lease of any unit in the Project (except Developer cannot enter into a ground lease of all or substantially all of the Property or any substantial portion thereof with any person or entity not a resident of the Property); (ii) any mortgage, deed of trust, security agreement or security instrument granted or entered by Developer to provide financing for Developer's purchase of the Property or performance of its obligations to the City with regards to the Project; or (iii) a Transfer, or series of Transfers which in the aggregate, does not or do not result in a change of control of the Developer's interests in the Property or in Developer. The foregoing is intended to allow Developer to add debt and/or equity-related investment partners to the ownership of the Property or any Phase thereof, within the limits expressed in this Section 18. These provisions can be reasonably modified or waived by the City Manager from time to time upon request of Developer.

Section 19. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits, including, but not limited to the Post-Termination Obligations, shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns. Developer and its

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successors and assigns and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof (whether such purchase, assignment or transfer is voluntary or involuntary, by foreclosure, judicial sale, operation of law or otherwise), shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

Section 20. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). Nothing in this Agreement shall prevent the City Council from amending its Comprehensive Plan, Zoning KMC, Official Zoning Map or development regulations affecting the Property during the term of this Agreement, to the extent such amendment is required by a serious threat to public health and safety. Nothing in this Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning KMC, Official Zoning Map or development regulations relating to the Property after termination of this Agreement.

Section 21. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid certified mail, commercial courier or package delivery service, or by hand delivery to the party being notified, at its address as follows:

If to the Developer: MSPT XI LLC Attn: Kelly Price 12332 NE 115th Place Kirkland, WA 98033	If to the City: City of Kenmore Attn: Rob Karlinsey, City Manager 18120 68th Ave. N.E. Kenmore, WA 98028
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Notice shall be deemed received on the date of delivery to the recipient's address stated in this Section or, if sent via certified mail, on the second business day after mailed; or if by commercial courier or package delivery service, on the first business day after placed therewith; or on the date of actual delivery if hand delivered. Notice to any successor of either party shall be required to be given to such successor only after such successor has provided notice to the other party of its name and address for notice. Either party may from time to time advise the other of a new address for such notices, demands or correspondence by giving notice of such new address in the same manner as providing other notice.

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Section 22. Reimbursement for Agreement Expenses of the City.

Developer agrees to reimburse the City for certain actual expenses incurred by City directly relating to this Agreement, including reasonable recording fees, publishing fees and any additional staffing employees and third-party consultant expenses necessary for expedited review. Such payment of all fees shall be made, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer, which such statement (and supporting documentation) shall provide, in reasonable detail, an accounting of all actual expenses incurred by the City in the performance of its obligations within the above-noted cost categories.

Section 23. Relationship of Parties.

Developer and the City shall not be construed as joint venturers or general partners, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. Developer shall have no right or authority, express or implied, to commit or otherwise obligate the City in any manner whatever except to the extent specifically provided herein or specifically authorized in writing by the City. The City shall have no right or authority, express or implied, to commit or otherwise obligate Developer in any manner whatever except to the extent specifically provided herein or specifically authorized in writing by Developer.

Section 24. No Third Party Rights.

The provisions of this Agreement are intended for the benefit of, and may only be enforced by, the parties hereto and their respective successors and permitted assigns. None of the rights or obligations of the parties herein set forth (or implied) is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right, whatsoever upon or otherwise inure to the benefit of any contractor, architect, consultant, subcontractor, worker, supplier, mechanic, insurer, surety, guest, member of the public, or other third parties having dealing with either of the parties hereto or involved, in any manner, in the Property or the Project.

Section 25. Applicable Law and Attorneys' Fees.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated by any party to this Agreement to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in King County Superior Court or the U.S. District Court for the Western District of Washington. The parties hereto consent to the personal jurisdiction of each of such courts and waive the right to file suit elsewhere.

Section 26. Third Party Legal Challenge.

In the event any legal action or special proceeding is commenced by any person or entity other than a party to challenge this Agreement or any provision herein, each party shall be responsible for payment of legal fees of its counsel and related expenses to defend this Agreement or any provision hereof.

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Section 27. Force Majeure.

27.1 Each party shall notify the other promptly of the occurrence of any Force Majeure event, occurrence or condition, as a condition to claiming such event, occurrence or condition constitutes Force Majeure and shall act promptly to proceed with its performance as soon as practicable after such cause for delay ceases or is terminated.

27.2 This Agreement relates to Project permit applications and approvals, such as building permits, right-of-way construction, and encroachment permits. In the event of an appeal, if this Agreement is upheld by final judicial decision, the term established in this Agreement shall commence on the date of entry of a final order upholding this Agreement.

Section 28. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of this Agreement by any party in default hereof. All terms and provisions of this Development Agreement are material.

Section 29. Developer Indemnification. Developer shall defend, indemnify and hold harmless the City, its officers, officials, employees, and agents, from any and all damages, claims, demands, suits, actions, costs, fines, penalties and liability of any kind, including attorneys' fees (collectively referred to as "Damages"), arising in whole or in part from any negligent acts, errors or omissions of Developer in the performance of this Agreement. However, if any Damages are caused by or result from the concurrent negligence of Developer and the City, Developer's liability shall be only to the extent of Developer's negligence. The foregoing indemnity is specifically and expressly intended to constitute Developer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 30. City Indemnification. The City shall defend, indemnify and hold harmless Developer, its officers, officials, employees, and agents, from any and all damages, claims, demands, suits, actions, costs, fines, penalties and liability of any kind, including attorneys' fees (collectively referred to as "Damages"), arising in whole or in part from any negligent acts, errors or omissions of the City in the performance of this Agreement. However, if any Damages are caused by or result from the concurrent negligence of the City and Developer, the City's liability shall be only to the extent of the City's negligence. The foregoing indemnity is specifically and expressly intended to constitute the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated. The

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provisions of this section shall survive the expiration or termination of this Agreement

Section 31. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the Adopting Resolution, such invalidity shall not affect the validity of the remainder of this Agreement.

Section 32. Complete Agreement. This Agreement together with the exhibits annexed hereto or referred to herein is intended to be the entire agreement of the parties with regard to the subject matter hereof and may only be amended with the written consent of both parties.

Section 33. Captions and Headings. Captions and headings used in this Agreement are for convenience of reference only and are not part of the terms of this Agreement or to be used to construe, interpret, modify, qualify, vary or supplement any term, condition, covenant or provision of this Agreement.

Section 34. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Facsimile or .pdf signatures on this Agreement shall constitute original signatures of the parties.

Section 35. Recording Required. This Agreement shall be recorded with King County at Developer's expense. Upon termination of the Agreement, a notice of termination, in a form substantially similar to that notice attached as Exhibit D, shall also be executed by the City in accordance with Section 16 above and provided to Developer or, at Developer's option, recorded at Developer's expense.

[Signatures Next Page]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

DEVELOPER:
MSPT XI LLC

By: _____
Name: _____
Its: _____
Date: _____

CITY:
CITY OF KENMORE

By: _____
Name: _____
Its: City Manager
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Kenmore Contract No. 15-C1449

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for
Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Kenmore to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for
Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A
[The Real Property]

Parcels D and E of Kenmore Binding Site Plan, BSP2015-002, recorded February 6, 2015, under Recording No. 20150206000972, in Volume 268 of Plats, pages 54 and 55, records of King County, Washington.

EXHIBIT B
[Approved Site Plan and Phasing Plan]



City of Kenmore Development Services
Findings, Conclusions, and Conditions of Approval
July 16, 2015
Spencer Square Site Plan Approval – File CSP2014-107

I. SUMMARY OF PROPOSAL:

Proposal to construct 3 new buildings with associated parking and site improvements on a 2.34 acre site within the Downtown Commercial (DC) zone. The development will include a 20,000 square foot single-story commercial building; a 5 story mixed use building with structured parking, commercial space at-grade on 68th Ave NE, and 94 residential units on upper floors; a 5,000 square foot restaurant building adjacent to NE 181st Street. Access to the site will be from the existing driveway on NE 181st Street and structured parking access to the mixed use building on 68th Avenue NE. Three existing commercial/retail buildings will be demolished to make way for the development.

II. PROJECT INFORMATION:

Applicant/Owner	MSPT XI LLC 12332 NE 115 th Place Kirkland, WA 98033
Site Address	6728 & 6750 NE 181 st Street
Parcel ID Numbers	3820200020; 3820200030; 3820200010
Site Area	2.34 acres
Zoning	Downtown Commercial (DC)
Environmentally Critical Areas	None
Proposed Uses	Professional/Medical Office; Multifamily; Eating & Drinking; Commercial uses listed as permitted in the DC zone
Surrounding Uses	Multifamily (north) Future Town Green & Pavilion (south) City Hall (east) Retail & Post Office (west)
Number of Dwelling Units	100
Number of Buildings	3
School District	Northshore School District
Water/Sewer	Northshore Utility District
Fire District	Northshore – King County Fire District #16

III. REVIEW PROCESS:

The Site Plan application has been processed as a Type 2 administrative decision pursuant to Kenmore Municipal Code (KMC) 19.25. An associated Development Agreement authorized under KMC 18.110 has been reviewed concurrently with the Site Plan application. Pursuant to KMC 18.110.050.F, an application for a Type 2 land use decision shall be reviewed and processed

concurrently with the Development Agreement. The 7/16/15 final decision on the Site Plan shall become effective on the date that the City Council passes an ordinance for the Development Agreement. A final SEPA determination will be issued upon the effective date of the Site Plan. The Development Agreement, City Manager recommendation on the Development Agreement, and Ordinance #15-0401 is scheduled for City Council consideration on 7/27/15.

The key milestones on the Site Plan application to date are as follows:

- 5/13/15: Application filed.
- 6/10/15: Application determined complete pursuant to KMC 19.25.050.
- 6/18/15: Notice of Application and Optional SEPA Notice with 21 day comment period issued pursuant to KMC 19.25.060.
- 6/24/15: Revised plans and information submitted by applicant.
- 7/7/15: City's first review comments sent to applicant.
- 7/9/15: Notice of Application and SEPA comment period ended.
- 7/16/15: Applicant's response to City's first review comments received.
- 7/16/15: Final decision on the site plan issued.

IV. **FINDINGS AND CONCLUSIONS:**

In accordance with KMC 18.105.050, the City may approve, deny, or approve with conditions an application for a Site Plan. The decision shall be based on the approval criteria stated therein and are intended to be satisfied by the findings, conclusions, and conditions within this report.

The Site Plan application has been reviewed for compliance with the Kenmore Zoning Code (KMC Title 18), the 2009 King County Surface Water Design Manual (KCSWDM) as adopted in KMC 13.35, the 1993 King County Road Standards (KCRS) as adopted in KMC 12.50, and other applicable City regulations.

Departures from Development Standards: Departures from development standards may be requested and approved for properties in the DC zone through the development agreement process provided they are offset by the provision of a benefit to the City of equal or greater value relative to the departure requested. The applicant requested departures from several development regulations which are offset by public benefits related to those identified in both the Development Agreement and the City Manager recommendation to the City Council on the Development Agreement. The Site Plan findings and conclusions reflect the requested departures. However, the development standard departures are subject to Council approval of the Development Agreement.

The following are findings and conclusions:

1. **Property Description**

The site is located directly south of Phase 1 of the Spencer68 multifamily development currently under construction. It fronts 68th Avenue NE on the east, the future Town Green and pavilion building and a portion of NE 181st Street on the south, and Kenmore Camera on the west. The site is relatively flat and contains 3 single-story commercial/retail buildings with paved parking. The building at 6734 NE 181st Street crosses the shared property line with the property planned for the future pavilion building (parcel 3820200040) and will be demolished in conjunction with all other improvements on site. A portion of the grading and parking lot reconfiguration will occur on the Kenmore Camera property (parcel 6181700456) and a portion of the utility and grading work will occur on the Town Green and pavilion site (parcels 3820200040; 3820200050).

2. Kenmore Comprehensive Plan

- a. The Site Plan application has been reviewed for compliance with the adopted policies of the Kenmore Comprehensive Plan. KMC Title 18 “Zoning,” and other applicable City development regulations have been adopted to ensure consistency with and implement the Kenmore Comprehensive Plan. The application is consistent with the following objectives and policies of the Comprehensive Plan, among others not listed:
 - i. Policy LU-5.1.3 of the Downtown Sub-Element of the Comprehensive Plan is to “provide routes for pedestrian, auto, bicycle, transit and truck travel with convenient access to each major destination. Buildings should be close to sidewalks to promote walking and browsing, with parking areas located on the side or rear of buildings.” The development will promote walking by locating buildings close to the new 10 foot wide sidewalks along 68th Avenue NE and by providing a new pedestrian walkway onto the site from 68th Avenue NE. Parking areas will be located on the interior of the site behind, to the sides of, and under the mixed use building.
 - ii. Policy LU-5.2.6 of the Downtown Sub-Element of the Comprehensive Plan is to “promote pedestrian-friendly streets with street furniture and trees. Develop street trees and vegetation standards that unify the Downtown, define Downtown streets, and allow for appropriate business visibility. Incorporate street furniture and art into Downtown street standards, including benches, trash and recycling receptacles, tree grates, street lamps, and other amenities.” The development will provide new 10 foot wide sidewalks on 68th Avenue NE. Other street improvements will include street trees, pedestrian lighting, utility undergrounding, electrical receptacles for street trees, light pole brackets for banners and flower baskets, as well as drip irrigation for street trees and hanging flower baskets.
 - iii. Objective LU-5.4 of the Downtown Sub-Element of the Comprehensive Plan is to “provide housing and commercial development that supports transit.” The residential density will be 43 dwelling units per acre (total of 100 dwelling units) and is within less than one-quarter mile of multiple regional bus transit routes on NE Bothell Way providing service to future residents of the development.

CONCLUSION: The application has been reviewed for compliance with the Kenmore Comprehensive Plan as well as applicable development regulations which implement the policies of the Comprehensive Plan. The application meets the objectives and policies of the Comprehensive Plan.

3. Public Notification & SEPA (KMC 19.25, RCW 43.21C, KMC 19.35)

- a. The application exceeds the categorical exemptions from the State Environmental Policy Act (SEPA) pursuant to KMC 19.35.060 and WAC 197-11-800. A SEPA Environmental Checklist was completed by the applicant and filed with the application.
- b. The Optional Determination of Non-Significance (DNS) process was used to combine the 21 day Notice of Application comment period for the Site Plan application and SEPA comment period pursuant to WAC 197-11-355. The comment period ended 7/9/15. No comments were received during the comment period.
- c. A final Notice of Decision and SEPA DNS will be issued upon the effective date of the Site Plan, following approval of the Development Agreement by the City Council in accordance with KMC 18.110.050.F. The SEPA Environmental Checklist will be attached to the SEPA DNS and mailed

to SEPA agencies in conjunction with Notice of Decision requirements in KMC 19.25.090.

CONCLUSION: The application exceeds the SEPA exemption thresholds. A SEPA Environmental Checklist has been completed and reviewed by the City. A SEPA DNS will be issued in accordance with KMC 19.35 and WAC 197-11. In addition, public notification requirements in KMC 19.25 have been implemented.

4. Downtown Commercial Zone (KMC 18.25)

- a. The site is zoned Downtown Commercial (DC) and will consist of 3 new buildings:
 - i. A mixed use building in the NE corner of the site will contain 1 story of structured parking below the grade of 68th Avenue NE, 1 story of professional/medical office consisting of 19,975 square feet at-grade with 68th Avenue NE, and 4 stories of multifamily residential units with 1 loft level above. These proposed uses are permitted outright in the DC zone pursuant to KMC 18.25.020.
 - ii. Directly south of the mixed use building will be a 1-2 story commercial building with a maximum size of 20,000 square feet. The land uses within this building are yet to be determined, but will be consistent with the permitted uses within the DC zone pursuant to KMC 18.25.020.
 - iii. A single-story restaurant building will be located in the SW corner of the site and will be approximately 5,000 square feet in size. Eating and drinking places are permitted outright in the DC zone pursuant to KMC 18.25.020.
- b. Pursuant to KMC 18.25.020, Table A Footnote #5, multifamily developments fronting on 68th Avenue NE shall have a minimum of 80 percent of the structures street front façade at street level and it shall be occupied by nonresidential uses and shall extend in depth to at least 30 feet. The first floor of the mixed use building will be 154'11" in length and will be at-grade with 68th Avenue NE. Over 80 percent of the total façade at the street level will consist of nonresidential uses (professional/medical office) and will exceed a depth of 30 feet. The mixed use building complies.
- c. The DC zone allows a maximum residential density of 72 dwelling units per acre and a minimum residential density of 36 dwelling units per acre in accordance with KMC 18.25.040. The mixed use building will contain 94 dwelling units, putting the density for the overall development at approximately 40 dwelling units per acre and within the maximum allowable density. The development complies with the maximum allowable residential density.
- d. Pursuant to KMC 18.25.040, the street setback may be a minimum of 0 feet and a maximum of 10 feet. The City may authorize intrusions of structural elements into the public right-of-way, including awnings, columns, bay windows, or others through the design review, site plan review, building permit review, or right-of-way use permit processes, if such intrusions would not impede safe travel by pedestrians, solar access is not significantly diminished, and City liability is limited. The development of the mixed use building will include projections into the 68th Avenue NE right-of-way of up to 4 feet. These projections into the right-of-way are allowed. Projections will not be allowed to be less than 7 feet in vertical clearance. Projections for the commercial and restaurant buildings will be reviewed during the building design review process.
- e. Pursuant to KMC 18.25.040, the minimum interior setback is 0 feet and increases to 20 feet when

the site is adjoining a property zoned R-1 to R-12. The site is not adjoining any R-1 to R-12 zoned properties and complies with the minimum allowable interior property line setback.

- f. The maximum allowable building height for developments providing structured parking is 65 feet in accordance with KMC 18.25.040. Pursuant to KMC 18.30.050.A, building height is measured from the “average finished grade” to the highest point of the roof. The building elevations for the mixed use building indicate the building height will be 75’8”. The proposal to exceed the maximum allowable height is being authorized by the associated Development Agreement.
- g. The allowable base height in the DC zone is 35 feet. Preliminary plans for the commercial and restaurant buildings indicate they will be within the allowable height limit. The final designs and building plans for these buildings will be reviewed for compliance with the allowable height limits.
- h. The maximum allowable impervious surface coverage in the DC zone is 90 percent of the lot area. The proposed impervious surface coverage for the site is 85 percent. The impervious surface coverage complies.

CONCLUSION: The application has been reviewed for compliance with the DC zone development standards and will comply with the applicable development standards. Departures from the DC zone development standards have been identified as part of the associated Development Agreement and approval of such departures are subject to final approval of the Development Agreement.

5. Landscaping (KMC 18.35)

- a. The development is subject to the landscape requirements in KMC 18.35. A conceptual landscape plan (Dahlin, dated received 7/16/15) was submitted and reviewed as part of the Site Plan application.
- b. The conceptual landscape plan provides an amount of landscaping on the site which meets the minimum requirements pursuant to KMC 18.35.045. However, the applicant has requested a departure from the landscape standards with regard to the landscape locational requirements. A detailed plan identifying the final code departures has yet to be submitted. Departures from locational requirements will be authorized by the Development Agreement on the condition that a final detailed landscape plan identifying plant types, quantities, locations, etc. will be required to be submitted during engineering/building permit review and that landscape locations will generally need to comply with the conceptual plans submitted to date.

CONCLUSION: The application has been reviewed for compliance with landscape requirements outlined in KMC 18.35 and will comply with applicable standards. Departures from the landscape requirements have been identified as part of the associated Development Agreement and approval of the departure is subject to final approval of the Development Agreement.

6. Downtown Design Standards (KMC 18.52)

- a. The site is subject design review under the Downtown Design Standards pursuant to KMC 18.52.070. Applications subject to design review shall be reviewed and processed following the permit procedures for the primary permit application consistent with KMC 19.25, as stated in KMC 18.52.075.A. Design review for the site plan and mixed use building was conducted concurrently with the Site Plan application. As authorized by the Development Agreement, design review for the commercial building and the restaurant building will occur at the time of

building permit submittal for each respective building and will require compliance with KMC 18.52 and the associated provisions of the Development Agreement prior to building permit issuance.

- b. The site is located within the “northwest quadrant” of the downtown subarea. As required in KMC 18.52.100.B.1, through block connections are required in the northwest quadrant. A pedestrian walkway will be provided north from the Town Green/NE 181st Street and will connect to the existing pedestrian staircase for the adjacent Spencer 68 apartments. A walkway will also be provided on 68th Avenue NE abutting the south side of the mixed use building and will provide an east-west walkway onto the site. The walkway will extend through the site where it will intersect with the north-south walkway and connect with the existing walkway extending through the adjacent Kenmore Camera site. The proposed pedestrian walkways comply with design standards.
- c. Minimum pedestrian walkway (not including sidewalks on the perimeters of the site) widths for buildings greater than 3 stories in height is 8 feet, while the minimum average width is 12 feet in accordance with KMC 18.52.100.B.2.b. As shown on the site plan, the proposed pedestrian walkways abutting the mixed use building will vary from 8-18 feet in width. The minimum walkway width of 8 feet will be satisfied. A request to deviate from the average width of 12 feet has been requested and is authorized by the Development Agreement. Walkways throughout the remainder of the site will vary between 6-15 feet in width. Minimum pedestrian walkway widths comply.
- d. A conceptual level of detail has been submitted for lighting elements to demonstrate compliance with the lighting standards in KMC 18.52.140. Lighting will be provided with a combination of pedestrian-scaled lighting (e.g. bollards, in-ground lighting), while additional lighting will be provided on the buildings, throughout the parking lot, and on the site’s frontage in the form of street lighting. A final comprehensive lighting plan will be required during building/engineering permit review and will be required to comply with minimum lighting standards in KMC 18.52.140.
- e. Outdoor service and storage areas, mechanical equipment, and trash enclosures are required to comply with the screening requirements in KMC 18.52.200. Additional detail to verify compliance with applicable screening requirements will be required on subsequent architectural and civil plans. Final review for compliance with the screening requirements will occur during building/engineering permit review.
- f. Corner feature elements described in KMC 18.52.210.A.3 are required at the intersection of the mixed use building and the pedestrian walkway entering the site from 68th Avenue NE (abutting the mixed use building). The site plan identifies features to demonstrate compliance with these standards. Final construction plans will be verified to ensure compliance with the corner feature requirements.
- g. KMC 18.52.230 requires that structured parking be visually integrated into a building. The mixed use building elevations generally demonstrate compliance with the structured parking design requirements. Final building plans will be reviewed for compliance with the structured parking requirements prior to building permit issuance.
- h. Blank walls and side walls shall be detailed or treated architecturally to maintain visual interest. Additional details related to the interim condition between phases on the pedestrian walkway and stairs abutting the mixed use building and the west elevation of the mixed use building will be

required during engineering/building permit review to ensure compliance with blank wall and side wall screening.

- i. Weather protection is required pursuant to KMC 18.52.290. Weather protection is being provided on the mixed use building's property frontage abutting 68th Avenue NE. The applicant has requested a departure from the weather protection standards as part of the Development Agreement, but the extent of the departure has not been identified by the applicant. Canopies have been identified on the building elevations, and will be required to be incorporated into the final project design and provide adequate weather protection to the maximum extent feasible as determined by the City. Departures from weather protection requirements is authorized by the Development Agreement.
- j. The applicant has requested a departure from the building materials requirements in KMC 18.52.300 as part of the Development Agreement. Departures from the building materials requirements is authorized by the Development Agreement.
- k. Pursuant to KMC 18.52.310, buildings over two stories in height are required to provide upper level stepbacks. A departure from this standard is authorized by the Development Agreement.
- l. Horizontal building modulation at a depth of at least 6 feet is required on facades over 100 feet in length. While the mixed use building provides modulation in the form of recesses, balconies, and overhangs, it does not meet the minimum 6 foot depth. The preliminary building elevations do not provide sufficient detail to identify the modulation depth, however the applicant has indicated that portions of the building will overhang up to 4 feet. A departure from this standard is authorized by the Development Agreement.

CONCLUSION: The application was reviewed for compliance with KMC 18.52. The application complies with the applicable standards provided in the Downtown Design Standards, KMC 18.52. Departures from the Downtown Design Standards have been identified and are authorized subject to final approval of the associated Development Agreement.

7. Road Standards, Traffic, & Parking (KMC 12.50, 1993 KCRS, & KMC 18.40)

- a. The portion of 68th Avenue NE fronting the site is classified as a downtown collector arterial (urban) street which requires a minimum 44 foot pavement width, vertical curb and gutter, 10 foot sidewalk utilizing a 2 foot by 2 foot scoring pattern, irrigated tree wells at the back of curb at 40 foot on center with above ground electrical receptacles, specialized street lighting with banner brackets, specialized pedestrian lighting with hanging flower pot brackets, undergrounded utilities, and a full-width 2 inch overlay for the entire length of the project frontage.
- b. The curb line along the City Hall site across 68th Avenue NE to the east may vary in width to exceed 44 feet total pavement width, however, the development shall align the face of curb 22 feet off of the right-of-way centerline; this placement would align with the current (and future) alignment of the curb to the south.
- c. The portion of 68th Avenue NE abutting the development site shall be improved to City standards except that the curb face shall be placed 22 feet west of the right-of-way centerline.
- d. A right-of-way dedication along 68th Avenue NE will be required for the development to meet the minimum right-of-way width. The new right-of-way line shall be drawn at the back of the required frontage improvements.

- e. The 68th Avenue NE improvements shall generally be consistent with the improvements on the City Hall site on the east side of the 68th Avenue NE.
- f. The applicant has provided a Traffic Impact Analysis (TIA) (prepared by Transpo Group dated received 5/13/15) which is in alignment with the previous report for the Spencer 68 development to the north (CSP2013-073) and includes a Level of Service analysis of the intersection of 67th Avenue NE and 181st Street NE, an independent impact fee calculation, and shared parking analysis. The City takes no exception to the report's findings.
- g. The TIA (Transpo, dated received 5/13/15) demonstrates the development impacts to 67th Avenue NE and NE 181st Street will maintain an acceptable Level of Service with the current configuration of one travel lane in each direction at each leg of the stop-controlled intersection.
- h. The applicant requested a departure from all minimum parking requirements in KMC 18.40. The development is not subject to parking minimums as authorized by the Development Agreement.
- i. All parking stalls and access aisles shall comply with KMC 18.40.110; compliance with these regulations shall be verified during engineering permit review.
- j. Per KMC 18.40.030.E, the development shall provide 1 bicycle parking space per every 12 vehicle parking spaces and 1 indoor bicycle parking space per 2 apartment units, unless otherwise reduced or waived by the City Manager. Bicycle parking requirements will be conditioned to be verified during engineering permit review.
- k. The TIA (Transpo, dated received 5/13/15) demonstrates the development will generate 28 new PM peak-hour trips compared to the previous use. Accordingly, the development shall be required to pay traffic impact fees for 28 trips in accordance with KMC 20.47.120. The per trip fee value and timing of payment shall be in accordance with the associated Development Agreement.

CONCLUSION: The application was reviewed for compliance with the road standards and parking requirements as outlined in the 1993 KCRS, KMC 12.50, and KMC 18.40. The application complies with applicable standards. Departures from the standards have been identified as part of the associated Development Agreement and are authorized subject to final approval of the development agreement.

8. Surface Water (KMC 13.35 & 2009 KCSWDM)

- a. Based on the project scope the project will require Full Drainage Review per KMC 13.35 and 2009 King County Surface Water Design Manual (KCSWDM).
- b. The applicant has submitted conceptual civil plans and Preliminary Technical Information Report (TIR) (BlueLine, dated received 7/16/15) to demonstrate that the project will comply with drainage requirements.
- c. The development has proposed to address *KCSWDM Core Requirement #3: Flow Control* by utilizing the *direct discharge exemption* per KCSWDM page 1-37. The project is an adequate candidate for use of the exemption but additional calculations to verify the downstream capacity is adequate for full build out conditions are still needed. Additional information is required and shall be reviewed in further detail prior to engineering permit approval. If, for any reason, the project cannot demonstrate full compliance with the requirement for the *direct discharge*

exemption, a flow control facility designed to meet Level 2 flow control standards will be required.

- d. The development is a “redevelopment” project which will result in more than 5,000 new plus replaced pollution generating impervious surface and that drains to a major receiving water as defined in *KCSWDM Table 1.2.3.B*. Accordingly, per the Intent section on KCSWDM page 1-68, the project must provide a water quality treatment facility meeting the requirements for *Basic Water Quality Treatment* per KCSWDM 1.2.8.1.A.
- e. The development is a non-subdivision project which will be subject to the Flow Control Best Management Practice (BMP) Requirement per KCSWDM 5.2 and the applicant has provided a preliminary design which fully complies with the requirement. However, upon further review and information regarding contaminated soils on the adjacent parcel to the west, the City determined it is best to limit and restrict infiltration on the development site. Accordingly, the development will not be required to meet the *Flow Control BMPs Requirement* per KCSWDM 5.2. For additional information refer to the memo from City of Kenmore Civil Engineer Zack Richardson, PE, dated 6/30/15.

CONCLUSION: The application was reviewed for compliance with KMC 13.35 and the 2009 KCSWDM. The application will be conditioned to be reviewed for final compliance during construction permit review.

9. Fire Protection & Emergency Access (KMC Title 15 & KMC 18.45)

- a. Fire protection and emergency access requirements are outlined in KMC 18.45.080 and KMC Title 15. The Northshore Fire District Fire Marshal reviewed the application for compliance with applicable requirements and determined the application complies (exhibit 23).
- b. The application will be conditioned so that a final Fire Marshal review of construction plans will occur prior to issuance of any construction permits to ensure the development and buildings within the development comply with necessary fire protection and emergency access requirements.

CONCLUSION: The application meets the requirements for emergency access and applicable fire protection requirements. The application will be conditioned so that applicable fire protection and emergency access standards are incorporated into necessary plans and verified prior to project completion.

10. Water & Sewer (KMC Title 13 & KMC 18.45)

- a. The Northshore Utility District will serve the site with water and sewer. The application was reviewed for compliance with KMC 18.45.030 and 18.45.040 for adequate water and sewer services. Certificates of water and sewer availability were completed by the Northshore Utility District for the development and note that adequate water and sewer is available to serve the development.
- b. Sewer and water developer extensions with the Northshore Utility District will be required. Sewer service for the existing buildings, including the adjacent Kenmore Camera building, are provided by a common 6 inch side sewer. The stubs for the existing buildings to be demolished will need to be located and capped outside of the building. The 6 inch common line will need to remain in service for Kenmore Camera or will need to be re-routed during construction. New water and

sewer extensions are depicted on the preliminary utility plan and will include extensions through the future Town Green site to the south and connecting into the main lines in the NE 181st Street right-of-way. The application will be conditioned so that final water and sewer requirements will be identified during construction permit review.

CONCLUSION: The application meets the water and sewer requirements in KMC Title 13 and KMC 18.45. The application will be conditioned to ensure all requirements related to water and sewer are met prior to completion of the project.

11. Schools

- a. Residents living within the mixed use building will be served by the Northshore School District. The site plan was sent to the school district for review and completion of a Request for School Information form. According to the school district, all school-aged children will be expected to walk to the school bus stop located at the intersection of NE 185th Street and 68th Avenue NE.
- b. The Northshore School District notes that safe walking pathways to schools and bus stops are essential. Walking pathways will be provided from the mixed use building to the school bus stop location via new and existing sidewalks along 68th Avenue NE and the crosswalk at the intersection of NE 182nd Street and 68th Avenue NE. The crosswalk is delineated with pavement markings, signage, and flashing lights. As part of the development, 68th Avenue NE will be re-stripped and the turn lane at the crosswalk location will be eliminated, narrowing the roadway section to travel lanes thereby limiting the number of lanes children must cross. The new sidewalks and re-striping to be completed as part of the development, in conjunction with existing walking conditions to the school bus stop location, provide acceptable walking paths for school-aged children.

CONCLUSION: The development will be served by the Northshore School District. A combination of new improvements to be completed as part of the development and existing public sidewalks in the project vicinity will provide adequate walking paths for school-aged children walking to the school bus stop at the intersection NE 185th Street and 68th Avenue NE.

V. **CONDITIONS OF APPROVAL:**

Based upon the above Findings and Conclusions, the above referenced Site Plan application complies with KMC Title 18, as well as other adopted City regulations. The Site Plan application is hereby **approved**, subject to the following conditions:

A. General Conditions

1. The Site Plan approval shall not become effective until the City Council passes an ordinance authorizing the associated Development Agreement to be executed.
2. Departures from development regulations are subject to approval of the associated development agreement.
3. Separate City permits are required prior to beginning any construction activity and shall include, but not be limited to, engineering permit for all site work and a building permit for each proposed structure on the site. All construction permit plans shall comply with the approved site plan, conditions of approval, and the Development Agreement. Revisions and/or modifications to the site plan or construction permits shall be consistent with KMC 18.105, KMC 19.25.080, and as otherwise may be authorized by the Development Agreement.

4. Unless otherwise authorized by the Development Agreement, all engineering and building permit plans shall comply with the minimum required development standards of the DC zone.
5. Site Plan approval does not limit the applicant's responsibility to obtain any required permit or license from the State or other regulatory body.

B. Conditions of Approval Required for Engineering and/or Building Permit Issuance

1. The project shall comply with all provisions of Full Drainage Review per KMC 13.35 and the 2009 King County Surface Water Design Manual as adopted by the City.
2. Prior to engineering permit approval, the applicant shall provide additional calculations to demonstrate the development has met all requirement of the direct *discharge exemption* per KCSWDM page 1-37. If the development cannot demonstrate full compliance with the requirement for the exemption, a flow control facility designed to meet *Level 2 flow Control Standard* per KCSWDM 1.2.3.B will be required.
3. The development shall provide a water quality treatment facility meeting the requirements for *Basic Water Quality Treatment* per KCSWDM 1.2.8.1.A.
4. The portion of 68th Avenue NE which fronts the development site shall be improved to provide a of minimum 22 feet of pavement measured between the face of curb and right-of-way centerline, vertical curb and gutter, 10 foot sidewalk utilizing a 2 foot by 2 foot scoring pattern, irrigated tree wells at the back of curb at 40 feet on center with above ground electrical receptacles, specialized street lighting with banner brackets, specialized pedestrian lighting with hanging flower pot brackets, drip irrigation for flower pots, undergrounded utilities, and a full-width 2 inch overlay for the entire length of the project frontage.
5. All parking stalls and access aisles shall comply with KMC 18.40.110; compliance with these regulations shall be verified during engineering permit review.
6. Per KMC 18.40.030.E, the development shall provide 1 bicycle parking space per every 12 vehicle parking spaces and 1 indoor bicycle parking space per 2 apartment units unless otherwise reduced or waived by the City Manager.
7. Copies of all easements and/or written property owner permissions for all off site work shall be submitted to the City prior to beginning any construction activities within off site locations.
8. No projections or obstructions with a vertical clearance less than 7 feet will be permitted within public walkways and/or right-of-ways.
9. All construction details and/or specifications of design elements shall be provided during engineering and/or building permit review as necessary to demonstrate compliance with required Downtown Design Standards in KMC 18.52 and to ensure construction of such elements.
10. The mixed use building plans shall comply with the approved building elevations and project renderings and shall incorporate all required features and elements required for compliance with the Downtown Design Standards in KMC 18.52, except for those departures authorized by the Development Agreement.

11. All pedestrian walkway requirements in KMC 18.52.100 and those identified on the approved site plan shall be incorporated into final engineering/building permit plans.
12. A final lighting plan in compliance with the minimum lighting standards in KMC 18.52.140 shall be approved prior to engineering/building permit issuance.
13. Final screening of outdoor service and storage areas, mechanical equipment, and trash enclosures shall be identified on all applicable plans and meet the screening requirements in KMC 18.52.200.
14. Parking garage integration requirements in KMC 18.52.230 shall be incorporated into the engineering/building plans.
15. Weather protection shall be provided pursuant to KMC 18.52.290 to the maximum extent feasible as determined by the City.
16. Engineering and building plans shall address blank wall screening requirements in KMC 18.52 as necessary to screen blank walls throughout the development site.
17. A final landscape plan shall be filed for review as part of the engineering/building permit review. The plan shall provide the minimum required amount of landscaping pursuant to KMC 18.35 and shall be consistent with the approved site plan and deviations to locational requirements authorized by the Development Agreement.
18. The applicant is responsible for payment of park impact and traffic impact fees as identified and authorized by the Development Agreement.
19. Engineering and building plans shall be reviewed for compliance with emergency access, fire alarm, and fire sprinkler requirements.
20. The applicant shall coordinate directly with the Northshore Utility District for final water and sewer requirements.

C. Conditions of Approval Required Prior to Certificate of Occupancy

1. Minimum required improvements, as identified by the City, associated with each building and phase shall be installed and approved by the City prior to issuance of a certificate of occupancy or temporary certificate of occupancy on each building.
2. The required right-of-way dedication on the 68th Avenue NE property frontage shall be completed and recorded prior to issuance of any final certificate of occupancy.
3. All required landscaping and elements required as part of the compliance with KMC 18.52, Downtown Design Standards, shall be completed and approved by the City prior to final certificate of occupancy.
4. Compliance with the bicycle parking requirements shall be verified prior to issuance of any final certificate of occupancy.
5. All fire department conditions related to emergency access, fire sprinklers, and fire alarms shall

be satisfied for each certificate of occupancy issued for each building within all phases. All final fire department conditions shall be satisfied prior to final certificate of occupancy for any phase.

6. Final approval from the Northshore Utility District (NUD) shall be provided for all required water and sewer improvements prior to issuance of a final certificate of occupancy.

VI. APPEALS:

Pursuant to KMC 18.110.050.F, the final decision of the Development Services Director on the Site Plan and SEPA Determination shall become effective on the date that the City Council passes the ordinance for the Development Agreement. The period for appealing such final decision, as provided in KMC 19.25.020, shall commence on the date that the City Council passes such ordinance.

In accordance with KMC 19.25.020, the Site Plan decision and/or SEPA Determination may be appealed to the City of Kenmore Hearing Examiner. A Notice and Statement of appeal must be filed with the Kenmore City Clerk within 21 days from the effective date of this decision. The Notice and Statement of appeal shall state: 1) Specific reasons why the decision should be reversed or modified; and 2) The harm suffered or anticipated by the appellant and the relief sought. The scope of an appeal shall be based on matters or issues raised in the Statement of Appeal. Failure to file a Notice and Statement of appeal deprives the Hearing Examiner jurisdiction to consider the appeal.

The Notice and Statement of appeal must be submitted to the City Clerk at Kenmore City Hall no later than 21 days from the effective date (noted below), and be accompanied with a filing fee of \$125 payable to the City of Kenmore.

Date of Site Plan Administrative Decision: July 16, 2015

Decision issued by:

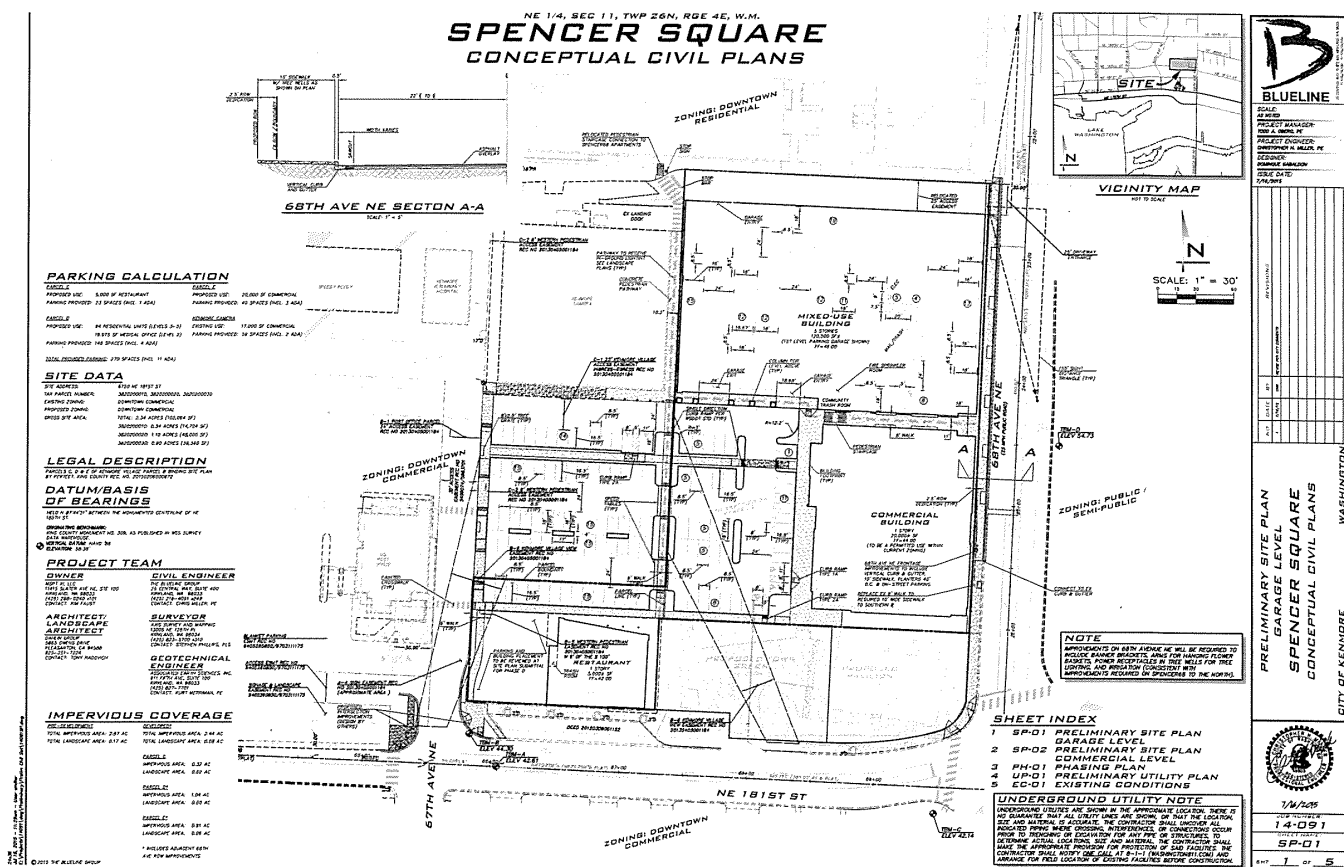


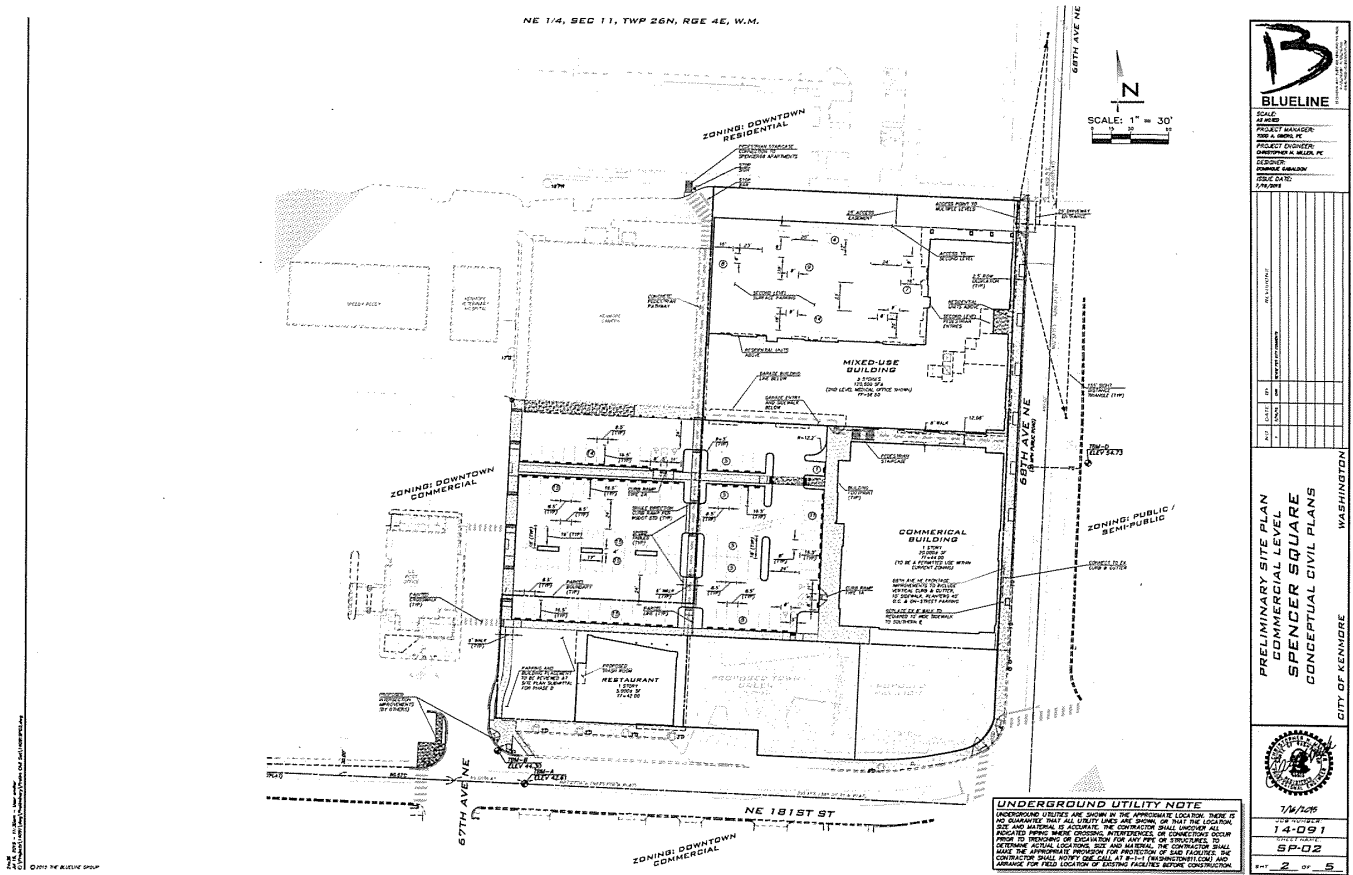
Bryan Hampson
Development Services Director

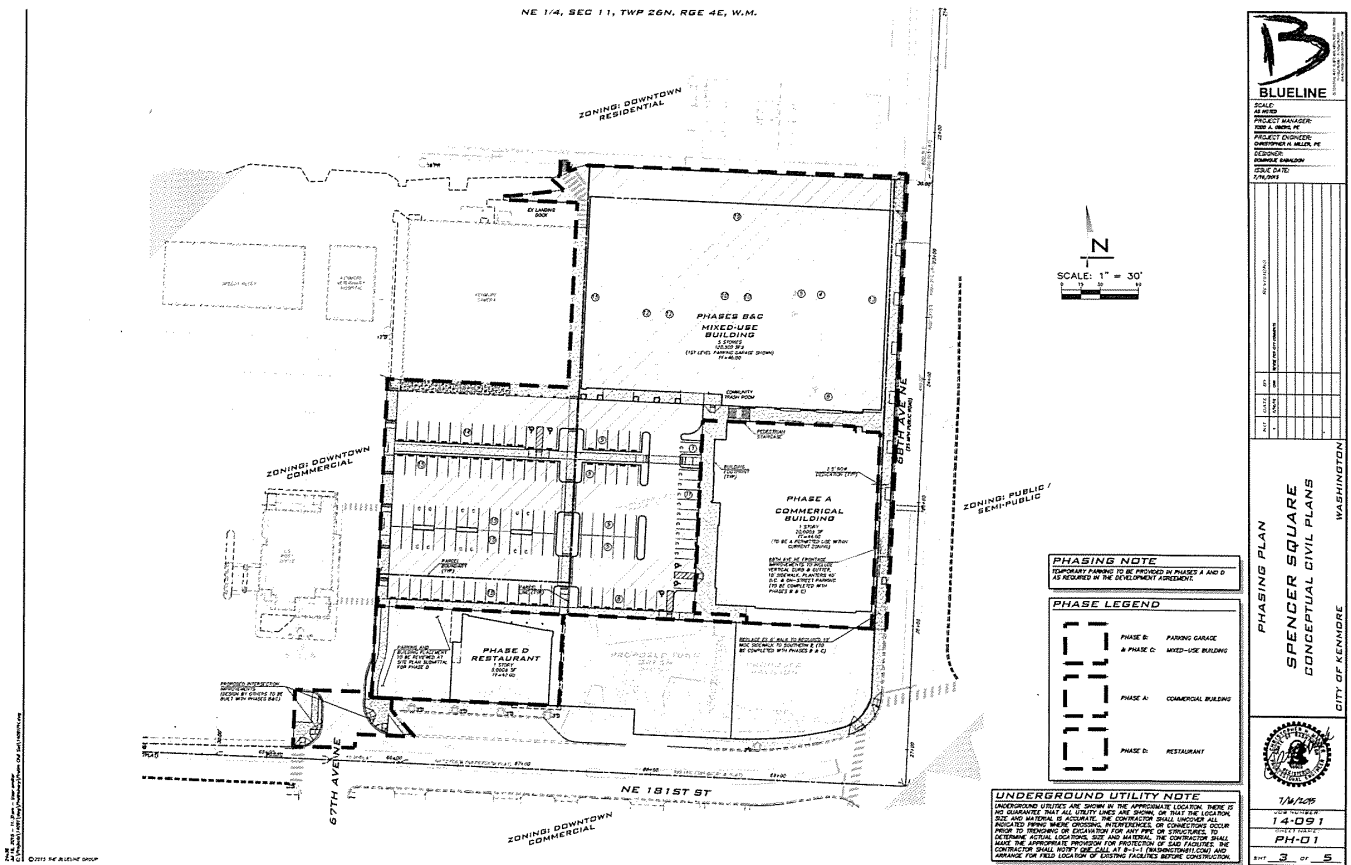
Development Agreement Ordinance: #15-0401

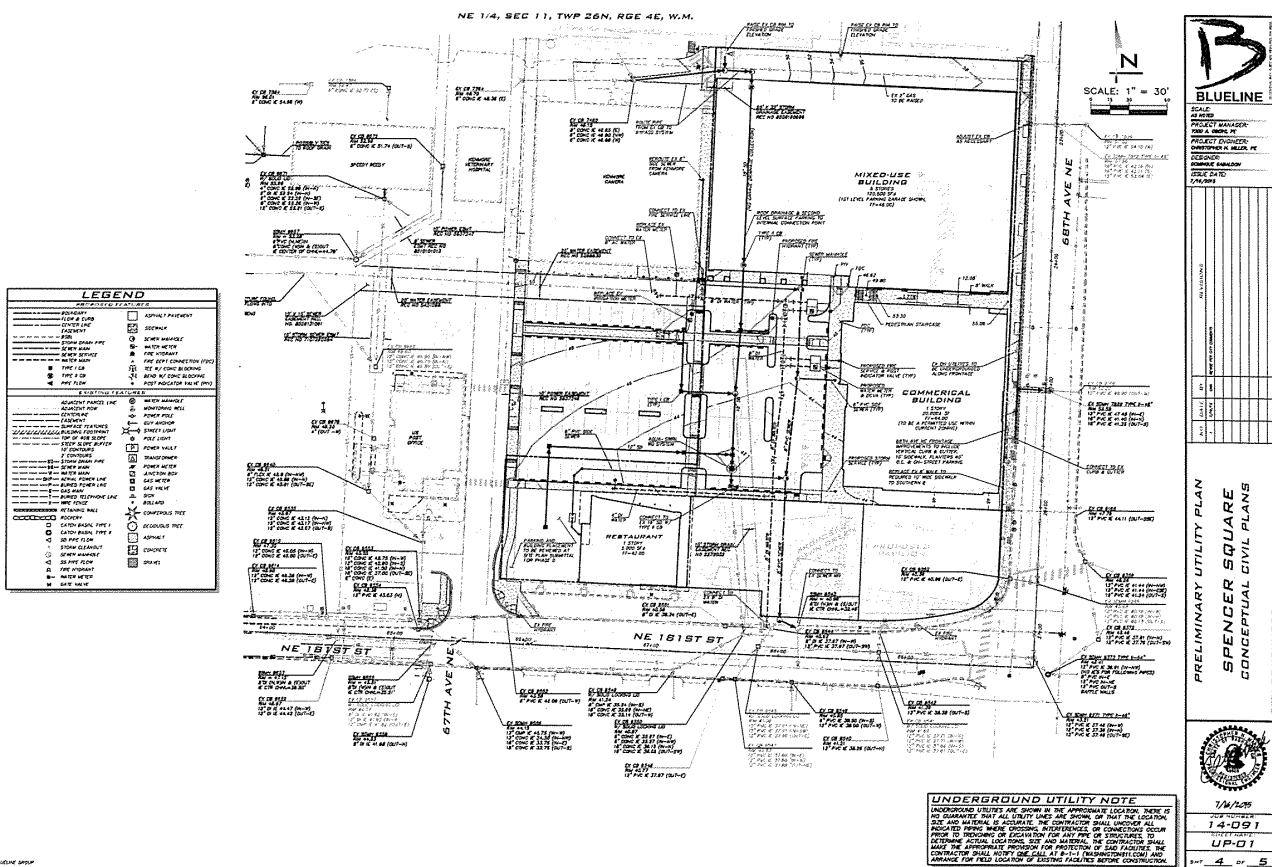
Effective Date of Site Plan Approval and SEPA Determination: _____

Site Plan and SEPA Determination Appeal Deadline (21 days after effective date): _____









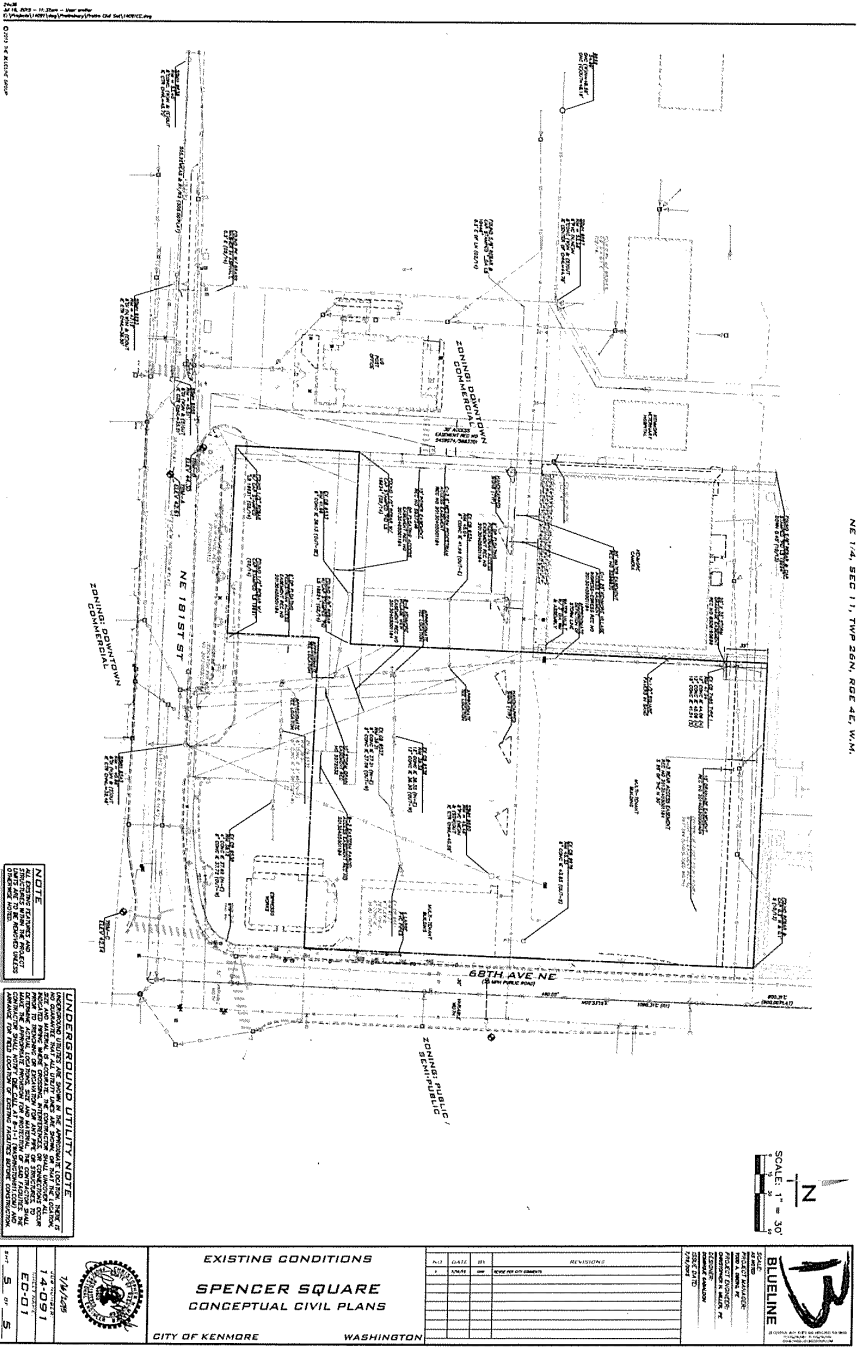


EXHIBIT C
[Certificate of Satisfaction Form]

AFTER RECORDING, PLEASE RETURN TO:

City of Kenmore
Attn: City Manager
P.O. Box 82607
Kenmore, WA 98028

CERTIFICATE OF SATISFACTION

Grantor(s): City of Kenmore, a Washington municipal corporation
Grantee(s): MSPT XI LLC, a Washington limited liability company
Short Legal Description: *[insert short legal]*
[Complete legal description on Exhibit A]
Assessor's Property Tax Parcel/Account Number(s): *[insert]*
Reference Number(s) of Document(s) Released: *[insert after recording of Memorandum of Development Agreement]*

This CERTIFICATE OF SATISFACTION ("Certificate") is issued as of the ____ day of _____, 20__, by the CITY OF KENMORE, a Washington municipal corporation ("City"), to MSPT XI LLC, a Washington limited liability company, and/or its successors and assigns ("Developer"), pursuant to the Development Agreement referenced below.

RECITALS

A. Reference is made to that certain Memorandum of Agreement of Development Agreement By and Between the City of Kenmore and MSPT XI LLC, for the Spencer Square Development entered as of *[date]*, recorded *[date]* (the "Development Agreement"), under Recording No. *[#####]* (the "Memorandum"). Capitalized terms used and not defined herein shall have the meanings assigned thereto in the Development Agreement.

B. Simultaneously with its execution of the Development Agreement, the City approved the Site Plan Application for the Project in the form of Exhibit B to the Development Agreement. Phase ____ of the Project encompasses the property legally described in attached Exhibit 1 hereto (the "Property").

78782-0020/LEGAL126889929.1

C. This Certificate is being delivered by City in accordance with, and as required by, Section 8.4(a) of the Development Agreement.

NOW THEREFORE, City hereby acknowledges that, as of the date hereof, the City has issued a certificate of occupancy for Phase ___ of the Project and that the City is satisfied that each condition set forth in the Development Agreement relating to the design and construction of such phase has been satisfied. This Certificate of Satisfaction is issued solely for the purposes stated in Section 8.4(a) of the Development Agreement, is issued solely to Developer and not to or for the benefit of any other person, and does not constitute a representation or warranty by the City for any other purpose.

Notwithstanding this Certificate of Satisfaction, Section 14 of the Development Agreement provides for survival of certain covenants as between City and Developer, and nothing in this Certificate of Satisfaction affects such survival.

[Signature Page Follows]

EXHIBIT 1

Legal Description of Phase __

78782-0020/LEGAL126889929.1

EXHIBIT D
[Notice of Termination]

AFTER RECORDING RETURN TO:

City of Kenmore
Attn: City Manager
P.O. Box 82607
Kenmore, WA 98028

**NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF KENMORE AND MSPT XI LLC
FOR THE SPENCER SQUARE DEVELOPMENT**

Grantor(s): City of Kenmore, a Washington municipal corporation
Grantee(s): MSPT XI LLC, a Washington limited liability company
Short Legal Description: *[insert short legal]*
[Complete legal description on Exhibit A]
Assessor's Property Tax Parcel/Account Number(s): *[insert]*
Reference Number(s) of Document(s) Released: *[insert after recording of Memorandum of Development Agreement]*

By Memorandum of Agreement of Development Agreement entered as of *[date]*, recorded *[date]*, under Recording No. *[#####]* (the "Memorandum"), Grantor and Grantee gave notice of their entry into that certain Development Agreement By and Between the City of Kenmore and MSPT XI LLC, for the Spencer Square Development, dated as of the ____ day of _____, 2015 (the "Development Agreement"), affecting the real property described on Exhibit A hereto (the "Property").

Pursuant to Section 13.3 of the Development Agreement, "[t]his Agreement shall terminate upon the expiration of the term identified in Section 6 or upon issuance of the certificate of occupancy for the final phase of the Project, whichever first occurs. Upon the occurrence of either event identified in the immediately preceding sentence, the City shall record a notice of termination in a form substantially similar to that notice attached as Exhibit E." Grantor and Grantee *[or, if and as appropriate, successor/assign]* agree that *[describe the first occurring event]* occurred as of *[date]*. Accordingly, this

-1-

78782-0020/LEGAL126889872.1

Memorandum of Agreement provides notice of record that the Development Agreement has been fully terminated as of the date hereof. Notwithstanding this notice of termination, Section 14 of the Development Agreement provides for survival of certain covenants as between City and Developer, and nothing in this notice affects such survival. Except as to such surviving terms, the Development Agreement is of no force or effect as to the Property, and no longer encumbers or otherwise affects the Property.

Dated: _____

CITY OF KENMORE,
a Washington municipal corporation

[form only; not for execution]
By: _____
Its: City Manager

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the CITY MANAGER of CITY OF KENMORE, a Washington municipal corporation, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

Print Name: _____

Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

EXHIBIT A

Legal Description

78782-0020/LEGAL126889872.1

-4-

EXHIBIT E
[Project Renderings]

PROJECT DATA

PARKING

GARAGE PARKING 106 SPACES
SURFACE PARKING 42 SPACES

FLOOR AREA

GARAGE	37,836 SF
1ST FLOOR	21,679 SF
COMMERCIAL	19,868 SF
RESIDENTIAL	821 SF
CIRCULATION	990 SF
2ND-4TH FLOOR	23,544 SF
5TH FLOOR	23,072 SF
LOFT FLOOR	2,600 SF

TOTAL AREA 155,819 SF

UNIT TYPE

STUDIO	20
ONE BEDROOM	52
TWO BEDROOMS	18
THREE BEDROOMS	4

TOTAL UNITS 94

STREET FRONT FACADE RATIO

COMMERCIAL FRONT FACADE RATIO
= 130.5 FEET / 156 FEET = 83.6%
RESIDENTIAL FRONT FACADE RATIO
= 25.5 FEET / 156 FEET = 16.4%

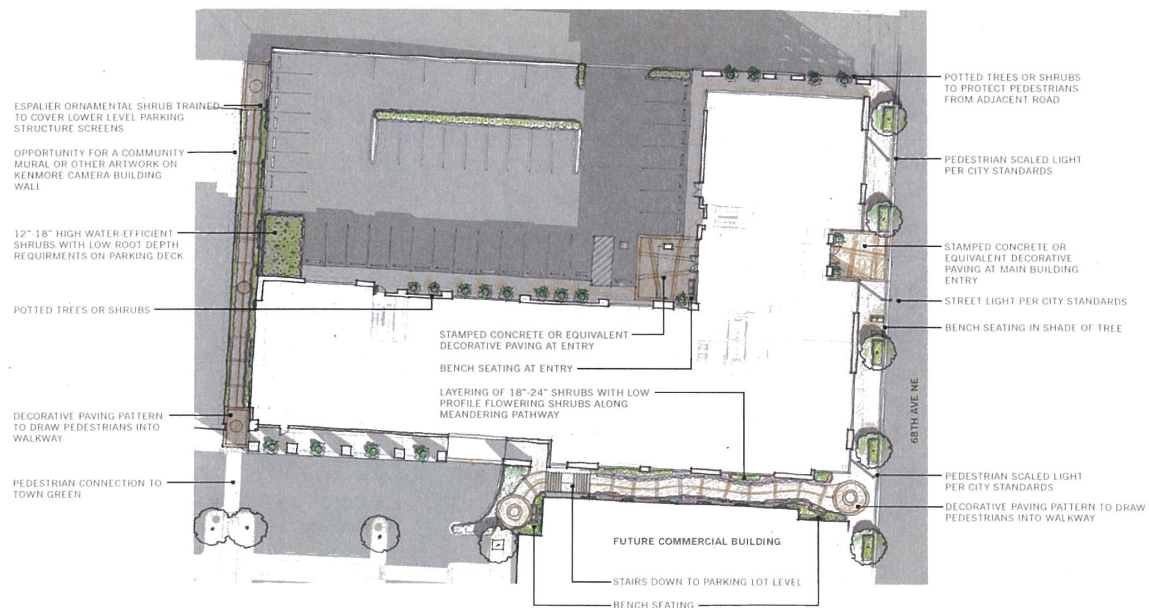


SPENCER SQUARE
KENMORE, WA | MSPT XI LLC

DAHLLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLLIN
group
SITE PLAN
0 16 32 64
NTS

A1



SPENCER SQUARE KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLIN
group
LANDSCAPE PLAN

A2

0 15 30 60
NTS





SPENCER SQUARE

KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLIN
group
NORTH/SOUTH
WALKWAY
NTS

A4



VIEWS



CONTEXT



WALKABLE STREETS

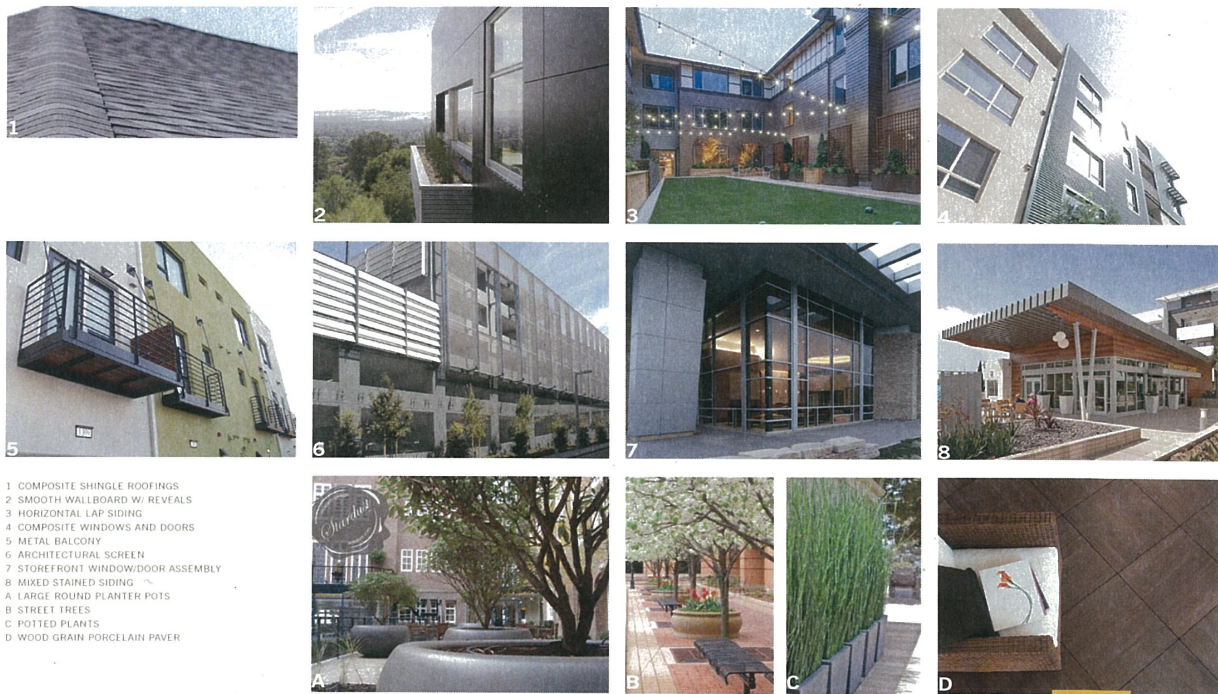
SPENCER SQUARE

KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLIN
group
PROJECT VISION

A5



WALKABLE STREETS

A6

SPENCER SQUARE
KENMORE, WA | MSPT XI LLC

DAHIN
group
PROJECT VISION

DAHIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015



SPENCER SQUARE

KENMORE, WA | MSPT XI LLC

DAHIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHIN
group

A7

NORTH EAST VIEW



SPENCER SQUARE

KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLIN
group
SOUTH EAST VIEW

A8



SPENCER SQUARE

KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLIN
group
SOUTH WEST VIEW

A9



SPENCER SQUARE

KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLIN
group

A10

FRONT ENTRY VIEW



68TH STREET ELEVATION

SPENCER SQUARE

KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLIN
group
STREESCAPE

A11

0 16 32 64
1/16"=1'-0" SCALE





68TH STREET ELEVATION

ELEVATION KEYNOTES

- 1 COMPOSITE SHINGLE ROOFINGS
- 2 SMOOTH WALLBOARD W/ REVEALS
- 3 HORIZONTAL LAP SIDING
- 4 COMPOSITE WINDOWS AND DOORS
- 5 METAL BALCONY
- 6 ARCHITECTURAL SCREEN
- 7 STOREFRONT WINDOW/DOOR ASSEMBLY
- 8 MIXED STAINED SIDING



SOUTH ELEVATION

SPENCER SQUARE

KENMORE, WA | MSPT XI LLC

DAHLYN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

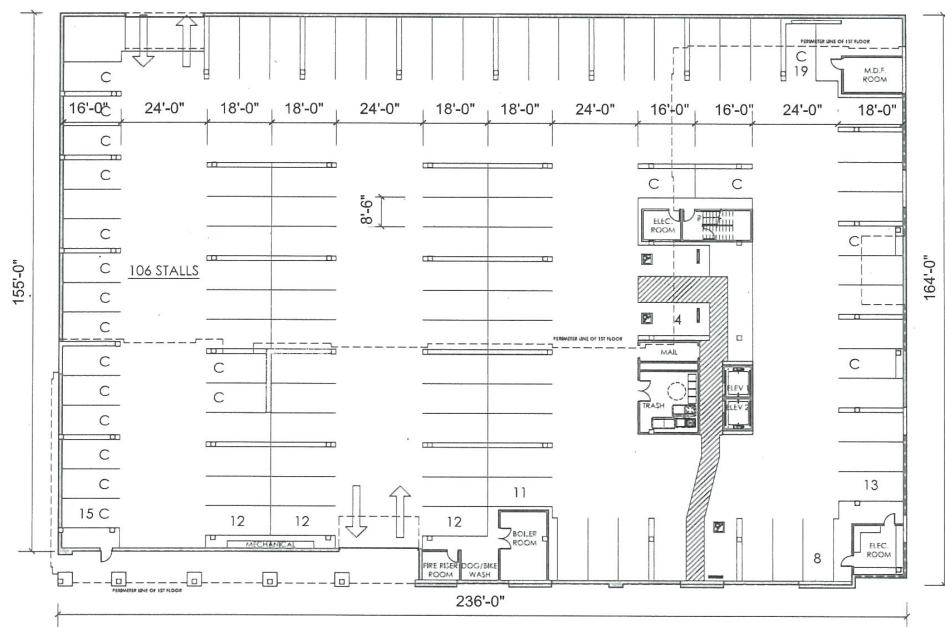
DAHLYN
group
ELEVATIONS

A12

0 16 32 64
1/16"=1'-0" SCALE



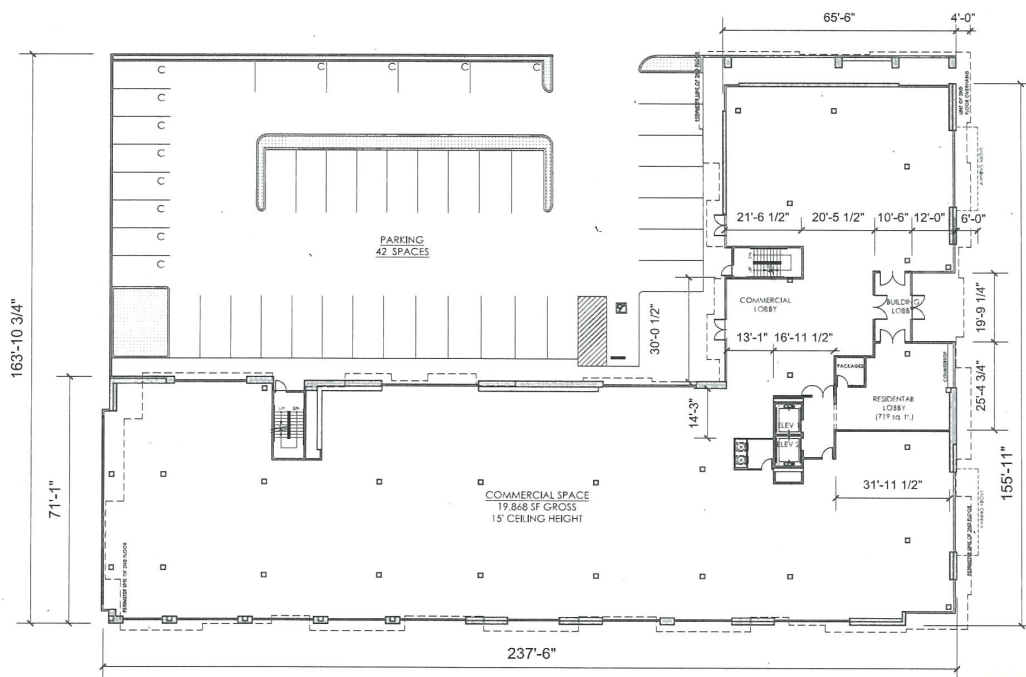




SPENCER SQUARE
KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

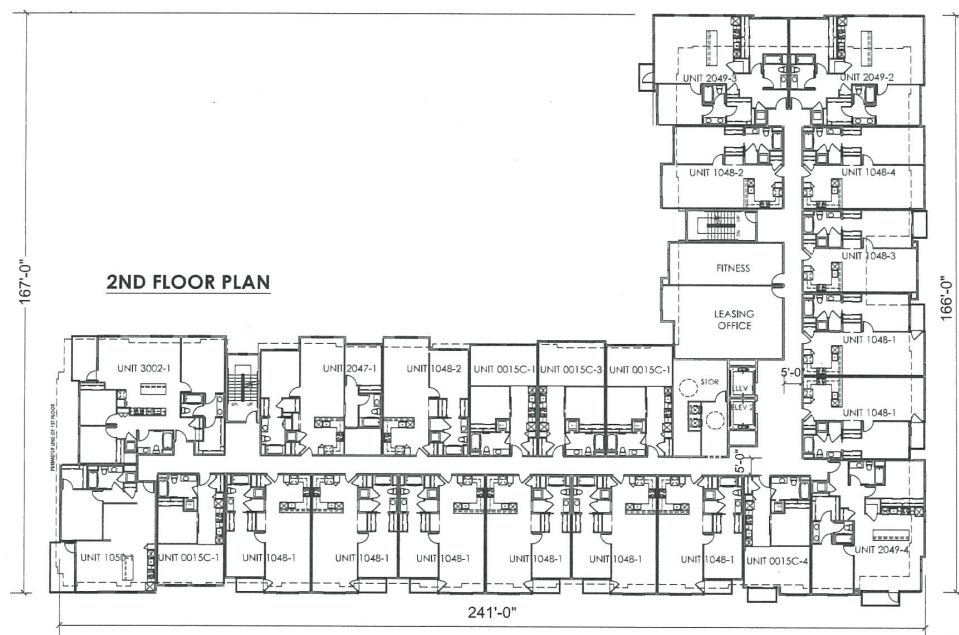
DAHILIN
group
A14
BUILDING GARAGE PLAN
0 32/3 64/3 128/3
3/32"=1'-0" SCALE



SPENCER SQUARE
KENMORE, WA | MSPT XI LLC

DAHLINE GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

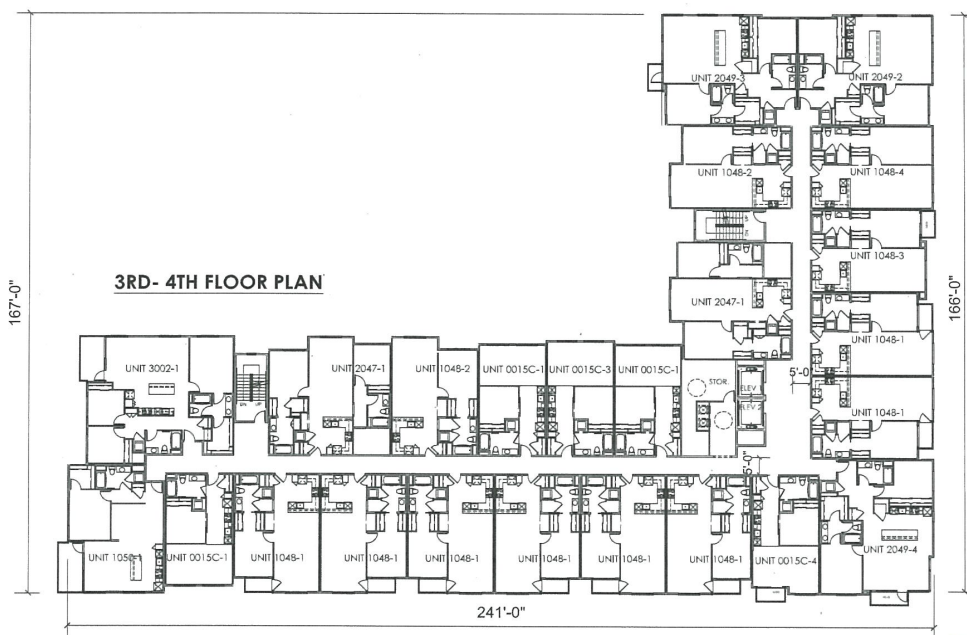
A15
DAHLINE GROUP
BUILDING 1ST FLOOR
0 32/3 64/3 128/3
3/32"=1'-0" SCALE



SPENCER SQUARE
KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

A16
DAHLIN
group
BUILDING 2ND FLOOR
0 32/3 64/3 128/3
3/32" = 1'-0" SCALE



SPENCER SQUARE
KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

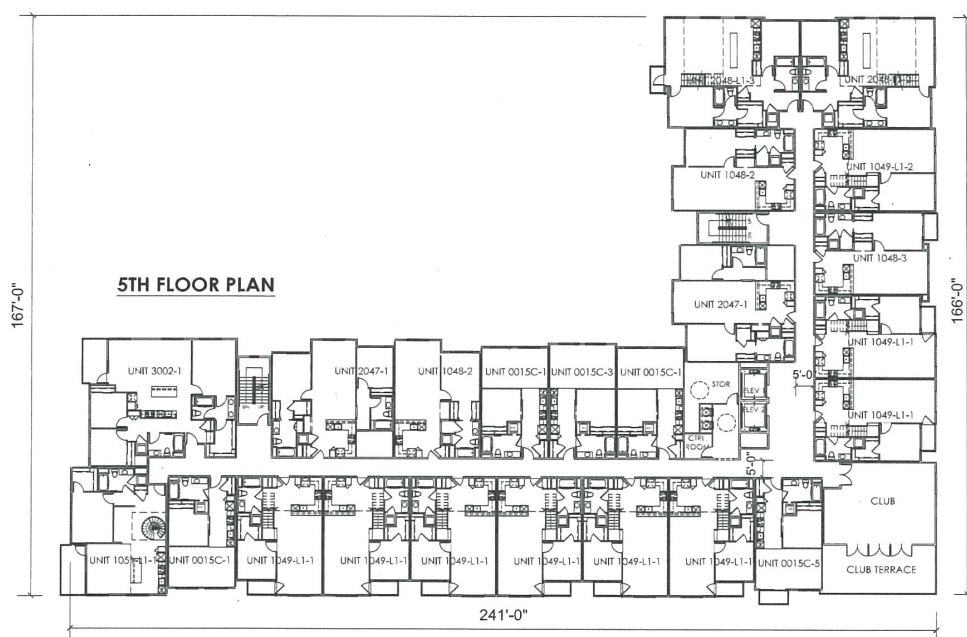
A17

DAHLIN
group

BUILDING 3RD/4TH FLR.

0 32/3 64/3 128/3
3/32" = 1'-0" SCALE

N



SPENCER SQUARE

KENMORE, WA | MSPT XI LLC

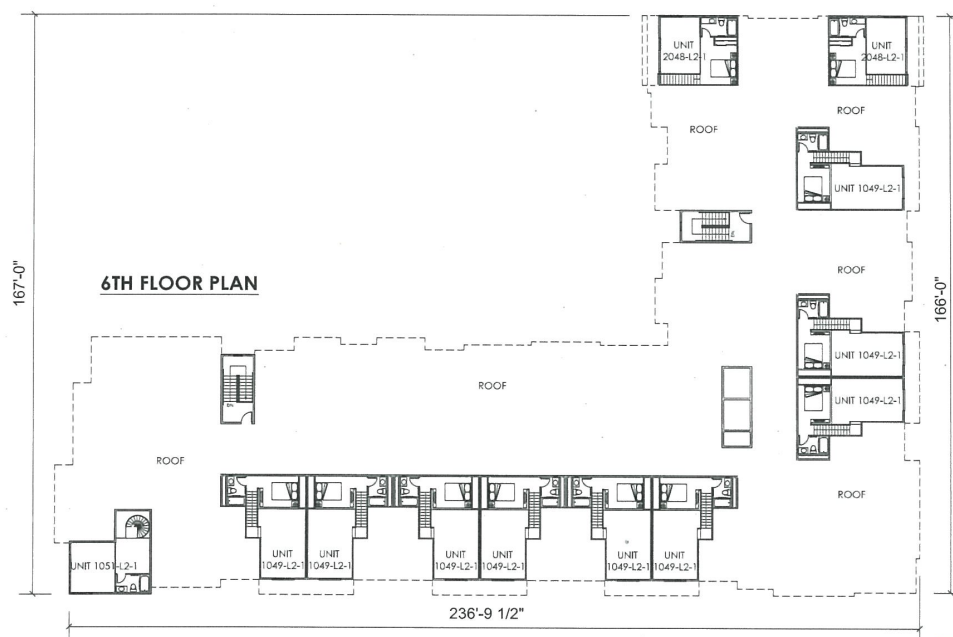
DAHLYN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLIN
group

BUILDING 5TH FLOOR

0 32/3 64/3 128/3
3/32" = 1'-0" SCALE

A18



SPENCER SQUARE
KENMORE, WA | MSPT XI LLC

DAHLIN GROUP ARCHITECTURE | PLANNING | 1130.017 | JULY 2015

DAHLIN
group
LOFT LEVEL

A19

0 32/3 64/3 128/3
3/32" = 1'-0" SCALE



EXHIBIT F
[Spencer Square Signs]

EXHIBIT NOT AVAILABLE

EXHIBIT G
NOT FOR CONSTRUCTION
NOT TO SCALE

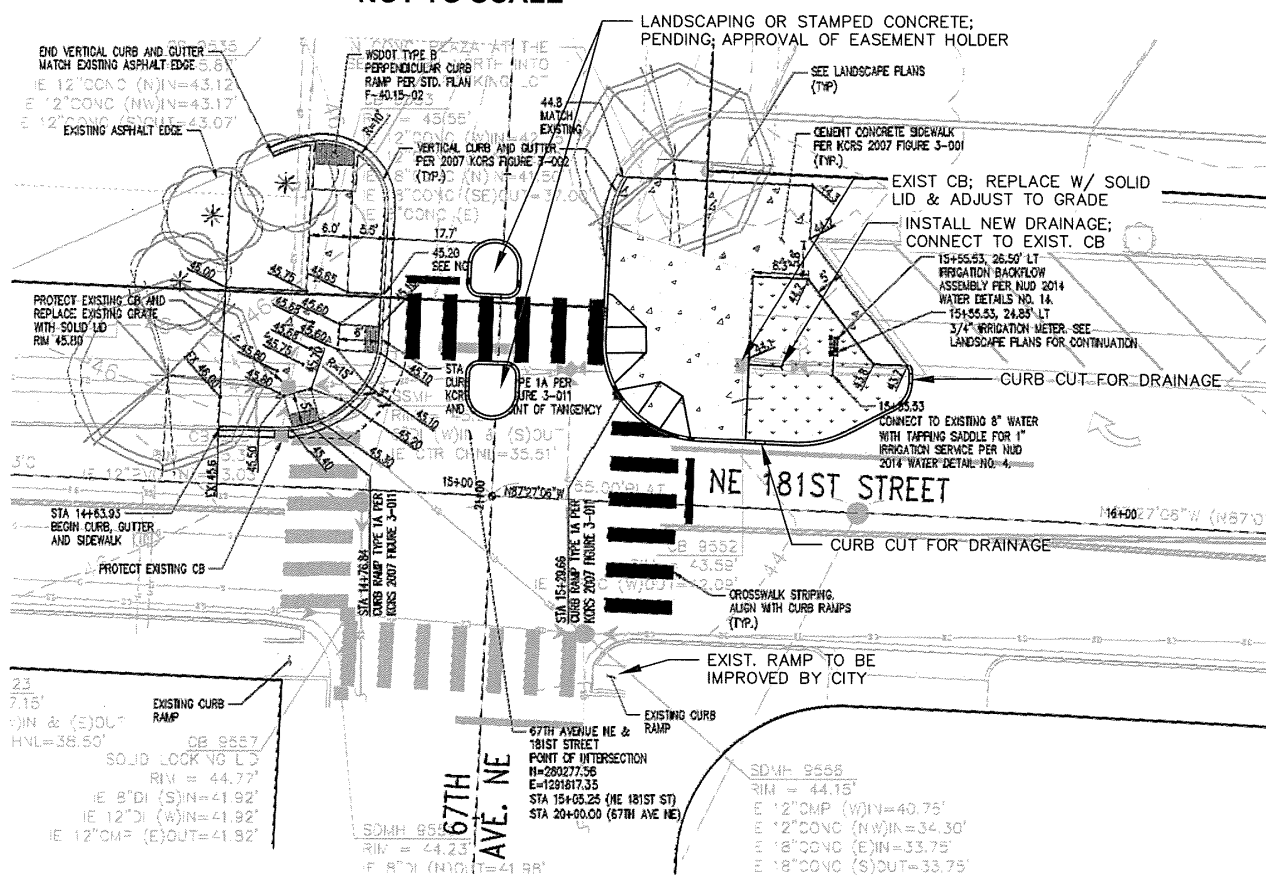


EXHIBIT H**Expedited Review Times**

Phase B/C Mixed Use Building

Permit Type	Submittal Date	Kenmore 1st Review Date	MSPG Response Time and Resubmittal	Kenmore 2nd Review/ Permit Issuance
Demolition	Complete	N/A	N/A	8/17/2015
Grading/Engineering	Complete	Complete	Complete	8/17/2015
Foundation Permit	Approx 9/16/15	2 Weeks	1 Week	1 Week
Building Permit	Approx 10/21/15	3 Weeks	2 Weeks	2 Weeks

Examples of signs

These Examples are not part of the Development Agreement and are for informational purposes only.



















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

Subject/Topic: Public Hearing followed by potential Council action on Ordinance No. 15-0398, temporarily eliminating the road impact fee and minimum parking space requirements for changes of use of existing buildings in the North Sub Area of the Regional Business Zone east of 68th Ave NE Proposed Council Action/Motion: Motion to approve Ordinance No. 15-0398	For Council Meeting Agenda of: <u>July 27, 2015</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> Initial & Date Approved by Department Head: <u>BA 7/15/15</u> Approved by City Attorney: <u>✓ previous A. B.</u> Approved by Finance Director: <u>7/16/15</u> Approved by City Manager: <u>Rick Naro 16 July 2015</u> Exhibits: A. Ordinance No. 15-0398 B. Regional Business Zone Subareas Zoning Map	
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$0
<u>INFORMATION/BACKGROUND:</u> At the July 13, 2015 City Council meeting, the City Council held the first Public Hearing regarding this subject. The Public Hearing scheduled on July 27, 2015 will be the second Public Hearing held regarding this subject. The City desires to encourage new public oriented businesses, such as breweries, wineries, small eating and drinking places and other commercial type businesses, to locate in existing buildings along the north side of NE 175th east of 68th Ave NE as spaces and buildings in this area become vacant. The proposal is to conduct an 18 month pilot program in this area that temporarily reduces the minimum parking spaces required and eliminates the road impact fee. This pilot program is only eligible to non-residential change of uses in existing buildings in the North Subarea of the Regional Business Zone, east of 68th Ave NE. (Reference Exhibit B) This area consists of 17 separate parcels with approximately 16 existing buildings. Most of the buildings in this area with exception to Super Supplements and a few others are industrial warehouse style buildings with existing parking areas. Providing parking in urbanized areas is a significant expense and deterrent to infill vacant spaces or buildings. As new uses are established in existing buildings in this area, it isn't cost effective or realistic to expect additional parking structures or surface parking to be built or provided. Doing so would discourage new uses from being established in the existing buildings while the existing uses remained until the market is ready for new development or redevelopment. By reducing on-site parking spaces, customers may need to park in the right-of-way or provide alternatives to driving. Similar to parking in the rest of the City, parking is allowed in the right-of-way provided traffic laws are obeyed. Fortunately, this area is in close proximity to the Burke Gilman Trail, transit, and nearby complementary designations within walking/biking distance and/or potential for shared parking. A condition of utilizing the		

reduced on-site parking requirement is that the business owner must pay the City \$7,500 per year, up to five years, for the City to use for parking-related purposes, including acquiring and/or constructing new public parking.

Similar to minimum parking spaces, road impact fees are also a deterrent to infill vacant spaces or buildings. Temporarily eliminating the road impact fee for changes of use in existing buildings in this area will encourage new permitted uses and businesses to locate in these existing buildings. It is rare that the City collects road impact fees for a change of use. Currently, the City's road impact fee for a commercial type business is \$7,667.29 per trip and \$49.66 per square foot for a restaurant. Since the City's incorporation only one business has paid road impact fees for a change of use. While it is not possible to know whether the impact fee has prevented other businesses from moving to Kenmore, temporarily reducing the minimum parking spaces required and eliminating the road impact fee during this period may have a positive impact on Kenmore's economy.

FISCAL CONSIDERATION:

Loss of potential road impact fee revenue generated from change of use applications during this period.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

To continue to implement the Economic Development Plan.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0398**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, RELATING TO THE NORTH SUBAREA
OF THE REGIONAL BUSINESS ZONE, EAST OF 68TH
AVENUE NE, AND TEMPORARILY ELIMINATING THE
ROAD IMPACT FEE AND MINIMUM PARKING SPACE
REQUIREMENTS FOR CHANGES OF USE OF
EXISTING BUILDINGS IN SUCH ZONE.**

WHEREAS, the City desires to encourage new businesses to locate in existing buildings in the North Subarea of the Regional Business Zone, East of 68th Avenue NE (“RB North Zone”); and

WHEREAS, the City has determined that the road impact fee and minimum parking space requirements discourage new businesses from locating in existing buildings in the RB North Zone; and

WHEREAS, the City desires to eliminate temporarily the road impact fee and the minimum parking space requirements for changes of use of existing buildings in the RB North Zone while the City considers and analyzes the reasonableness and appropriateness of such requirements;

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

Section 1. Findings. The City Council enters the following findings of fact to explain and support Sections 2 and 3 of this Ordinance:

- A. Because economic development is an important issue for the City, the City desires to promote the retention of existing businesses and the creation of new businesses, and desires to explore opportunities to promote development in areas targeted for investment by using tools and incentives. See, Goal II and strategy C.2 in the Economic Development Strategy, and Policy LU-25.2.4 in the Comprehensive Plan.
- B. The City desires to:
 - a. Create job opportunities for all citizens;
 - b. Create vibrant and successful commercial areas to provide employment and generate tax revenue;
 - c. Create a climate of business creation and retention;
 - d. Encourage the provision of commercial services;
 - e. Actively support expansion of the local economic base;
 - f. Use zoning to stimulate business revitalization and creation;
 - g. Use zoning and infrastructure incentives to achieve redevelopment and infill in the downtown; and
 - h. Create regulations and incentives that, in conjunction with market influences, will result in an inviting and vital central core that is self-supporting.

See, Goal 25, Objectives 25.1, 25.2 and 25.3, Land Use Element, Comprehensive Plan; Policies LU-25.2.1, LU-25.2.3, and LU-25.5.3, Comprehensive Plan.

- C. The Regional Business Zone, East of 68th Avenue NE (“RB North Zone”) currently has a diversity of existing businesses, including office, retail, light manufacturing, breweries and wholesaling.
- D. The RB North Zone is unique because it:
 - a. Supports a concentration and diversity of existing businesses, such as office, retail, light manufacturing, breweries and wholesaling;
 - b. Has small buildings (ranging in size from 4,000 square feet to 12,000 square feet), which are divided into smaller spaces (ranging in size from 2,000 square feet to 4,000 square feet), which are attractive to small entrepreneurial and start-up businesses;
 - c. Is located near transportation routes, such as State Route 522 and the regional Burke Gilman pedestrian and bicycle trail, which provide important visibility and access to customers of new businesses; and
 - d. Is located near recreational opportunities, such as the Burke Gilman pedestrian and bicycle trail and Squires Landing Park, which are amenities and attractions for customers of new businesses.
- E. Two examples of permitted uses in the RB North Zone are “eating and drinking places” and “retail sales.” The road impact fee of KMC Chapter 20.47 for new uses of this type in the RB North Zone is extremely high, which will discourage new uses of this type in RB North Zone existing buildings.
- F. Temporarily eliminating the road impact fee for changes of use in RB Zone North existing buildings will encourage new permitted uses and businesses to locate in these existing buildings.
- G. Two examples of land uses for purposes of applying minimum parking space requirements are “restaurants” and “wineries/breweries.” In the RB North Zone, there are a limited number of onsite parking spaces available for compliance with minimum parking space requirements, thereby discouraging new land uses to locate in RB North Zone existing buildings.
- H. Temporarily eliminating the minimum parking space requirements of KMC18.40.030 for changes of use in RB North Zone existing buildings will encourage new land uses to locate in RB North Zone existing buildings.
- I. A pilot program that temporarily eliminates the road impact fee and temporarily eliminates the minimum parking space requirements for changes of use in RB North Zone existing buildings will provide an incentive for new businesses to locate in these existing buildings and will create a new business cluster, until the market is ready for new development or redevelopment in the RB North Zone.
- J. For the reasons stated in the findings above, the City Council finds that the impact fee and the minimum parking space requirements for changes of use in RB North Zone existing buildings should be temporarily eliminated for a period of eighteen (18) months, as a pilot program, in order to study and analyze the impact fee and minimum parking space requirements for such changes of use.

Section 2. New Municipal Code Section. A new City of Kenmore Municipal Code Section 20.47.035 is hereby created to read as follows:

20.47.035 Temporary suspension of road impact fees relating to change of use.

Notwithstanding any other provision of this chapter, the city temporarily eliminates the collection of the road impact fee from any applicant seeking development approval from the city for any change of use in an existing building in the North Subarea of the Regional Business Zone, East of 68th Avenue NE; provided that this section shall not apply to dwelling units; provided further that this section shall not apply to projects that add to, increase or expand the gross floor area of an existing building; and provided further that this section shall apply only to the use, renovation or remodeling of an existing building and shall not apply to redevelopment projects or other projects in which an existing building is replaced or substantially redeveloped. The term “existing building” in this section means a building that was constructed before July 1, 2015. This section shall apply to projects for which a complete development approval application is filed with the city on July 1, 2015 through December 31, 2016. This section shall automatically expire on December 31, 2016.

Section 3. New Municipal Code Section. A new City of Kenmore Municipal Code Section 18.40.035 is hereby created to read as follows:

18.40.035 Temporary suspension of required off-street parking spaces.

- A. Notwithstanding any other provision of this chapter, the city temporarily eliminates the minimum number of parking spaces for any applicant seeking development approval from the city for any change of use of an existing building in the North Subarea of the Regional Business Zone, East of 68th Avenue NE; provided that this section shall not apply to dwelling units; provided further that this section shall not apply to projects that add to, increase or expand the gross floor area of an existing building; and provided further that this section shall apply only to the use, renovation or remodeling of an existing building and shall not apply to redevelopment projects or other projects in which an existing building is replaced or substantially redeveloped. Although the minimum number of parking spaces is temporarily eliminated, the applicant shall provide as many parking spaces as is feasible for the project. The term “existing building” in this section means a building that was constructed before July 1, 2015. This section shall apply to projects for which a complete development approval application is filed with the city on July 1, 2015 through December 31, 2016. This section shall automatically expire on December 31, 2016.
- B. Any applicant seeking development approval from the city for the change of use described in subsection (A) of this Section is encouraged to enter into a written contract with a property owner who will make available to the occupants, users or customers of the building the number of parking spaces equal to the difference between the number of parking spaces required by KMC 18.40.030 and the number of parking spaces that are feasible for the project. This written contract must be reviewed and approved, and must remain in force, as provided for in KMC 18.40.020(C). If this written contract is not entered into prior to development approval, the applicant must pay to the city (1) \$7,500.00 within sixty (60) days of the date of the development approval, and (2) \$7,500.00 within (60) days of the next four (4) anniversary dates of the development approval, or until the applicant

enters into a written contract with a property owner as provided for in this subsection (B). The payments shall be deemed to be consideration for eliminating the change of use from the minimum parking space requirement of subsection (A) of this Section and the road impact fee of KMC Chapter 20.47. The payments shall be used by the City for parking-related purposes, including but not limited to installation of new parking lots. The payments shall not be returned to the applicant after expiration of the temporary elimination.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by State or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF JUNE, 2015.

CITY OF KENMORE

Mayor David Baker

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:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 15-0398





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

Subject/Topic: Public Hearing for Heavy Manufacturing Business Regulations and Regulatory Business Licenses Followed by Potential Council Action on Ordinance Nos. 15-0402, 15-403, & 15-404 Approving New Regulations for Heavy Manufacturing Businesses and Amending and Updating Title 5, Business Licenses and Regulations. Proposed Council Action/Motion: Motion to approve Ordinance Nos. 15-0402, an Ordinance relating to regulatory business licenses; 15-0403, an Ordinance relating to Heavy Manufacturing businesses and activities; and 15-0404, an Ordinance relating to public nuisances and disturbance noise and odors.	For Council Meeting Agenda of: <u>July 27, 2015</u> Department: <u>Development Services</u> Prepared by: <u>Bryan Hampson</u> Approved by Department Head: <u>BA 7/16/15</u> Approved by City Attorney: <u>✓ previous AB.</u> Approved by Finance Director: <u>Janey</u> Approved by City Manager: <u>RE/NICO</u> <u>17 JULY 2015</u> Exhibits/Attachments: Attachment #1: Ordinance No. 15-0402 Attachment #2: Title 5 Amendments Attachment #3: Ordinance No 15-0403 Attachment #4: WAC Chapter 173-60 Attachment #5: WAC Chapter 173-58 Attachment #6: Ordinance No. 15-0404	
Expenditure Required \$0	Amount Budgeted \$0	Appropriation Required \$NA
INFORMATION/BACKGROUND: Businesses engaged in heavy manufacturing, which includes the mechanical, physical or chemical transformation of materials, substances, or components into new products (such as concrete and asphalt manufacture), are likely to generate noise, fumes and odors that adversely affects the health, safety and welfare of the residents and citizens of the City. Unfortunately, existing City ordinances have not adequately protected the residents and citizens of the City from the adverse effects of heavy manufacturing noise, fumes and odors, particularly during nighttime hours. During the March 16, 2015 Council meeting, Council directed the City Manager to explore new rules and regulations to regulate negative impacts of heavy manufacturing businesses within the City of Kenmore. The following topics are the regulatory areas Council directed the City Manager to explore for Heavy Manufacturing Businesses in Kenmore: 1. Require all trucks leaving the businesses to cover loads; 2. Establish a business and occupation tax for heavy manufacturing businesses; 3. Establish a regulatory business license for heavy manufacturing businesses; 4. Establish maximum noise levels and hours of operations for heavy manufacturing, particularly during nighttime hours; and 5. Establish public nuisance noise and odor regulations. Regarding item #1, covering truck loads; RCW 46.61.655(3) provides that "Any vehicle operating on a paved public highway with a load of dirt, sand, or gravel susceptible to being dropped, spilled, leaked, or otherwise escaping therefrom shall be covered so as to prevent spillage. Covering of such loads is not required if six inches of freeboard is maintained within the bed." In other words, if there is more than six inches of freeboard within the truck bed, a truck does not need to cover dirt,		

sand or gravel. Because there is a State law that addresses truck covers, and this law allows truck beds with more than six inches of freeboard to be operated without covers, any city ordinance requiring a truck cover where there are more than six inches of freeboard arguably would be preempted by State law.

Regarding item #2, B&O tax: staff is continuing to explore this topic and will discuss it with the Council at a future Council meeting.

Regarding item #3, regulatory business license: The proposed amendments and updates to Title 5, Business License and Regulations, eliminate unnecessary licenses and make the terms and requirements of Title 5 internally consistent and consistent with the rest of the Code. The changes also establish a new regulatory business license for heavy manufacturing businesses. Specially, the proposed changes to Title 5 are as follows:

- Revising the name of the Title to help differentiate between a regulatory business license and the business registration program;
- Italicized defined words (to be consistent with recent code changes);
- Changing the responsible person to City Manager or his or her designee (to be consistent with recent code changes);
- Revising the General Licensing Chapter (5.05) to clarify applicability, authority, fees and refunds;
- Adding a new Heavy Manufacturing Business Chapter (5.10). The suggested regulatory license fee for a Heavy Manufacturing Business is \$200 per year. The fee will be added to the Fee Resolution;
- Removing unnecessary licenses for close out sales, dances, go cart tracks, outdoor musical events, amusement parks, carnivals and race tracks. These types of activities can be regulated by other means, such as a special event or temporary permit;
- Changed the name of Massage Businesses from Massage Parlors; and
- Added food trucks to the exempt license list.

Attachment #1 is a draft of the proposed changes to Title 5.

Regarding item #4, noise levels and hours of operation: Attachment #2 is a draft of a new ordinance controlling noise levels and hours of operations for heavy manufacturing businesses. The Washington State Department of Ecology has adopted maximum noise levels for specific environments and properties to protect against adverse effects of noise, WAC Chapter 173-60, Attachment #3. The new ordinance requires heavy manufacturing businesses to comply with WAC Chapter 173-60. It further requires heavy manufacturing businesses to monitor the noise levels with instruments that meet the requirements of WAC Chapter 173-58, Attachment #4, and submit reports to the City. The new ordinance also limits heavy manufacturing business hours to between 6:00 a.m. and 10:00 p.m. on Monday through Friday, and 8:00 a.m. and 9:00 p.m. on Saturday and Sunday.

Regarding item #5, public nuisance noise and odor regulations, reference Attachment #5: The Public Nuisance and Disturbance Noise Chapter of the City Code (Chapter 8.05) is amended to include noise coming from heavy manufacturing businesses between 6:00 a.m. and 10:00 p.m. on Monday through Friday, and 8:00 a.m. and 9:00 p.m. on Saturday and Sunday. Furthermore, the Public Nuisance Chapter of the City Code (Chapter 8.35) is amended to declare offensive odors, gases or fumes emitted from heavy manufacturing businesses to be public nuisances. These regulations are drawn from and similar to rules and regulations used by other jurisdictions.

On July 13, 2015 City Council held the first public hearing regarding this subject.

FISCAL CONSIDERATION:

Additional staff time and resources needed to respond and manage the programs.

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. 15-0402**

**AN ORDINANCE OF THE CITY OF KENMMORE, WASHINGTON,
RELATING TO REGULATORY BUSINESS LICENSES AND BUSINESS
REGISTRATION, AND AMENDING TITLE 5 OF THE KENMORE
MUNICIPAL CODE.**

WHEREAS, KMC Title 5 requires certain businesses to obtain business licenses, and also requires all businesses to register with the City; and

WHEREAS, because several of the types of businesses that must obtain business licenses under KMC Title 5 either do not exist in the City or are unlikely to be established in the City, the requirement for them to obtain business licenses should be eliminated from KMC Title 5; and

WHEREAS, edits to KMC Title 5 would make it more consistent and clear; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to require heavy manufacturing businesses to obtain business licenses;

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

Section 1. Amendment of KMC Title 5. Kenmore Municipal Code Title 5, titled “Business Licenses and Regulations,” is re-titled “Regulatory Business Licenses and Business Registration,” and is amended as set forth in Attachment A, attached hereto and incorporated herein by reference.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF ____, 2015.

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. 15-0402
DATE OF PUBLICATION:
EFFECTIVE DATE:

ATTACHMENT #2

Title 5
REGULATORY BUSINESS LICENSES AND REGULATIONS
REGISTRATION

Chapters:

- 5.05 General Licensing Provisions
- 5.10 ~~Repealed~~ Heavy Manufacturing Businesses
- 5.15 Amusement Places
- 5.20 ~~Repealed~~
- 5.25 ~~Closing-Out Sales~~ Repealed
- 5.30 ~~Dances~~ Repealed
- 5.35 ~~Go-Kart Tracks~~ Repealed
- 5.40 Junk Dealers
- 5.43 Marijuana Businesses
- 5.45 Massage Parlors and Public Bathhouses
- 5.50 ~~Outdoor Musical Entertainments~~ Repealed
- 5.55 Pawnbrokers
- 5.60 Secondhand Dealers
- 5.65 Theaters
- 5.70 Charitable Solicitations
- 5.75 Violation – Penalties
- 5.80 Panoram Premises
- 5.85 Peddlers, Solicitors and Transient Merchants
- 5.90 Adult Cabarets
- 5.95 Adult Retail Businesses
- 5.100 Social Card Games
- 5.105 Kenmore Business Registration Program

ATTACHMENT #2

**Chapter 5.05
GENERAL LICENSING PROVISIONS**

Sections:

Article I. General Provisions

- 5.05.010 Definitions.
- 5.05.020 ~~Severability~~Applicability of chapter.
- 5.05.030 Additional rules and regulations.
- 5.05.040 Authority to suspend or revoke licenses, registration or permits.

Article II. Licensing Provisions

- 5.05.050 License, registration or permit fee – Refunds.
- 5.05.060 Form of license, registration, permit or certificate.
- 5.05.070 Posting of license, registration, permit or certificate.
- 5.05.080 Change of address.
- 5.05.090 License, registration, permit or certificate not an endorsement.
- 5.05.100 Enforcement agreements with other municipalities.

Article III. Enforcement, Procedure and
Penalty Provisions

- 5.05.110 Inspections – Right of entry.
- 5.05.120 Duties of the ~~city clerk~~ city manager.
- 5.05.130 Notice and order.
- 5.05.140 Civil penalty.
- 5.05.150 Appeals.
- 5.05.160 Violations – Misdemeanor.
- 5.05.170 Personal obligation.
- 5.05.180 Enforcement power.

Article I. General Provisions

ATTACHMENT #2

5.05.010 Definitions.

For the purpose of all chapters of this title except chapter 5.105, all business license ordinances the words and phrases used shall have the following meanings herein, unless the context otherwise indicates, ~~shall have the following meanings:~~

A. "Certificate" means any certificate or renewal of certificate issued pursuant to this title any business license ordinance;

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

C. "Department" means the City Department or outside agency assigned by the city manager to administer a portion of the City code.

~~BD.~~ "License" means any license or renewal of license issued pursuant to this title any business license ordinance;

~~CE.~~ "Licensee" means any person to whom a license or renewal of license has been issued pursuant to this title any business license ordinance;

~~DE.~~ "Permit" means any permit or renewal of permit issued pursuant to this title any business license ordinance;

~~EG.~~ "Person" means any individual, partnership, firm, joint stock company, corporation, association, trust, estate or other legal entity;

~~FH.~~ "Registrant" means any person to whom a registration or renewal of registration has been issued pursuant to this title any business license ordinance;

~~GJ.~~ "Registration" means any registration or renewal of registration issued pursuant to this title any business license ordinance.

5.05.020 ~~Severability~~ Applicability of chapter.

This chapter shall apply to all chapters in this title except chapter 5.105, the "Kenmore Business Registration Program." ~~Should any section, subsection, paragraph, sentence, clause or phrase of any business license ordinance be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of such business license ordinance.~~

5.05.030 Additional rules and regulations.

The city manager or his or her designee is authorized to make and enforce rules and regulations, not inconsistent with the provisions of any business license ordinance, and it is unlawful to violate or fail to

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comply with any of the rules and regulations. All of such rules and regulations as promulgated by the city clerk-city manager shall be reduced to writing and mailed to each licensee or permit holder for his information and for distribution to his registrants or employees.

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5.05.040 Authority to suspend or revoke licenses, registration, ~~or~~ permits or certificates.

The city clerk-city manager shall have the right to suspend or revoke any business license, registration, or permit or certificate issued upon a showing of violation of any of the provisions of any business license ordinance under this Title based on one or more of the following grounds:

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1. The application license, registration, permit or certificate was procured by fraud or false representation of fact;

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2. The licensee, registrant, permit holder or certificate holder has failed to comply with any provisions of this Title;

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3. The licensee, registrant, permit holder or certificate holder has failed to comply with any provisions of the this code KMG or city ordinance;

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4. The business violates any building, fire, health or safety regulations on the premises in which the business is located after receiving warning from the city to refrain from such violations;

5. The licensee, registrant, permit holder or certificate holder is in default of any license fee or tax under this Title; or

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6. The licensee, registrant, permit holder or certificate holder or employee thereof has been convicted of a crime involving the business.

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Provided, however, that such suspension or revocation shall not relieve the licensee, registrant, or permit holder or certificate holder of the other penalties applicable to the business or its activities otherwise provided for in any business license ordinance.

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Article II. Licensing Provisions

5.05.050 Application procedure--~~Fees~~License, registration or permit fee— Refunds.

A. The person who intends to conduct, operate or engage in the business for which the license is to be issued shall sign and submit an application for the license, registration or permit. Unless provided otherwise in this title, the application shall state the nature and address or addresses of the business or businesses, or proposed business or businesses, of the applicant, and such other information as may be required by the city manager. A nonrefundable fee as provided for in subsection B shall accompany the

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~~application. Any application or issuance or renewal of a license, registration or permit pursuant to any business license ordinance shall not be accepted by the city clerk city manager unless accompanied by the appropriate license, registration or permit fee.~~

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B. The fees and penalties associated with the licenses, registrations or permits provided for in this title shall be as set forth in a fee resolution adopted by the city council.

C All licenses, registrations and permits shall be renewable on the thirty-first day of December of each year. Fees becoming due for less than one year shall be prorated on a quarterly basis, unless otherwise provided in the fee resolution adopted by the city council.

D. The city manager shall approve or deny the license, pursuant to the terms and conditions of this title. If specific terms and conditions of the license, registration or permit are not set forth in this title, the city manager shall grant the license, registration or permit if the proposed business meets all current zoning and city building code requirements. If the city manager denies the application, the city manager shall state the reasons for the denial.

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~~In the event an application for a license, registration or permit fee is refused, the amount tendered as the license, registration or permit fee shall not be returned to the applicant but shall go to the City to defray the cost of examination or investigation, or both.~~

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5.05.060 Form of license, registration, permit or certificate.

~~All licenses, registrations, permits or certificates issued pursuant to any business license ordinance, shall be in a form prescribed by the city clerk city manager.~~

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5.05.070 Posting of license, registration, permit or certificate.

~~Any license, registration, permit or certificate, issued pursuant to any business license ordinance, shall be posted in a conspicuous place in the place of business of the licensee, registrant, permit or certificate holder.~~

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5.05.080 Change of address.

~~Any licensee, registrant or permit holder person licensed, registered or permitted pursuant to any business license ordinance shall notify the city clerk city manager of any change in his address, business name, or in the officers, directors, or partners of such person within 14 days of any such change.~~

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5.05.090 License, registration, permit or certificate not an endorsement.

~~No license, registration, permit or certificate, issued pursuant to any business license ordinance, shall be an endorsement of such business licensed, registered, or permitted or certified under any business license ordinance.~~

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5.05.100 Enforcement agreements with other municipalities.

The city manager or his or her designee is authorized to enter into agreements with any or all other municipal corporations for the licensing and enforcement of local ordinances relating to businesses or entertainments licensed, registered or permitted by the city pursuant to any business license ordinance; provided, that any municipal corporation entering into such an agreement shall enact an ordinance substantially similar to this title the applicable City of Kenmore business license ordinance.

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Article III. Enforcement, Procedure and Penalty Provisions

5.05.110 Inspections – Right of entry.

A. The code enforcement officer-city manager is authorized to make such inspections and take such action as may be required to enforce the provisions of this title any business license ordinance.

B. Whenever necessary to make an inspection to enforce any of the provisions of this title any business license ordinance, or whenever the city clerk-city manager has reasonable cause to believe that a licensee, registrant or permit holder is operating in violation of this title or any city manager rules or regulations any business license ordinance, the code enforcement officer-city manager may enter such licensee's, registrant's or permit holder's place of business or entertainment, which is licensed, registered or permitted pursuant to this title any business license ordinance, at all reasonable times to inspect the same or perform any duty imposed on the city clerk-city manager by this title any business license ordinance; provided, that:

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1. If the place of business or entertainment is occupied, the code enforcement officer-city manager shall first present proper credentials and demand entry; and

2. If the place of business or entertainment is unoccupied, the code enforcement officer-city manager shall first make a reasonable effort to locate the licensee, registrant or permit holder or other person(s) having charge or control of the place of business or entertainment and demand entry.

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C. No person shall fail or neglect, after proper demand, to admit the code enforcement officer-city manager, while acting within the scope of the city manager's employment, to any place of business or entertainment licensed, registered or permitted pursuant to this title any business license ordinance, or to interfere with the code enforcement officer-city manager while in the performance of the city manager's duty.

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5.05.120 Duties of the ~~city clerk~~ city manager.

The ~~city clerk~~ city manager is authorized and directed to enforce the terms and provisions of this title ~~all business license ordinances~~. If ~~the city manager determines~~ it is determined, by means of investigation or inspection, that any person has violated or failed to comply with any provision of this title ~~any business license ordinance~~, then the ~~city clerk~~ city manager shall issue a notice and order recording such findings, specifying therein the particulars of any such violation or failure to comply.

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5.05.130 Notice and order.

A. The ~~city clerk~~ city manager shall issue a notice and order, pursuant to KMC 5.05.120, directed to the person whom the ~~code enforcement officer~~ city manager has determined to be in violation of any of the terms and provisions of this title ~~any business license ordinance~~. The notice and order shall contain:

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1. The street address, ~~when available~~, and when available a legal description, sufficient for identification of the premises upon which the violation occurred;

2. A statement that the ~~code enforcement officer~~ city manager has found the conduct of the person to be in violation of this title ~~any business license ordinance~~, with a brief and concise description of the conditions found to render such person in violation of this title ~~such business license ordinance~~;

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3. A statement of any action required to be taken, as determined by the ~~city clerk~~ city manager. If the ~~city clerk~~ city manager has determined to assess a civil penalty, the order shall require that the penalty shall be paid within a time certain from the date of the order as determined by the ~~city clerk~~ city manager to be reasonable;

4. A statement of any action taken by the city clerk, ~~if any~~ city clerk city manager;

5. Statements advising:

a. That the person may appeal from the notice and order of any action of the ~~city clerk~~ city manager to the Kenmore hearings examiner, provided the appeal is made in writing as provided in this chapter and filed with the ~~city clerk~~ city manager within seven days from the date of service of such notice and order; and

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b. The failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

B. The notice and order, and any amended or supplemental notice and order, shall be served upon the person either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested to such person at the person's address as it appears on the license.

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registration or permit. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

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C. Proof of service of the notice and order shall be made at the time of service by a written declaration under penalty of perjury executed by the person effecting service, declaring the time, date, and manner in which service was made.

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5.05.140 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any person who violates any provision of this title 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 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 license, registration or permit fee required 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 in this chapter.

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5.05.150 Appeals.

A. The city Kenmore hearings examiner is designated to hear appeals by parties aggrieved by actions of the city clerk-city manager pursuant to this title any business license ordinance. The hearings examiner may adopt reasonable rules or regulations for conducting its business. Copies of all rules and regulations adopted by the hearings examiner shall be delivered to the city clerk-city manager who shall make them freely accessible to the public. All decisions and findings of the hearings examiner shall be rendered to the appellant in writing with a copy to the city clerk-city manager.

B. Any person entitled to service pursuant to KMC 5.05.130 may appeal from any notice and order or any action of the city clerk-city manager by filing at the office of the city clerk-city manager within seven days from the date of service of such order, a written appeal containing:

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1. A heading in the words: "Before the Kenmore hearings examiner;
2. A caption reading: "Appeal of" giving the names of all appellants participating in the appeal;
3. A brief statement setting forth the legal interest of each of the appellants in the business or entertainment involved in the notice and order;
4. A brief statement in concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant;

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5. A brief statement in concise language of the relief sought, and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside;

6. The signatures of all parties named as appellants, and their official mailing addresses;

7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

C. As soon as practicable after receiving the written appeal, the hearings examiner shall fix a date, time, and place for the hearing of the appeal by the hearings examiner. Such date shall be not less than 10 days nor more than 60 days from the date the appeal was filed with the ~~city clerk~~ *city manager*. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the hearings examiner either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his address shown on the appeal.

D. At the hearing the appellant shall be entitled to appear in *person* and be represented by counsel and offer such evidence pertinent and material to the action of the ~~city clerk~~ *city manager*.

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E. Only those matters or issues specifically raised by the appellant in the written notice of appeal shall be considered in the hearing of the appeal.

F. Failure of any *person* to file an appeal in accordance with the provisions of this section shall constitute a waiver of ~~the person's~~ *this* right to an administrative hearing and adjudication of the notice and order, or any portion thereof.

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G. Enforcement of any notice and order of the ~~city clerk~~ *city manager* shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

5.05.160 Violations – Misdemeanor.

Any *person* violating or failing to comply with any of the provisions of ~~this title~~ *any business license ordinance* shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in any sum not to exceed \$250.00 or by imprisonment ~~in the King County jail~~ for a period not to exceed 90 days.

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5.05.170 Personal obligation.

The civil penalty is a personal obligation of the *licensee, registrant or permit holder*. The ~~city attorney~~ *prosecuting attorney*, on behalf of the City of Kenmore, may collect the civil penalty by use of all appropriate legal remedies.

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5.05.180 Enforcement power.

The city manager is authorized to take such lawful action, including the writing and issuance of misdemeanor citations, as may be required to enforce the provisions of any business license ordinance codified in this title.

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5.05.190 Fees

The fee to obtain or renew a regulatory business license shall be set forth in a fee resolution adopted by the city council. Fees shall be payable on the thirty first of December preceding the year for which the license is issued. Fees becoming due for less than one year shall be prorated on a quarterly basis, unless otherwise noted in the adopted fee resolution.

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5.05.200 Renewal of license, registration or permit late penalty.

A late penalty shall be charged on all applications for renewal of a license, registration, or permit received later than 10 working days after the expiration. A penalty fee pursuant to the city's adopted fee resolution shall apply to such licenses.

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Chapter 5.10**HEAVY MANUFACTURING BUSINESSES**Sections:5.10.010 License required.5.10.020 Definitions.5.10.030 Compliance with law.

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5.10.010 License required.

It is unlawful for any person to engage in the business of heavy manufacturing without first obtaining a business license from the city. If more than one business is conducted on a single premises, a separate license shall be required for each separate business conducted, operated, engaged in or practiced.

5.10.020 Definitions.

For purposes of this chapter, the following terms shall have the following meanings:

A. "Business" means any commercial enterprise or activity conducted by any person or persons on any premises in the city.

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B. "Heavy manufacturing" means an establishment engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products that is likely

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to generate levels of truck traffic, noise, pollution, vibration, dust, fumes, odors, radiation, poisons, pesticides, or other hazardous materials, fire or explosion hazards, or other undesirable conditions that would be injurious to health or offensive to the senses, or would be an obstruction to the free use of surrounding property and essentially interfere with the comfortable enjoyment of life and property. Heavy raw materials may require significant outdoor storage. Examples include concrete manufacture, asphalt batch plants, mass production of commercial or recreational vehicles or large machinery, production of industrial organic and inorganic chemicals, animal slaughtering, and refining, extruding, rolling, or drawing of ferrous or nonferrous metals.

C. "Person" means any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, corporation, association, canvasser, peddler, solicitor, society, or any group of individuals acting as a unit, whether mutual cooperative, fraternal, nonprofit or otherwise, and includes the United States or any instrumentality thereof.

D. "Premises" means all lands, structures and places, and also any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.

5.10.030 Compliance with law.

The heavy manufacturing business shall comply with all applicable provisions of this code and city ordinances, which shall be enforced pursuant to the enforcement and penalty provisions of this title.

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Chapter 5.15 AMUSEMENT PLACES

Sections:

- 5.15.010 Definitions.
- 5.15.020 License required – Fee.
- 5.15.030 License investigation.
- 5.15.040 ~~Standards for denial of license.~~ Repealed
- 5.15.050 Due date for license fees.
- 5.15.060 License applications – Public amusement/entertainment license.
- 5.15.070 License display.
- 5.15.080 Business hours.
- 5.15.090 Outdoor sports exempt from code.
- 5.15.100 ~~Race tracks and dragstrips.~~ Repealed
- 5.15.110 Standards for public amusement/entertainment license suspension or revocation.
- 5.15.120 ~~Severability.~~ Repealed
- 5.15.130 Penalty for violation.
- 5.15.140 Civil penalty.
- 5.15.150 Additional enforcement.
- 5.15.160 Limitation of liability.

5.15.010 Definitions.

For the purpose of this chapter, "public place of amusement," "public amusement/entertainment," and "public entertainment" mean an amusement, diversion, entertainment, show, performance, exhibition, display or like activities for the use or benefit of a member or members of the public, or advertised for the use or benefit of a member of the public, held, conducted, operated or maintained for a profit, direct or indirect, but not including adult entertainment businesses.

5.15.020 License required—~~Fee~~.

A *public place of amusement* shall not be operated or maintained in the ~~city~~ *City of Kenmore* unless the owner or lessee thereof has obtained a *license* from the ~~city clerk~~ *city manager*, as follows for the following types of entertainment:

1. Live entertainment;
2. Music (other than mechanical);
3. Boxing or wrestling;

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4. Pool halls; and

5. Bowling alleys.

Type of Entertainment Miscellaneous (includes, but is not limited to):	Fee
Live entertainment; music (other than mechanical); boxing or wrestling; exhibition skating; video arcades; pool halls; bowling alleys; race tracks and drag strips (if attendance is more than 2,000 people at a single event)	Imposed by the city council by resolution (covers one or more skating rinks; shooting galleries; entertainment)
Amusement parks— Permanent	Imposed by the city council by resolution
Carnivals	Imposed by the city council by resolution

5.15.030 License investigation.

The city clerk-city manager shall refer an application for a license to the department of code enforcement for a report on compliance with all applicable fire, building and zoning codes of the cityCity of Kenmore.

The department code enforcement officer or the city clerk's designee shall respond to the city manager city clerk within 20 days.

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5.15.040 Standards for denial of license.

The city clerk shall deny any public amusement/entertainment license applied for under this chapter for any of the following reasons and shall notify the applicant in writing of the grounds for the denial and the opportunity to appeal:

A. The applicant knowingly made a false, misleading or fraudulent omission or representation of material fact on the application for the license;

B. The proposed place of business or establishment to be licensed does not comply with all applicable requirements of the fire, building and zoning codes of the City of Kenmore.

5.15.050 Due date for license fees.

All *license* fees are due and payable to the *city* City of Kenmore licensing section at least 20 days before the opening of entertainment.

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5.15.060 License applications – Public amusement/entertainment license.

An application for a *public amusement/entertainment license* must be submitted in the name of the *person* or entity proposing to provide such *public amusement/entertainment* 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* city clerk, which shall require the following information:

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A. The name, current residential and mailing addresses, and date and place of birth of the applicant if the applicant is an individual, the partners if the applicant is a partnership and the officers and directors if the applicant is a corporation;

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

C. If the applicant is a corporation, limited liability company or partnership, the legal name of the entity, the date and place of incorporation or formation, and the name and address of any registered agent for service of process;

D. Whether the applicant proposes to serve any alcoholic beverages on the premises and the status of the business's liquor license or application for a liquor license issued by the Washington State Liquor and Cannabis Control Board; and

E. The nature of the business conducted on the premises and the proposed *public amusement/entertainment*.

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5.15.070 License display.

The *public entertainment/amusement license* issued under this chapter shall be prominently displayed on the licensed premises.

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5.15.080 Business hours.

No *public entertainment* shall be conducted between the hours of 2:30 a.m. and 10:00 a.m.; provided, that public dancing and those activities related to public dancing licensed by the *city, City of Kenmore* such as live musical entertainment, shall be permitted until 4:00 a.m. in establishments which have a class "H" liquor license.

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5.15.090 Outdoor sports exempt from code.

No *license* shall be required for any recognized outdoor sports.

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~~5.15.100 Race tracks and dragstrips.~~

~~Applicants must submit, for any amusement place license for a race track or dragstrip, whether automobile or otherwise, where the expected attendance will exceed 2,000 people at any single scheduled event, information as deemed appropriate by the Kenmore police department to insure that adequate traffic control and crowd protection policing has been arranged through private security agencies or has been contracted for with the police department. A written notice that the applicant has complied with the requirement shall be issued by the chief of police or his or her designee before an amusement place license shall be issued; provided, that if the applicant should contract for traffic control and crowd protection policing with the City of Kenmore, in no event should the sum agreed upon in payment for such policing be less than the actual expense incurred by the City in providing that service. Such consideration shall be calculated for personnel resources on the hourly rate for overtime under the current collective bargaining agreement, plus that percentage then being paid for fringe benefits, and all sums paid under such contract shall be paid in accordance with procedures specified by the City of Kenmore.~~

5.15.110 Standards for public amusement/entertainment license suspension or revocation.

The *city manager city clerk* shall revoke or suspend, for not more than one year, any *public amusement/entertainment license* if he or she determines that the *licensee* or applicant has:

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A. Obtained or renewed the *license* through a false, misleading or fraudulent omission or representation of material fact on the application; or

B. Violated or permitted or authorized any violation of any provisions of this chapter by any *person*.

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~~5.15.120 Severability.~~

~~If any section, sentence, clause or phrase of this chapter should be held invalid or unconstitutional, the validity or constitutionality thereof shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this chapter.~~

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5.15.130 Penalty for violation.

Any *person* violating any of the terms of this chapter shall, upon conviction thereof, be fined in the sum of not less than \$10.00 nor more than \$300.00 or by imprisonment ~~in the county jail~~ for not more than 90 days, or both.

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5.15.140 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any *person* who violates any provision of ~~this chapter~~~~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 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.

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5.15.150 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 or will constitute a violation of any business license ordinance or other regulations herein adopted.

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5.15.160 Limitation of liability.

This chapter is not intended to create a cause of action or provide the basis for a claim against the *City*, its officials or its employees for the performance or the failure to perform a duty or obligation running to a specific individual or specific individuals. A duty or obligation created under this chapter is intended to be a general duty or obligation running in favor of the general public. ~~(Ord. 98-0017 §§ 1, 2 (KCC 6.08.150).)~~

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Chapter 5.25
CLOSING OUT SALES

(Repealed)

Sections:

- 5.25.010—Definitions generally.**
- 5.25.020—Sale defined.**
- 5.25.030—Advertising, etc. defined.**
- 5.25.040—Inspector, investigator defined.**
- 5.25.050—Goods defined.**
- 5.25.060—License required.**
- 5.25.070—Conditions for issuance.**
- 5.25.080—Application for license.**
- 5.25.090—Issuance.**
- 5.25.100—License fee—Bond.**
- 5.25.110—License conditions.**
- 5.25.120—Closing out a sales license—Fee.**
- 5.25.130—License renewal.**
- 5.25.140—Renewal of license, registration or permit—Late penalty.**
- 5.25.150—General rules and regulations.**
- 5.25.160—Commingling of goods.**
- 5.25.170—Removal of goods—Loss of identity.**
- 5.25.180—Inspection of premises.**
- 5.25.190—Records.**
- 5.25.200—Duties of licensee.**
- 5.25.210—Persons exempted.**
- 5.25.220—Penalties for violation.**
- 5.25.230—Civil penalty.**
- 5.25.240—Additional enforcement.**

5.25.010 Definitions generally.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall be deemed to mean and be construed herein as follows in this chapter. [Ord. 98-0017 §§ 1, 2 (KCC 6-16-040).]

5.25.020 Sale defined.

"Sale" means the following:

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A. Any sale of or any offer to sell to the public, goods, wares or merchandise, on order, in connection with the declared purpose as set forth by representing or advertising that such sale is anticipatory to or is to avoid the termination, liquidation, revision, windup, discontinuance, dissolution or abandonment of a business or portion of the business conducted at any location.

B. Any sale accompanied by representation or advertising indicating an economic or business emergency or failure affecting the seller or any previous holder of the goods to be disposed of.

C. Any sale accompanied by representation or advertising which in any manner does or is intended to convey to the public the belief that upon disposal of the goods to be placed on sale, the business or a portion thereof being conducted at any location is contemplated to be or will be interrupted or removed and changed.

D. Any sale represented or advertised which in any manner does or is intended to indicate that the goods, wares or merchandise to be sold, or any part thereof, has been involved in any business failure or has been derived from a business which has failed, been closed, discontinued or liquidated.

E. Any sale represented or advertised which does or is intended to indicate that the goods, wares, merchandise to be sold, or any part thereof, are goods damaged or altered by fire, smoke, water or other means.

F. Any sale pursuant to the aforementioned definitions, including but not limited to a sale which is represented, advertised or held forth in any of the following terms: "adjustor's sale," "adjustment sale," "assignee's sale," "bankrupt sale," "benefit of administrator's sale," "benefit of creditor's sale," "benefit of trustee's sale," "building coming down sale," "closing sale," "closing out sale," "consolidation sale," "creditors' committee sale," "creditors' sale," "discontinuance of business sale," "executor's sale," "final days sale," "fire sale," "forced out sale," "forced out of business sale," "going out of business sale," "insolvent sale," "insurance salvage sale," "last days sale," "lease expires sale," "lease expiring sale," "liquidation sale," "loss of lease sale," "merger sale," "mortgage sale," "must vacate sale," "quitting business sale," "receiver's sale," "removal sale," "reorganization sale," "salvage sale," "selling out sale," "smoke sale," "smoke and water damage sale," "trustee's sale," "water damage sale," "wholesale closing out sale," "we quit sale," "we give up sale," "fixtures for sale," or advertised or represented by any other expression or designation similar to any of the foregoing and calculated to convey the same meaning. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.020).]

5.25.030 Advertising, etc. defined.

"Advertise," "advertisement," "advertising," "publish," "publication," "represent," "representation" means any and all means, whether oral, written, lettered or printed, used to convey to the public notice of the

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conduct of a sale as defined in KMC 5.25.020, or notice of intention to conduct such sale, including but not limited to oral or written announcements by proclamation or outcry, newspaper advertisement, magazine advertisement, handbill, written or printed notice, printed display, billboard display, poster, radio and television announcement. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.030).]

5.25.040 Inspector, investigator defined.

"Inspector" or "investigator" means an inspector or investigator appointed by and/or authorized by the city clerk. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.040).]

5.25.050 Goods defined.

"Goods" means any goods, wares, merchandise or other property capable of being the object of a sale as regulated herein. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.050).]

5.25.060 License required.

It is unlawful for any person to advertise, publish, represent or conduct any sale of goods in the City of Kenmore unless a license has been obtained as hereinafter provided. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.060).]

5.25.070 Conditions for issuance.

The following persons shall not be granted a license if he or she:

A. Has not been the owner of a business advertised or described in the application for a license hereunder for a period of at least 90 days prior to the date of the application; provided, upon the death of a person doing business, his or her heirs, devisees or legatees shall have the right to apply at any time for a license;

B. Has held a sale, as regulated by this chapter, at the location stated in the application for license within six months from the date of such applications;

C. Has been convicted of violating this chapter or any part hereof, or a person who has in his employ for the conduct of the sale as regulated by this chapter one who has been convicted of violating this chapter within a period of one year prior to the date of the application for a license. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.070).]

5.25.080 Application for license.

No license to conduct a sale, as defined herein, shall be granted except upon written application to the city clerk which shall be signed and sworn to by the person who intends to conduct such sale or his duly authorized agent. Such application shall contain the following information:

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A. The true name, home address and business address of the owner of the goods to be the object of the sale and the true name, home address and business address of the person who shall conduct the sale if not the owner of the goods;

B. Whether the proposed sale is to be held at the applicant's or owner's existing, regularly established place of business;

C. Description, by street address or location, and kind of building where such sale is to be held;

D. The nature of the occupancy, whether by ownership, lease or sublease; and if by lease or sublease, the effective date of the termination of same;

E. The dates when such sale is to be conducted;

F. A copy of all advertisements or a statement of all advertising themes to be used in connection with such sale and a statement of the means or methods of advertising to be used in advertising such sale;

G. A full and complete statement of the facts in regard to the sale, including the reason for the urgent and expeditious disposal of goods thereby and the manner in which the sale will be conducted;

H. A complete and detailed inventory setting forth the amount and description of goods to be sold at such sale, and the date of acquisition of such goods and the name and address of the person from whom obtained and the place from which such goods were last taken. The inventory shall be attached to and become part of the required application. The city clerk may require in addition that all goods listed upon the inventory be so described in detail by manufacturer's name and lot number, the individual number of articles so numbered, colors, sizes and otherwise that the identity of such goods with the goods listed on such inventory can be readily determined. In addition, the city clerk may require a listing of each article to be sold together with an inventory number for each article;

I. A showing that the applicant has made a return to the King County assessor of the property in his possession or ownership and the value thereof for tax assessment purposes, and that the applicant has paid any tax due;

J. Such other information as the city clerk may require. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.080).]

5.25.090 Issuance.

Upon filing of the application, the city clerk may make or cause to be made an examination, audit or investigation of the applicant and his affairs in relation to the proposed sale. If the city clerk finds that the statements in the application are true, that the inventory is complete, that the advertising or advertising

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theme set forth is not false, fraudulent, deceptive or misleading in any respect, and that the methods to be used by the applicant in conducting the sale are not such as, in the opinion of the city clerk, will work a fraud upon the purchasers, the city clerk shall issue a license to conduct such sale in accordance with the provisions of this chapter; provided, the city clerk may refuse to issue a license because of the insufficiency of the information set forth in the application, but in such event the applicant shall be permitted to file an amended application; further provided, that, no license shall be issued until the applicant shows that he has made a return to the King County assessor of the property in his possession or ownership and the value thereof for tax assessment purposes and has paid any tax due. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.090).]

5.25.100 License fee — Bond.

All applications for license must be made at least 60 days and not more than 90 days before the date the sale is to commence and the applicant shall file with the city clerk a bond in a form approved by the city clerk, executed by a surety company authorized to do business in this State, in an amount equal to one-half of the cost value of the goods inventoried for sale, the bond shall be approved by the city clerk. The bond shall run to the City of Kenmore, and shall state that it is for the use or benefit of persons who may be damaged by the violation of this chapter by the licensee, his employees or agents, or who may have a cause of action against the licensee, his employees or agents, by reason of any matters arising out of the conduct of the sale. Any such person shall have, in addition to any other right of action which he may have, a right of action on such bond for all damages not exceeding \$1,000, and the aggregate liability of the surety upon the bond for all claims which may arise thereunder shall not exceed the sum specified in the bond. The city clerk shall, upon compliance with all the requirements set forth in this chapter, issue a license to hold a sale as herein provided; provided, any person who has been conducting a business in the same location where the sale is to be held for a period of not less than one year, prior to the date of the application for a license hereunder, shall be excepted from the filing of the bond herein provided. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.100).]

5.25.110 License conditions.

Any license issued under the provisions of this title shall authorize the type of sale named in the application, at the place named therein, for a period of not more than 30 consecutive days, Sundays and legal holidays excluded, and shall permit the sale of goods which are set forth in the application and inventory, all of which goods throughout the duration of the sale must be definitely separated by partition or temporary partition from any other goods displayed at, or within the store or place of business, and all advertising, signs or notices referred to or calling attention to the sale must be confined to the display, or displayed goods involved in the sale. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.110).]

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~~5.25.120 Closing out a sales license—Fee.~~

~~The fee for closing out a sales license shall be imposed by the city council by resolution. [Ord. 02-0139 § 1; Ord. 98-0017 §§ 1, 2 (KCC 6.16.116).]~~

~~5.25.130 License renewal.~~

~~The city clerk may, upon a verified application therefor, renew the license for a period not to exceed 30 days, upon payment of a renewal fee in the amount imposed by the city council by resolution. Such verified application for renewal shall set forth a complete list of goods listed in the original application and remaining unsold, and shall certify that it does not contain any goods not named in such original application. Upon receipt of such application, the city clerk may cause an investigation to be made, and if satisfied of the truth of the statements contained therein, the city clerk shall grant such renewal within 15 days after such application, which shall be endorsed and signed as provided for in the original license. The city clerk may renew any original license in the manner above provided, not to exceed two times, upon the payment of the sum imposed by the city council by resolution for such renewal; provided, however, that the city clerk may not issue licenses or renewals which will allow the conduct of any sale as provided herein at any one location for more than 90 consecutive days, Sundays and legal holidays excluded, in any one 12-month period. [Ord. 02-0139 § 1; Ord. 98-0017 §§ 1, 2 (KCC 6.16.120).]~~

~~5.25.140 Renewal of license, registration or permit—Late penalty.~~

~~A late penalty shall be charged on all applications for renewal of a license, registration or permit received later than 10 working days after the expiration date of such license, registration or permit as set forth in the respective resolution or ordinance establishing the expiration date of such license, registration or permit. The amount of such penalty is fixed as follows:~~

~~A. For a license, registration or permit requiring a fee of \$0.50 or more, but less than \$50.00, 20 percent of the required fee;~~

~~B. For a license, registration or permit requiring a fee of \$50.00 or more, but less than \$1,000, 10 percent of the required fee;~~

~~C. For a license, registration or permit requiring a fee of \$1,000 or more, five percent of the required fee. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.130).]~~

~~5.25.150 General rules and regulations.~~

~~The license as issued pursuant to this chapter shall be valid only for the advertising, representations and sale of the particular goods, wares or merchandise described in the original application therefor, and at the particular time, and particular place stated therein, and by the particular applicant or his executor or administrator, and any renewal, replenishment or substitution of such goods, wares or merchandise, or~~

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change of such time or place for such sale, or change of person conducting the sale, is unlawful and shall render such license void. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.140).]

5.25.160 Commingling of goods.

No person in contemplation of conducting any sale, or during the continuance of such a sale, shall order any goods for the purpose of commingling or selling them at such sale, and any unusual purchase or additions to the stock within 90 days before the filing of such application for a license to conduct such a sale shall be presumptive evidence that such purchase or additions were made in contemplation of such sale and for the purpose of commingling or selling them at such sale. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.150).]

5.25.170 Removal of goods—Loss of identity.

Any removal of any goods, wares or merchandise inventoried and described in the original application form from the place of sale mentioned in such application shall cause such goods to lose their identity as the stock of any of the sales defined herein, and no license thereafter will be issued for the conducting of a sale of any goods, wares or merchandise in such manner as to identify them with the store, store name, store owner or location referred to in the original application. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.160).]

5.25.180 Inspection of premises.

A duplicate original of the application and stock inventory, pursuant to which such license was issued, shall at all times be available to the city clerk at the place of such sale and the holder of the license shall permit the city clerk to examine all merchandise in the premises for comparison with such stock inventory. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.170).]

5.25.190 Records.

Suitable books and records, including total receipts of both cash and credit sales, shall be kept by the licensee and shall at all times be available to the city clerk, his inspector and investigators for inspection. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.180).]

5.25.200 Duties of licensee.

A licensee, his employees and agents shall:

A. Not sell goods at a sale for which the application was obtained unless the same was listed in the inventory accompanying the application;

B. Represent to the public the true manufacture, quality and kind of said goods. If requested by anyone, a copy of the inventory will be shown;

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~~C. Not cause to be sold goods which have been falsely described or concerning which any false statement has been made. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.190).]~~

~~5.25.210 Persons exempted.~~

~~The provisions of this chapter shall not apply to or affect the following persons:~~

~~A. Persons acting pursuant to an order or process of a court of competent jurisdiction;~~

~~B. Persons acting in accordance with their powers and duties as public officials;~~

~~C. Persons conducting jewelry and appliance auctions in accordance with Chapter 18.12 RCW;~~

~~D. Persons conducting a sale of the type regulated herein on the effective date of this chapter, unless such sale is continued for a period of more than 30 days from and after such effective date, in which event such person, at the lapse of the 30-day period, shall comply with the provisions of this chapter;~~

~~E. Any publisher of a newspaper, magazine or other publication or radio or television station, who publishes any such advertisement in good faith, without knowledge of its false, deceptive or misleading character, or without knowledge that the provisions of this chapter have not been complied with. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.200).]~~

~~5.25.220 Penalties for violation.~~

~~Every person as principal, agent or otherwise failing, neglecting or refusing to comply with any provision of this chapter, or violating the same, is guilty of a misdemeanor. Each separate sale or offering for sale of goods, wares or merchandise in violation of the provisions of this chapter shall constitute a separate offense hereunder. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.210).]~~

~~5.25.230 Civil penalty.~~

~~In addition to or as an alternative to any other penalty provided herein or by law, any person who violates any provision of 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 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. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.220).]~~

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~~5.25.240 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 or will constitute a violation of any business license ordinance or other regulations herein adopted. [Ord. 98-0017 §§ 1, 2 (KCC 6.16.230).]~~

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**Chapter 5.30
DANCES**

(Repealed)

Sections:

- ~~5.30.010—General provisions—Applicability.~~
- ~~5.30.020—Definitions.~~
- ~~5.30.030—Dance or dance hall license or permit—Required—Exceptions.~~
- ~~5.30.040—Dance hall license—Application.~~
- ~~5.30.050—Dance permit—Application.~~
- ~~5.30.060—Dance hall license—Investigation.~~
- ~~5.30.070—Dance or dance hall—Prerequisites to license or permit issuance.~~
- ~~5.30.080—Hours of operation.~~
- ~~5.30.090—Public youth dance—Hours of operation—Age restrictions—Penalty.~~
- ~~5.30.100—Public youth dance—Readmission fee.~~
- ~~5.30.110—Fees.~~
- ~~5.30.120—Denial of license or permit.~~
- ~~5.30.130—Suspension or revocation of license or permit.~~
- ~~5.30.140—Transferability of license or permit.~~
- ~~5.30.150—Civil penalty.~~
- ~~5.30.160—Additional enforcement.~~
- ~~5.30.170—Severability.~~

~~5.30.010 General provisions—Applicability.~~

~~This chapter is subject to the general licensing provisions of Chapter 5.05 KMC. In the event of a conflict between this chapter and Chapter 5.05 KMC, the provisions of this chapter shall apply. The provisions of this chapter shall be construed liberally for the accomplishment of the purposes thereof. Nothing contained in this chapter shall be deemed to repeal or modify any of the provisions of any other law or City ordinance relating to dance halls or licensing. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.004).]~~

~~5.30.020 Definitions.~~

~~For the purpose of this chapter and unless the context plainly requires otherwise the following definitions are adopted:~~

- ~~A. "Public dance" means any dance which is open to the public and which is held and conducted for a profit, direct or indirect.~~

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B. "Public youth dance" means any public dance that is readily accessible to the public and which permits the entry of any persons under the age of 18 years. For the purposes of this chapter, the term "public dance" shall be construed so as to include all "public youth dances" except where specifically indicated otherwise.

C. "Public dance hall" means any place where a public dance is conducted, operated or maintained and includes the premises on which the public dance is conducted, operated or maintained and any and all areas attached to or adjacent to such premises including, but not limited to, all parking areas, hallways, bathrooms and all adjoining areas on the premises accessible to the public during the dance. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.010).]

5.30.030 Dance or dance hall license or permit—Required—Exceptions.

A. It is unlawful for any person to conduct, operate or maintain a public dance or public dance hall unless the person who is conducting, operating or maintaining such public dance or public dance hall has obtained a license or permit in the manner prescribed in this chapter.

B. Exceptions. The requirements of this chapter shall not apply if:

1. The public dance is sponsored by an accredited educational institution; or
2. The public dance is sponsored by a nonprofit tax exempt organization, corporation or association recognized by the United States of America as exempt from federal income taxation pursuant to 501(c)(1) or (3) of the Internal Revenue Code of 1954, 26 U.S.C. 501 as now existing or hereafter amended. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.020).]

5.30.040 Dance hall license—Application.

A. The person desiring to conduct, operate or maintain a public dance hall on a yearly or six-month basis shall be responsible for obtaining a public dance hall license from the city clerk.

B. Renewal applications for a public dance hall license (yearly or six-month) shall be made in writing on forms provided by the city clerk at least 14 days prior to the expiration date of the existing license.

C. Each applicant for a license shall complete an application form prepared by the city clerk which shall include the following information:

1. The name and address of the applicant;
2. If the applicant is a corporation or a partnership, the names and addresses of the officers or directors thereof;

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3. The name and address of the owner or owners of the premises upon which the dance hall is located;

4. The name of the business under which the activity is to be conducted;

5. A declaration by the applicant or, if the applicant is a corporation or a partnership, the officers, directors, or partners, of any conviction within the past five years from the date of application of any of the crimes; and

6. Any other information the city clerk may require to aid in the implementation and enforcement of this chapter. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.030).]

5.30.050 Dance permit—Application.

A. The person desiring to conduct, operate or maintain a one-night public dance, whether on premises licensed as a public dance hall or not, is responsible for obtaining a one-night public dance permit from the city clerk, at least 14 days prior to the date the dance is to be held, for each such one-night public dance.

B. Each applicant shall be issued a permit upon completion of an application form which includes:

1. Name of organization holding dance;

2. Location of dance;

3. Approval of the City of Kenmore fire marshal. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.040).]

5.30.060 Dance hall license—Investigation.

Upon the filing of an application for a public dance hall license, the city clerk shall refer the same to the Kenmore police department for investigation of the statements contained in such application. A written report containing the results of the police department investigation shall be furnished to the city clerk if requested. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.050).]

5.30.070 Dance or dance hall—Prerequisites to license or permit issuance.

Applicants must comply with the building, zoning, planning and fire codes of the City of Kenmore and with any rules or regulations set forth by the State of Washington Liquor Control Board. A written report that the applicant has complied with these codes and regulations shall be furnished to the city clerk before a license or permit under this chapter is issued. Applicants must submit, for any dance or dance hall where the expected attendance will exceed 1,000 people based on past experience or the statement of the applicant, such information as deemed appropriate by the Kenmore police department to insure adequate

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traffic control and crowd protection policing either arranged through private security agencies or has been contracted for with the police department. A written notice that the applicant has complied with the requirement shall be issued by the city clerk before a dance or dance hall permit or license is issued; provided, that permits or licenses issued prior to the effective date of the ordinance codified herein shall entitle the holder of such permit or license a period of 30 days, following the effective date to comply with the traffic control and crowd protection requirement; provided, further, that if the applicant should contract for traffic control and crowd protection policing with the City of Kenmore, in no event should the sum agreed upon in payment for such policing be less than the actual expense incurred by the City in providing that service. Such consideration shall be calculated for personnel resources on the hourly rate for overtime under the current collective bargaining agreement, plus that percentage then being paid for fringe benefits, and all sums paid under such contract shall be paid in accordance with procedures specified by the finance director. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.060).]

5.30.080 Hours of operation.

No public dance or public dance hall shall be conducted, operated or maintained after the hour of 2:30 a.m.; provided, that public dancing and those activities related to public dancing licensed by the City of Kenmore such as live musical entertainment shall be permitted until 4:00 a.m. in establishments which have a class "H" liquor license. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.070).]

5.30.090 Public youth dance — Hours of operation — Age restrictions — Penalty.

A. No person or entity conducting a public youth dance or maintaining a public youth dance hall shall allow persons under the age of 16 years to enter or remain on the premises without that person's parent or legal guardian present.

B. No person or entity conducting or operating a public youth dance or public youth dance hall shall allow persons under the age of 18 years to enter or remain on the premises after 2:00 a.m. without that person's parent or legal guardian present.

C. Every person who knowingly or recklessly shall allow a person to enter or remain at a public youth dance in violation of this section shall be guilty of a misdemeanor. It is the sole responsibility of the person or entity conducting and/or operating a public youth dance to require identification showing the age of each person admitted.

D. Any person under the age of 18 years who shall by affirmative misrepresentation of age obtain admission to or permission to remain in any public youth dance in violation of this chapter shall be guilty of a misdemeanor. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.072).]

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~~5.30.100 Public youth dance — Readmission fee.~~

~~No person or entity conducting or operating a public youth dance or public youth dance hall shall permit any person, other than an employee, to leave the dance or dance hall and return unless that person pays a readmission fee equal to, or greater than, one-half the original price of admission. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.074).]~~

~~5.30.110 Fees.~~

~~The fees for conducting, operating or maintaining a public dance hall or public dance are fixed as follows:~~

~~A. Public dance hall or public dance license (one year), imposed by the city council by resolution;~~

~~B. Public dance hall or public dance license (six month), imposed by the city council by resolution;~~

~~C. One night public dance permit, imposed by the city council by resolution. [Ord. 02-0139 § 1; Ord. 98-0017 §§ 1, 2 (KCC 6.20.080).]~~

~~5.30.120 Denial of license or permit.~~

~~A. The city clerk may deny a license or permit if the applicant or, if the applicant is a corporation or partnership, the applicant's officers, directors or partners or any agent thereof, have:~~

~~1. Committed any act which, if committed by a licensee or permittee, would be grounds for the suspension or revocation of a license or permit;~~

~~2. Been convicted within the last five years of:~~

~~a. A felony involving a crime of violence as defined in RCW 9A.010, or a felony under Chapter 69.50 RCW, or any felony or misdemeanor under Chapters 9A.44, 9A.64, or 9A.88 RCW;~~

~~b. Contributing to the dependency or delinquency of a minor; or~~

~~c. Assault on a juvenile;~~

~~3. Been refused a license or permit or had a license or permit revoked under the provisions of this chapter; provided, however, that any applicant denied a license or permit may reapply after six months if the basis for such denial no longer exists;~~

~~4. Committed any act for which a license is required under the provisions of this chapter;~~

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5. Failed to comply with the building, zoning, planning or fire codes of the City of Kenmore, or any rules or regulations set forth by the State of Washington Liquor Control Board; or

6. Knowingly made any false statement in the applicant's application.

B. The city clerk may deny a license if he determines that the conduct, operation or maintenance of a public dance hall or public dance will disturb the peace and quiet of the neighborhood in which the same is located. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.090).]

5.30.130 Suspension or revocation of license or permit.

The city clerk may suspend or revoke a license or permit if he determines that the licensee or permittee or any of the licensee's or permittee's officers, directors or partners or agents have:

A. Intentionally failed to disclose any material fact in the application for a license or permit, or a renewal of a license or permit;

B. Knowingly made any false statement or given any false information in connection with an application for a license or permit or a renewal of a license or permit or a renewal of a license or permit;

C. Failed to remove or attempt to remove from the dance premises any person who appears to be under the influence of or affected by the use of alcohol and/or drugs or whose conduct reasonably appears to pose a physical danger to the safety of others present;

D. Committed any act which is a ground for denial of a license or a permit; or

E. Violated any of the provisions of this chapter. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.100).]

5.30.140 Transferability of license or permit.

Any license or permit issued under the provisions of this chapter shall apply to a single location only and shall not be transferable to other locations; provided, however, that the license or permit may be transferred to another person provided such person satisfies the license or permit requirements contained herein and pays a transfer fee in an amount imposed by the city council by resolution. [Ord. 02-0139 § 1; Ord. 98-0017 §§ 1, 2 (KCC 6.20.110).]

5.30.150 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any person who violates any provision of 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 manager. The city manager, in a reasonable manner, may vary the amount of the penalty assessed to consider the appropriateness of the

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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. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.120).]

5.30.160 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 or will constitute a violation of any business license ordinance or other regulations herein adopted. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.130).]

5.30.170 Severability.

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of the remaining portion of this chapter. [Ord. 98-0017 §§ 1, 2 (KCC 6.20.150).]

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**Chapter 5.35
GO KART TRACKS**

(Repealed)

Sections:

- 5.35.010—Definitions.
- 5.35.020—License required—Fee.
- 5.35.030—Renewal of license, registration or permit—Late penalty.
- 5.35.040—Compliance with zoning code.
- 5.35.050—Liability insurance.
- 5.35.060—Safety standards and specifications.
- 5.35.070—Reporting accidents and keeping records.
- 5.35.080—Telephone facilities.
- 5.35.090—First-aid kit.
- 5.35.100—Maintenance and inspections.
- 5.35.110—Safety helmets.
- 5.35.120—Penalty for violations.
- 5.35.130—Civil penalty.
- 5.35.140—Additional enforcement.

5.35.010 Definitions:

For the purposes of this chapter, the words and phrases used herein shall have the following meanings:

A. "Go kart track" means any place of business, whether open to the public or operated on a private or semi-private basis, whether or not operated for a profit, wherein the use of karts for rides, rentals, demonstrations and/or similar activities reasonably connected therewith and to only include herein those operations commonly referred to as concession tracks.

B. "Go kart" means a miniature self-propelled vehicle designed to be independently operated by the person riding therein and shall include the terms "cart," "go cart" or "kart." [Ord. 98-0017 §§ 1, 2 (KCC 6.28.010).]

5.35.020 License required—Fee.

It is unlawful to open, operate, conduct, manage, maintain or control, or in any way be connected with the opening, operation, conduct, management, maintenance or control, of any go kart track without a valid and subsisting license for each location. The license shall be known as a go kart track license, and the

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fee for the license is fixed in the sum imposed by the city council by resolution. [Ord. 02-0139 § 1; Ord. 98-0017 §§ 1, 2 (KCC 6.28.020).]

5.35.030 Renewal of license, registration or permit — Late penalty.

A late penalty shall be charged on all applications for renewal of a license, registration or permit received later than 10 working days after the expiration date of such license, registration or permit as set forth in the respective resolution or ordinance establishing the expiration date of such license, registration or permit. The amount of such penalty is fixed as follows:

A. For a license, registration or permit requiring a fee of \$0.50 or more, but less than \$50.00, 20 percent of the required fee;

B. For a license, registration or permit requiring a fee of \$50.00 or more, but less than \$1,000, 10 percent of the required fee;

C. For a license, registration or permit requiring a fee of \$1,000 or more, five percent of the required fee. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.030).]

5.35.040 Compliance with zoning code.

It is unlawful for any person to manage, conduct, carry on or own the business of operating a go kart track unless the location and establishment of such business complies with the provisions of this code or is deemed a nonconforming use thereunder. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.040).]

5.35.050 Liability insurance.

It is unlawful for any person to manage, conduct, carry on or own the business of operating a go kart track unless such person shall, prior to the conducting, managing, carrying on or establishing of the go kart track, obtain and maintain during the period of operation of the business public liability insurance covering personal injuries, property damage and medical expenses in limits of at least \$100,000 per occurrence, with at least \$50,000 for any one person per occurrence and with at least \$500,00 of medical expense coverage per person per occurrence. Compliance with this section shall be deemed complete when the person furnishes the city clerk with proof of insurance coverage by a reputable insurance carrier and with an endorsement to the effect that the city clerk shall receive at least 10 days' notice prior to the cancellation of such insurance coverage of any such person governed by this chapter. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.050).]

5.35.060 Safety standards and specifications.

All go kart tracks regulated under the provisions of this chapter shall comply with the following standards and specifications intended to protect and safeguard participants and spectators at tracks:

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- A. The track surface shall be a smooth, durable, nonskid material such as asphalt or concrete. Gravel or crushed rock surfaces are prohibited.
- B. Length of tracks shall not exceed one-quarter mile.
- C. Length of straight-of-ways on tracks shall not exceed 300 feet.
- D. Width of track shall be not less than 16 feet on straight-of-ways and not less than 20 feet on turns.
- E. Track may have bank or super only on turns.
- F. Grades on track shall not exceed five percent.
- G. Track must join with track edge smoothly to avoid a "curb" or drop-off hazard.
- H. All tracks must have a safety apron not less than 15 feet wide between track and fence on straight-of-ways and not less than 25 feet wide between the track and fences on curves.
- I. All tracks shall be inside a fenced enclosure. The fencing shall be chain link of No. 9 hogwire not less than four feet in height, with fence posts not less than five and one-half feet in height and placed at intervals of not more than 15 feet.
- J. Ingress and egress to the track or pit areas shall be through gates which are kept closed at all times when not in use. Responsible supervision of participants and spectators in the gate and pit areas must be provided at all times during which the go kart track is in operation.
- K. Baled hay, rubber tires or similar protective materials shall be placed on all turns or curves at track and shall also be placed in a continuous ring two feet inside chain link fence around the entire track.
- L. Track pits shall have separate entrance and exit lanes, shall have the same surface as track, shall be fenced off from spectator areas and a responsible employee shall supervise all pit activities.
- M. No person under the age of eight years shall be allowed to drive any go kart at speeds in excess of 12 miles per hour. No person under the age of 11 years shall be allowed to drive any go kart at any speed in excess of 20 miles per hour. Under no circumstances shall go karts subject to the provisions hereof be operated at speeds in excess of 20 miles per hour, except in connection with sales demonstrations of single racing or competition go kart at any one time.

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N. Spectator areas must be separated from track and pit areas by fencing as herein provided. Bleachers or grandstands, if any, shall be substantially constructed and properly maintained. Attendants must be on duty to control spectators and parking.

O. All attendants at a go kart track must at all times be under the direct control of a responsible supervisor not less than 18 years of age during all periods of track use. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.060).]

5.35.070 Reporting accidents and keeping records.

The manager or owner shall report in writing all accidents of a nature to cause unconsciousness, broken or sprained extremities or bones, removal, breaking or loosening of teeth, hemorrhaging or lacerations which may require suturing or eye injuries to the city clerk. Records thereof shall be maintained on the premises of all medical aid or care administered. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.070).]

5.35.080 Telephone facilities.

Track owners shall provide a telephone facility available for the use of himself and all track employees. Telephone numbers of emergency medical services of facilities should be conspicuously posted thereon. Such telephone shall be available for emergency use at all times during which the track is in operation. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.080).]

5.35.090 First aid kit.

A first aid kit approved by the city clerk shall be maintained and be readily available on the track premises for emergency treatment or care of a minor nature at all times during which the track is in operation. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.090).]

5.35.100 Maintenance and inspections.

Go kart tracks and all related facilities and equipment shall be maintained in good repair. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.100).]

5.35.110 Safety helmets.

All persons riding go karts during periods of track operation shall be required to wear standard safety or "crash" helmets. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.110).]

5.35.120 Penalty for violations.

Any person violating, or failing to comply with, any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished as prescribed by law. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.120).]

5.35.130 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any person who violates any provision of any business license ordinance shall be subject to a civil penalty in an amount not to

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exceed \$250.00 per violation to be directly assessed by the city 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. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.130).]

5.35.140 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 or will constitute a violation of any business license ordinance or other regulations herein adopted. [Ord. 98-0017 §§ 1, 2 (KCC 6.28.140).]

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Chapter 5.40
JUNK DEALERS

Sections:

- 5.40.010 License required.
- 5.40.020 Definitions.
- 5.40.030 ~~License fee. *Repealed*~~
- 5.40.040 Application for license.
- 5.40.050 ~~Renewal of license, registration or permit—Late penalty. *Repealed*~~
- 5.40.060 Personal property tax return.
- 5.40.070 Vehicle markings.
- 5.40.080 Records required.
- 5.40.090 Compliance required.
- 5.40.100 Records and articles to be available for inspection.
- 5.40.110 Seller to give true name.
- 5.40.120 Certain transactions prohibited.
- 5.40.130 No sale within 10 days.
- 5.40.140 Police officers to be admitted.
- 5.40.150 Violation a misdemeanor.
- 5.40.160 Civil penalty.
- 5.40.170 Additional enforcement.

5.40.010 License required.

A. ~~Junk Shop License.~~ It is unlawful for any *person*, firm, or corporation to operate or maintain a *junk shop* without first obtaining a "~~junk shop license~~" pursuant to the provisions of this chapter.

B. ~~Junk Wagon License.~~ It is unlawful for any *person*, firm, or corporation to operate or maintain a *junk wagon* without first obtaining and displaying a valid ~~and subsisting "junk wagon license"~~ pursuant to the provisions of this chapter.

5.40.020 Definitions.

A. "Junk," as used in this chapter, shall be deemed to include and mean old rope, old iron, brass, copper, tin, lead, rags, empty bottles, paper, bagging, scrap metals of all kinds, and other worn out or discarded material.

B. "Junk shop," as used in this chapter, means any storeroom, building, yard, enclosure, or other place where *junk* is sold, bought, received or stored; provided, however, that such definition shall not apply where *junk* is:

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1. Purchased from a source other than a *junk wagon* and is in prepared form by baling, pressing, or otherwise, or in carload lots, or cut to specifications; or

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2. Purchased from a licensed *junk shop*; or

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3. Purchased directly from the industrial producer of scrap metals, by the consumer there; or

4. Purchased by automobile wreckers where automobiles are purchased and a *certificate* of title furnished.

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C. "Junk wagon," as used in this chapter, means any vehicle used for the purpose of going from house to house, place to place, buying or offering to buy, picking up or collecting *junk* and transporting such *junk*, wholly or in part, within the *city* *City of Kenmore*, regardless of where the *junk* has been bought or collected, other than a vehicle used by a regularly licensed *junk shop* in disposition of its own *junk*.

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5.40.030 License fee.

A. *Junk Shop License.* The fee for a *junk shop license* shall be imposed by the city council by resolution payable on the thirty-first of December preceding the year for which the *license* is issued. Fees becoming due for less than one year shall be prorated on a quarterly basis.

B. *Junk Wagon License Fee.* The fee for a *junk wagon license* shall be imposed by the city council by resolution payable on the thirty-first of December preceding the year for which the *license* is issued. Fees becoming due for less than one year shall be prorated on a quarterly basis.

5.40.040 Application for license.

All applications for issuance or renewal of a *junk shop license* *junk shop license* or a *junk wagon license* *junk wagon license* shall be made to and be filed with the *city manager* *city clerk* on forms furnished for such purpose. This application shall state the true name of the applicant, who shall not be less than 18 years of age, the names of all persons having a financial, proprietary, or other interest in such *junk shop* *junk shop* together with such other information as the *city manager* *city clerk* deems appropriate. The application shall then be referred to the *city* *Kenmore* police department for investigation, report and recommendation. If from the reports and other information available, the *city manager* *city clerk* deems the applicant to be a fit and proper person, the *city manager* *city clerk* shall issue or renew the *license* *license* applied for.

5.40.050 Renewal of license, registration or permit — Late penalty.

A late penalty shall be charged on all applications for renewal of a license, registration or permit received later than 10 working days after the expiration date of such license, registration or permit as set forth in

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~~the respective resolution or ordinance establishing the expiration date of such license, registration or permit. The amount of such penalty is fixed as follows:~~

~~A. For a license, registration or permit requiring a fee of \$0.50 or more but less than \$50.00, 20 percent of the required fee;~~

~~B. For a license, registration or permit requiring a fee of \$50.00 or more, but less than \$1,000, 10 percent of the required fee;~~

~~C. For a license, registration or permit requiring a fee of \$1,000 or more, five percent of the required fee.~~

5.40.060 Personal property tax return.

No renewal *license* shall issue to any *junk shop* owner or to any *junk wagon* owner until the applicant shall show that he has made a return to the King County assessor of the property in his possession or ownership and the value thereof for tax assessment purposes and has paid the tax due.

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5.40.070 Vehicle markings.

Every *licensee* operating a *junk wagon* shall obtain from the ~~city clerk~~ *city manager* two *junk wagon* vehicle *licenses* for each vehicle to be so used. On each *license* there shall be stamped or painted the word "junk" and the *license* number of the *licensee*. Each *license* shall be securely fastened to each outer side of the vehicle. In addition, such vehicle shall also be prominently and plainly marked with the name of the *licensee* and the street address of his place of business. The vehicle marking license shall remain the property of the ~~city~~ *City of Kenmore*, and it is unlawful for any *person* other than the *licensee* to whom the plates were issued to possess or use any such plate. Plates possessed or used in violation of the provisions of this section, or used after the *junk wagon license* has expired or been suspended, or if by a dealer after his *junk shop license* has expired or been suspended, shall be taken up by any police officer or the ~~city clerk~~ *city manager*.

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5.40.080 Records required.

Every *person* who maintains or operates a *junk shop* and/or a *junk wagon* shall provide and keep a book in which shall be plainly written in ink, in the English language, at the time of every purchase, a description of the article purchased, the printed name, signature, age, street and house number, the general description of the dress, complexion, color and appearance of the *person* from whom such purchase is made, and the day and hour of such purchase. All such records shall be present at the *junk shop* or *junk wagon*, and shall be at all times available for inspection by officers of the ~~city~~ *Kenmore* police department.

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5.40.090 Compliance required.

It is unlawful for any *junk shop* or *junk wagon* owner, or any clerk, agent, or employee of such *junk shop* or *junk wagon*, to fail, neglect, or refuse to make any material entry in the records required herein, or to make any false entry therein, or to obliterate, destroy, or remove from his place of business such record within five years from the date of transaction.

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5.40.100 Records and articles to be available for inspection.

All books and other records of any *junk shop* operator or any *junk wagon* operator relating to the purchase or receipt of any goods, wares, merchandise, *junk*, or other articles or things of value, shall be at all times open for inspection by the *cityKenmore* police department; and all *junk wagon* operators shall at any time allow inspection of their *license* and *junk* or other articles contained in the *junk wagon*.

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5.40.110 Seller to give true name.

Anyone who sells or otherwise gives any property to a *junk shop* operator or *junk wagon* operator shall sign the records required to be kept by such operator with his true name and shall include his correct residence address.

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5.40.120 Certain transactions prohibited.

A. It is unlawful for any *person* to purchase any *junk* from any *person* under the age of 18 years without receiving from such *person* a written authority from the *person* owning such *junk* authorizing him to sell the same. Such written authority shall be placed on file by the *person* receiving such *junk*. It is unlawful for any *junk shop* operator or *junk wagon* operator to receive any article or thing known by him to be stolen, any article or thing from any *person* who is under 18 years of age, intoxicated, an habitual drunkard, addicted to the use of drugs, or from any *person* who is known to be a thief or a receiver of stolen property, or from any *person* who he has reason to suspect or believe to be such.

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B. It is unlawful for any keeper of a *junk shop*, or *person* operating a *junk wagon* to purchase any *junk* between the hours of 7:00 p.m. and 7:00 a.m. of the following day.

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5.40.130 No sale within 10 days.

No *junk shop* operator or *junk wagon* operator shall sell or otherwise dispose of any article received or purchased by him, or remove or *permit* the same to be removed from his place of business within 10 days after receipt of the articles have been reported to the *cityKenmore* police department as herein provided, except when the articles have been inspected by a regular member of the police department, and he has been authorized to dispose of such goods within a lesser period of time.

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5.40.140 Police officers to be admitted.

It is unlawful for any keeper of a *junk shop* or a *junk wagon* to refuse to allow any police officer to inspect his place of business or *junk wagon*, and all articles of *junk* kept therein, or to conceal or hide away any article or thing bought or received by him.

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5.40.150 Violation a misdemeanor.

Any violation of the provisions of this chapter shall constitute a misdemeanor.

5.40.160 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any *person* who violates any provision of ~~this chapter~~*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 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.

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5.40.170 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 or will constitute a violation of any business license ordinance or other regulations herein adopted.

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**Chapter 5.43
MARIJUANA BUSINESSES**

Sections:

- 5.43.010 Definitions.
- 5.43.020 License required.
- 5.43.030 Liquor ~~and CannabisControl~~ Board license – Condition precedent.
- 5.43.040 Marijuana business license.
- 5.43.050 ~~Marijuana business license fee. Repealed.~~
- 5.43.060 Effect of license denial.
- 5.43.070 Appeal.
- 5.43.080 License term, assignment and renewals.
- 5.43.090 License suspension and revocation.
- 5.43.100 Standards of conduct for marijuana businesses.
- 5.43.110 Hours of operation for marijuana retailers.
- 5.43.120 Insurance.

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5.43.010 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings unless the context clearly requires otherwise:

- A. "Applicant" means any ~~person or business entity who is considered by the Washington State Liquor and CannabisControl~~ Board as a true party of interest in a ~~marijuana license~~ *marijuana license*, as set forth in WAC ~~314-55-035~~.
- B. "Marijuana" means marijuana as defined in RCW ~~69.50.101~~.
- C. "Marijuana producer" means a marijuana producer as defined in RCW ~~69.50.101~~.
- D. "Marijuana processor" means a marijuana processor as defined in RCW ~~69.50.101~~.
- E. "Marijuana retailer" means a marijuana retailer as defined in RCW ~~69.50.101~~.
- F. "Marijuana business" means a marijuana producer, marijuana processor or marijuana retailer. Marijuana business does not include a medical marijuana collective garden as defined in Chapter ~~69.51A~~ RCW.
- G. "Marijuana license" means a license issued by the Liquor ~~and CannabisControl~~ Board for a marijuana producer, marijuana processor or marijuana retailer.

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H. "Marijuana business license" means a business license issued by the City pursuant to this chapter.

I. "Person" has the same meaning as the definition of "person," firm," or "corporation" in KMC 5.105.020.

J. "Liquor and CannabisControl Board" means the Washington State Liquor and CannabisControl Board.

5.43.020 License required.

A. It shall be unlawful for any *person* to conduct, manage or operate a *marijuana business* unless such person is the holder of a valid and subsisting license from the City to do so, obtained in the manner provided in this chapter.

B. It shall be unlawful for any employee or manager to knowingly work in or about, or to knowingly perform any service directly related to the operation of, an unlicensed *marijuana business*.

5.43.030 Liquor and CannabisControl Board license – Condition precedent.

The City shall process an application for a *marijuana business license* in accordance with this chapter after the *applicant* receives a marijuana business license from the Liquor and CannabisControl Board. No license shall be issued to any *person* who does not hold a valid *marijuana license* from the Liquor and CannabisControl Board.

5.43.040 Marijuana business license.

A. After receiving a license from the Liquor and CannabisControl Board, an *applicant* may file a written application with the city clerk city manager, on a form provided by the city clerk city manager for that purpose, in the name of the *person* or entity that was issued the license. A failure to provide all information required on the form will constitute an incomplete application and the application will not be processed. The application form shall require the following information of the *applicant*:

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1. The name of the *applicant*; business, mailing, and residential addresses; and business telephone number.

2. The type of *applicant*, as described in WAC 314-55-035.

3. Whether the *applicant*, or any partner, corporate officer, or director of the *applicant*, holds any other licenses under this chapter from the city or another city, county or state, and if so, the names and addresses of each other licensed business.

4. A summary of the business history of the applicant in owning or operating *marijuana businesses*, providing names, addresses and dates of operation for such businesses, and whether any Liquor

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and CannabisControl BoardLiquor-Control-Board license or other business license has been revoked or suspended, and the reason therefor.

5. A copy of the completed personal/criminal history form and fingerprints submitted to the Liquor and CannabisControl BoardLiquor-Control-Board for the Liquor and CannabisControl BoardLiquor-Control-Board license application, together with the results of the Liquor and CannabisControl Board'sLiquor-Control-Board's criminal history check on the applicant.

6. A copy of the operating plan submitted to the Liquor and CannabisControl BoardLiquor-Control-Board in connection with the license application, and any amendments thereto, and the license issued by the Liquor and CannabisControl BoardLiquor-Control-Board.

7. Authorization for the cityCity, its officers, employees and agents, to seek information to confirm any information and documents in the application.

8. The location and "doing-business-as" name of the marijuana business, including a legal description of the property, street address, and telephone number, together with the name and address of each owner and lessee of the property, if not the applicant.

9. Two two-inch by two-inch color photographs of the applicantapplicant and applicantapplicant control persons, taken within six months of the date of application showing only the full face.

B. An application shall be deemed complete upon the applicant'sapplicant's submittal of all information and documents described above, including identification of "none" where that is the correct response, and the applicant'sapplicant's verification that the application is complete. The city-clerk-city manager may request other information or clarification in addition to that provided in a complete application where necessary to determine compliance with this chapter.

C. A nonrefundable application fee (see KMC 5.43.050) must be paid at the time of filing an application.

D. All applications shall be signed by the applicantapplicant and notarized or certified as true under penalty of perjury.

E. If any person or entity acquires, subsequent to the issuance of a marijuana business licensemarijuana business license, a significant interest based on responsibility for management or operation of the licensed premises or the licensed business, notice of such acquisition shall be provided in writing to the city-clerk-city manager, no later than 21 days following such acquisition. The notice required shall include the information required for the original marijuana business licensemarijuana-business license application.

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F. The marijuana business license~~marijuana-business-license~~, if granted, shall state on its face the name of the person or entity, or persons or entities, to whom it is issued, the expiration date, the "doing-business-as" name, and the address of the licensed marijuana business~~marijuana-business~~. The permit shall be posted in a conspicuous place at or near the entrance to the marijuana business so that it can be easily read at any time the business is open.

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G. No person granted a marijuana business license~~marijuana-business-license~~ pursuant to this chapter shall operate the marijuana business~~marijuana-business~~ under a name not specified on the license~~license~~, nor shall any person operate a marijuana business~~marijuana-business~~ under any designation or at any location not specified on the license~~license~~.

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H. Upon receipt of the complete application and fee, the city manager~~clerk~~ shall provide copies to the appropriate City departments for their investigation and review to determine compliance of the proposed marijuana business~~marijuana-business~~ with the laws and regulations which each department administers. Each department shall, within 20 days of the date of such application, inspect the application and premises and shall make a written report to the city clerk~~city manager~~ regarding compliance of such application and premises with the laws administered by each department. A department shall recommend denial of a license under this subsection if it finds that the proposed marijuana business~~marijuana-business~~ is not in conformance with the requirements of this chapter or other law in effect in the city~~City~~.

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A recommendation for denial shall cite the specific reason therefor, including reference to applicable laws. The city clerk~~city manager~~ shall not issue a marijuana business license~~marijuana-business-license~~ unless and until each department reports that the application and premises comply with the relevant laws, unless the 20-day period has lapsed. If the premises is not yet constructed, the departments shall base their recommendation as to premises compliance on their review of the drawings submitted in the application. Any marijuana business license~~marijuana-business-license~~ approved prior to premises construction shall contain a condition that the premises may not open for business until the premises have been inspected and determined to be in substantial conformance with the drawings submitted with the application.

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I. A marijuana business license~~marijuana-business-license~~ shall be issued by the city clerk~~city manager~~ within 30 days of the filing of a complete license application and the application fee, unless the city clerk~~city manager~~ determines that the applicant~~applicant~~ has failed to meet any of the requirements of this chapter, that the applicant~~applicant~~ has failed to provide any information required under this section, or that the applicant~~applicant~~ has made a false, misleading or fraudulent statement of material fact on the application. The city clerk~~city manager~~ shall grant an extension of time in which to provide all information required for a complete license~~license~~ application upon the request of the applicant~~applicant~~. If the city manager~~city clerk~~ finds that the applicant~~applicant~~ has failed to meet any of the requirements for issuance

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of a ~~marijuana business license~~~~marijuana-business-license~~, the ~~city manager~~~~clerk~~ shall deny the application in writing and shall cite the specific reasons therefor, including applicable law. If the ~~city manager~~~~city-clerk~~ fails to issue or deny the license within 30 days of the date of filing of a complete application and the application fee, the ~~applicant~~~~applicant~~ shall be permitted, subject to all other applicable law, to operate the business for which the license was sought until notification by the ~~city manager~~~~city-clerk~~ that the ~~license~~~~license~~ has been denied, but in no event may the ~~city manager~~~~city-clerk~~ extend the application review time for more than an additional 20 days.

~~5.43.050 Marijuana business license fee.~~

~~Any person desiring to obtain a marijuana business license shall pay, at the time of application, a license fee pursuant to the City's adopted fee schedule.~~

5.43.060 Effect of license denial.

If the City denies a ~~marijuana business license~~~~marijuana-business-license~~, the City shall not issue a ~~marijuana business license~~~~marijuana-business-license~~ to that ~~applicant~~~~applicant~~, or the ~~applicant's~~~~applicant's~~ successor on the ~~marijuana license~~~~marijuana-license~~, for a period of one year from the date of such denial.

5.43.070 Appeal.

A. Any ~~person~~ aggrieved by the action of the ~~city manager~~~~city-clerk~~ in refusing to issue or renew any ~~license~~~~license~~ issued under this chapter shall have the right to appeal such action to the hearing examiner by filing a notice of appeal with the ~~city manager~~~~city-clerk~~ within 21 days of notice of the refusal to issue or renew. The decision of the ~~city manager~~~~city-clerk~~ shall be stayed pending the final outcome of any such timely appeal. The appeal shall be processed under KMC ~~5.05.150~~ and Chapter ~~19.30~~ KMC.

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B. Any ~~person~~ aggrieved by the decision of the hearing examiner may appeal to the superior court for a writ of certiorari, prohibition or mandamus. The decision of the hearing examiner shall be stayed pending the final outcome of any such timely appeal.

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5.43.080 License term, assignment and renewals.

A. The ~~marijuana business license~~~~marijuana-business-license~~ is valid for one year and shall be renewed annually. The ~~city manager~~~~city-clerk~~ shall have the authority to adjust the expiration date and to prorate the license fee of the ~~license~~~~license~~ in order to coincide with ~~marijuana license~~~~marijuana-license~~ expiration dates. ~~Marijuana business licenses~~~~Marijuana-business-licenses~~ issued under this chapter shall not be assignable.

B. Application for renewal of ~~marijuana business licenses~~~~marijuana-business-licenses~~ issued hereunder shall be made to the ~~city manager~~~~city-clerk~~ no later than 30 days prior to the expiration of ~~marijuana~~

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business licenses~~marijuana business licenses~~. The renewal license~~license~~ shall be issued in the same manner and on payment of the same fees as for an original application under this chapter. There shall be assessed and collected by the city manager~~city clerk~~ an additional charge, computed as a percentage of the marijuana business license~~marijuana business license~~ fee, on applications not made on or before said date, as follows:

Days Past Due	Percent of License Fee
7 – 30	25%
31 – 60	50%
61 and over	75%

C. The city manager~~city clerk~~ shall renew a license~~license~~ upon application if it complies with all provisions of this chapter, as now enacted or as the same may hereafter be amended; provided, that the city manager~~city clerk~~ may deny a renewal where the city manager~~city clerk~~ is aware of facts that would disqualify the applicant~~applicant~~ from being issued a marijuana business license~~marijuana business license~~.

5.43.090 License suspension and revocation.

A. The city manager~~city clerk~~ may, upon the recommendation of the chief of police or designee, and as provided in subsection B of this section, suspend or revoke any marijuana business license~~marijuana business license~~ issued under the provisions of this chapter:

1. Where the license~~license~~ was procured by fraud or false representation of fact;
2. For violation of, or failure to comply with, this chapter, this Code, or similar local or State law by the licensee, or by any of the licensee's servants, agents or employees, when the licensee knew or should have known of the violations committed by such servants, agents or employees;
3. For conviction of the licensee of any crime or offense involving transactions involving controlled substances (as that term is defined in Chapter 69.50 RCW) committed on the premises, or the conviction of any of licensee's servants, agents or employees of any crime or offense involving transactions involving controlled substances (as that term is defined in Chapter 69.50 RCW) committed on the premises in which the marijuana business is conducted when the licensee knew or should have known of the violations committed by such servants, agents or employees.

B. A license~~license~~ procured by fraud or misrepresentation shall be revoked permanently for the licensee and licensee's successors on the marijuana license. Where other violations of this chapter or other

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applicable ordinances, statutes or regulations are found, the license shall be suspended for a period of 30 days upon the first such violation, 90 days upon the second violation within a 24-month period, and revoked for third and subsequent violations within a 24-month period, not including periods of suspension.

C. The city manager shall provide at least 10 days' prior written notice to the licensee of the decision to suspend or revoke the license. Such notice shall inform the licensee of the right to appeal the decision to the hearing examiner or other designated hearing body and shall state the effective date of such revocation or suspension and the grounds for revocation or suspension. Such appeals shall be processed under KMC 5.05.150 and Chapter 19.30 KMC. The decision of the city manager shall be stayed during the pendency of any appeal except as provided in subsection D of this section.

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D. Where the city building official or fire marshal, or their designees, or the King County health department find that any condition exists upon the premises of a marijuana business which constitutes a threat of immediate serious injury or damage to persons or property, the official may immediately suspend any license issued under this chapter pending a hearing in accordance with subsection C of this section. The official shall issue a notice setting forth the basis for the action and the facts that constitute a threat of immediate serious injury or damage to persons or property, and informing the licensee of the right to appeal the suspension to the hearing examiner or other designated hearing body under the same appeal provisions set forth in subsection C of this section; provided, that a suspension based on threat of immediate serious injury or damage shall not be stayed during the pendency of the appeal.

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5.43.100 Standards of conduct for marijuana businesses.

Marijuana businesses shall conform to the rules of Chapter 314-55 WAC, applicable State laws relating to marijuana businesses, and KMC Title 18.

5.43.110 Hours of operation for marijuana retailers.

A marijuana retailer may be open for business only between the hours of 8:00 a.m. and 10:00 p.m.

5.43.120 Insurance.

The licensee shall maintain the insurance coverage of WAC 314-55-082 during the term of the marijuana business license, and shall name the City as an additional insured on the insurance policies. The policies shall be primary to any City insurance policies and the licensee's insurance policies shall state this requirement.

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Chapter 5.45

MASSAGE ~~PARLORS~~ 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 ~~Expiration of license—Due date for license fees. *Repealed*~~
- 5.45.070 ~~License fees. *Repealed*~~
- 5.45.080 Requirements for licensing/operation.
- 5.45.090 Transfer of licenses and change of location.
- 5.45.100 Safety and sanitation.
- 5.45.110 Standards of conduct.
- 5.45.120 Standards for suspension or revocation of license.
- 5.45.130 Violation – Penalties.
- 5.45.140 ~~Severability. *Repealed*~~

5.45.010 Definitions.

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

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

B. "Public bathhouse" means any place where baths or facilities for baths of any kind whatever 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; baths by hot air, steam, vapor, water or electric cabinet; provided, that such term shall not include ordinary tub or shower baths where attendant is not required.

C. "Massage practitioner" means a *person* engaged in the practice of massage.

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

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E. "Massage" means the treatment of a human body by another by the external manipulation or pressure of soft tissue. Massage includes rubbing, kneading, touching, stroking, or tapping by manual means as they relate to massage with or without the aids of superficial heat, cold, water, lubricants, or salts.

5.45.020 General provisions.

Unless otherwise specified, the general licensing provisions shall apply to this license section.

5.45.030 License required.

A. Massage Business ~~or~~ Public Bathhouse. It is unlawful to conduct, operate or maintain a massage business or public bathhouse unless such establishment or premises is licensed as hereinafter provided.

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B. Massage Practitioner. It is unlawful for any person to give a massage without a massage practitioner license.

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C. Exemptions. This chapter shall not apply to:

1. An individual giving massage in their home to members of their immediate family;

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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;

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4. Nurses who are registered as such under the laws of the State of Washington and who act under the direction and control of a duly licensed physician;

5. Persons authorized by the laws of this State as barbers and cosmetologists; provided, that such massage as is practiced is within their authorized scope of practice;

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

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

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5.45.040 License application and issuance.

A. Message Business ~~or~~ Public Bathhouse. All applications for a ~~message business~~ ~~or~~ ~~public bathhouse~~ shall be submitted in the name of the ~~person~~ or entity proposing to conduct such ~~message 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~~ ~~city clerk~~, which shall require the following information:

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1. 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. The names, addresses, telephone numbers, and Social Security numbers of any partners, corporate officers, shareholders who own 10 percent or more of the business, or other ~~persons~~ who have a substantial interest or management responsibilities in connection with the business, specifying the interest or management responsibility 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;

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4. Terms of any loans, leases, secured transactions and repayments therefor relating to the business.

B. Message Practitioner. All applications for a ~~message practitioner's license~~ 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~~ ~~city clerk~~, which shall require, at a minimum, the following information:

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1. The applicant's name, home address, home telephone number, date and place of birth;

2. A letter from the owner of the business indicating intent to employ the applicant; and

3. 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;

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

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c. A passport.

C. Applications will be submitted to a background check in accordance with the procedures of the cityKenmore police department.

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

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5.45.050 Standards for denial of license.

A. Message Business or Public Bathhouse License.

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1. The city managercity clerk shall deny any message business/ or public bathhouse license applied for under the provisions of this chapter if the city managerhe determines that the applicant has:

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

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

c. Not complied with the operating requirements set out in KMC 5.45.080.

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

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

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

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B. Message Practitioner License.

1. The city managercity clerk shall deny any message practitioner license if the city managerhe determines that the applicant/licensee has:

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

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b. Not complied with the operating requirements set out in KMC 5.45.080.

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

a. 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

b. Had a massage practitioner license revoked or suspended by the city/City or any other jurisdiction within one year prior to the date of application.

C. Effect of License Denial. If any applicant has this or her 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.

5.45.060 Expiration of license — Due date for license fees.

Every license issued or renewed pursuant to this chapter shall expire on the thirtieth of November. All license fees are payable to the finance director at least four weeks prior to the opening of any massage business or public bathhouse, or the performance of massage in any massage business or public bathhouse.

5.45.070 License fees.

The following fees are applicable to the licensing of massage businesses, public bathhouses and massage practitioners in the City of Kenmore as required in this chapter:

A. Massage business, imposed by the city council by resolution;

B. Public bathhouse, imposed by the city council by resolution;

C. Massage practitioner, imposed by the city council by resolution;

D. Late Penalty. A late penalty shall be charged on all applications for renewal of a license received later than 10 working days after the expiration date of such license. The amount of such penalty is fixed as follows:

1. Massage business, \$15.00;

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2. ~~Public bathhouse, \$15.00;~~

3. ~~Massage practitioner, \$5.00.~~

5.45.080 Requirements for licensing/operation.

A. Massage Business ~~or~~ Public Bathhouse. The ~~city manager~~~~city clerk~~ shall refer applications to the ~~Seattle-King County health 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 ~~licensees~~~~licensees~~ shall:

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1. Comply with the applicable safety and sanitation requirements of KMC ~~5.45.100~~;

2. Keep business receipts showing the date of service(s) given, the type of service(s) rendered and the name and ~~license~~ number of the employee rendering the service(s). These business receipts shall be retained for a period of three years after the date of the service(s), and shall be open to inspection by the ~~city~~~~Kenmore~~ police department;

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3. Allow any police officer, the ~~city manager~~~~city clerk~~, or a representative from the Seattle-King County health department or the Northshore fire department entry to the premises during the hours the ~~massage business or public bathhouse~~ is open for business, upon presentation of proper identification, for purposes of inspecting the premises;

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4. Provide that all doors in such 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 to prevent reasonable access by such authorities who announce their authority to enter prior to inspection of such premises;

5. Comply with the applicable standards of conduct requirements set out in KMC ~~5.45.110~~;

6. Comply with the applicable provisions of the ~~city~~~~City of Kenmore~~ building, fire and zoning codes;

7. Submit proof of a current Washington State ~~massage business~~ license;

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8. Shall post in a prominent place a list of all services offered with a brief description of what the service entails along with the costs for such services. All business transactions with customers must be conducted in accordance with said posted list; and

9. Shall not distribute or consume liquor and/or controlled substances on licensed premises.

ATTACHMENT #2

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 Washington State *massage* license.

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5.45.090 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* 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* 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.

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B. The *massage practitioner license*, when issued, shall be valid only for the *massage* establishment listed on the *license*; provided, however, if the practitioner provides *massage* solely in the client'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 intent to employ the applicant and must have his or her *license* amended by the *city manager/city clerk* for a fee of \$2.00.

5.45.100 Safety and sanitation.

Health and sanitary requirements may include, but are not necessarily limited to, the following:

A. Each room or enclosure where *massage* services are performed on 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 40 watts shall be provided in each room or enclosure where services are performed on patrons and shall be in operation when such services are performed.

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

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

ATTACHMENT #2

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* patron. No common use of towels or linens shall be permitted.

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

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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 patrons served at any given time. Upon the request of a patron, the *licensee* shall provide the patron with facilities to lock or secure personal property. Male and female patrons shall not simultaneously use common shower and/or bathtub, dressing, toilet and *massage room* facilities.

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I. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and all other physical facilities shall be in good repair and 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 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* to each patron.

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

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L. Animals, except for trained dog guides or service animals~~seeing-eye dogs~~, shall not be permitted in *massage establishments*.

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

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N. All *massage establishments* shall continuously comply with all applicable building, fire or health ordinances and regulations.

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5.45.110 Standards of conduct.

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

1. Any person who is employed to give a *massage* in such establishment must be at least 18 years of age and be validly licensed as a *massage practitioner*;

2. 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 hours held open for business and/or during the presence of patrons;

3. Any person who is employed by such establishment must present documentation that he or she has attained the age of 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 applicant's photograph and date of birth;
- b. An identification card issued by the State of Washington which bears the applicant's photograph and date of birth; or
- c. A passport.

Any violation of this section shall be grounds for revocation or suspension of the *license*.

B. It shall be unlawful for any employee or agent or any *massage business* or *public bathhouse* to:

1. Intentionally touch or manipulate the *genitals* of a *massage* patron;
2. Masturbate or fondle the *genital* area of a *massage* patron;
3. Administer a *massage* to a *massage* patron unless such *massage practitioner's* sexual and genital body parts are completely covered by opaque clothing; or
4. Administer a *massage* to *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 *license*.

5.45.120 Standards for suspension or revocation of license.

A. *Massage Business* or *Public Bathhouse License*.

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1. The city manager/city clerk shall revoke or suspend a massage business/ or public bathhouse license if the city manager/he 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

c. Failed to comply with the applicable building, fire and zoning code provisions; or

d. Employed persons who, within a period of one year, have been convicted of prostitution or consumer fraud 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/city clerk may revoke or suspend a massage business/ or public bathhouse license if the city manager/he 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. Failed to comply with or done anything which constitutes a basis for denying a license.

3. If the city manager/city clerk 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. Those same violations shall be remedied immediately or by a later date determined by the city manager/city clerk. Failure to comply with any written notice of violation by the city manager/city clerk to make corrections may result in suspension or revocation of the massage business.

B. Massage Practitioner License.

1. The city manager/city clerk shall suspend or revoke any massage practitioner's license if the city manager/he determines that the licensee has:

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

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ATTACHMENT #2

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

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

b. 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;

c. Failed to comply with or done anything which constitutes a basis for denying a license.

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C. Effect of License Revocation. If any applicant under this chapter has this or her 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.

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

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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.

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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 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.

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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.

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5.45.140 Severability.

~~Should any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter or application thereof to any *person or circumstance*~~

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ATTACHMENT #2

**Chapter 5.50
OUTDOOR MUSICAL ENTERTAINMENTS**

(Repealed)

Sections:

- ~~5.50.010 Permit required.~~
- ~~5.50.020 Application for permit.~~
- ~~5.50.030 Permit fee.~~
- ~~5.50.040 Submission of plans for approval—Approving agencies.~~
- ~~5.50.050 Conditions for permit issuance.~~
- ~~5.50.060 Hours of operation.~~
- ~~5.50.070 Renewal of license, registration or permit—Late penalty.~~
- ~~5.50.080 Violation—Misdemeanor.~~
- ~~5.50.090 Failure to comply.~~
- ~~5.50.100 Civil penalty.~~
- ~~5.50.110 Additional enforcement.~~

~~5.50.010 Permit required.~~

~~It is unlawful for any person, persons, corporation, organization, landowner, or lessor to allow, encourage, organize, promote, conduct, permit or cause to be advertised an entertainment, amusement, or assembly of persons wherein the primary purpose will be the presentation of outdoor, live or recorded musical entertainment which the person, persons, or corporation, organization, landowner or lessor believes or has reason to believe will attract 250 or more persons and where a charge or contribution is required for admission unless a valid City permit has been obtained for the operation of the assembly; provided, however, that the assembly may be advertised by the sponsors and/or organizers thereof after application for such permit has been made. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.010).]~~

~~5.50.020 Application for permit.~~

~~Written application for outdoor musical amusements, entertainments or assembly permits shall be made to the city clerk 40 or more days prior to the date upon which such assembly is scheduled to be held. Written notice of approval or disapproval of the application shall be given to the applicant no later than 15 days after the application has been filed. Permits shall not be denied providing the conditions enumerated are met by the applicant; provided, that no permit may be granted to anyone who has been convicted of a felony or a crime involving moral turpitude; provided further, that each application shall be accompanied by the fingerprints and a three-by-five-inch photograph of each and every person having any proprietary~~

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interest in the licensed activity. The city clerk shall be empowered to obtain adequate photographs of all persons having any proprietary interest. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.020).]

5.50.030 Permit fee.

The basic fee required shall be imposed by the city council by resolution. [Ord. 02-0139 § 1; Ord. 98-0017 §§ 1, 2 (KCC 6.52.030).]

5.50.040 Submission of plans for approval—Approving agencies.

Whenever approval by a governmental agency other than the city clerk is required hereunder, the applicant for such approval shall be required to cooperate fully with such agencies to insure that full review of the proposals may be accomplished by the agencies within a 15-day time limit. When any type of physical facility is required or subject to approval hereunder, preliminary approval may be granted based upon specific plans proposed and submitted by the applicant. All such facilities shall be in existence five or more days before the event for which an application is submitted and shall be subject to inspection by the approving agencies or departments. Should the actual facility or construction fail to meet the standards approved in the proposed plans such preliminary approval may be withdrawn and any and all permits granted subject to such approval may be withdrawn. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.040).]

5.50.050 Conditions for permit issuance.

A. Location. No permit for an outdoor musical assembly shall be granted unless the assembly is to be held in those areas of the City of Kenmore which have been zoned for parks and recreation; provided, however, that a permit may be granted for other areas if a zoning variance has been granted in advance by the executive department for such location.

B. Sanitary Facilities. No permit shall be granted unless the applicants obtain the written approval of the Seattle-King County health department indicating that the applicants for the permit have complied with the health requirements of the department for like or similar facilities. The approval shall indicate the type and adequacy of water supply to be provided, the type and adequacy of toilet, waste collection and washing facilities to be provided, and if there is to be food served on the premises the type and adequacy of food preparation and food service facilities to be provided.

C. Fire Prevention Standards. No permit shall be granted hereunder unless the applicant has shown that the City of Kenmore fire marshal has approved fire protection devices and equipment available at such assembly. Fire prevention standards shall be as set out in Chapter 15.10 KMC.

D. Cash Bond and Indemnification. No permit shall be issued hereunder unless the applicant has on deposit with the finance director a cash bond in the amount as set out below to save and protect the

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streets, pavements, bridges, road signs and other property in the City from any and all damage that may be caused by vehicles, employees, or participants in such outdoor musical assembly and to be used, if necessary, to restore the ground where such assembly is held to a sanitary condition and pay all charges and losses of the City for damages to the streets, pavements, bridges and other property. Further, any extraordinary law enforcement costs incurred by the City which are the result of the activity shall be met by the cash bond. The amount of such bond shall be determined as follows:

1. For gatherings of zero to 10,000 persons, a \$5,000 cash bond;
2. For gatherings of 10,000 to 20,000 persons, a cash bond of \$7,500;
3. For gatherings of 20,000 to 30,000 persons, a cash bond of \$10,000; and
4. A cash bond shall be raised in increments of \$2,500 for each additional 10,000 persons expected.

The deposit or its balance to be returned when the city clerk certifies to the finance director that no damage has been done or that the cost of making the above mentioned repairs was less than the cash bond amount and that the balance thereof should be returned. Further, the sponsors shall be required to furnish evidence of a liability insurance policy providing for a minimum of \$100,000 bodily injury coverage per person, \$300,000 bodily injury coverage per occurrence and \$100,000 property damage coverage, naming the City of Kenmore as an additional insured.

E. Public Safety. No permit shall be granted hereunder unless the applicant obtained the written approval of the Kenmore police department indicating that the following conditions have been complied with by the applicant:

1. That adequate traffic control and crowd protection policing have been contracted for or otherwise provided by the applicant;
2. That traffic control and crowd control personnel shall be licensed merchant patrolmen or named persons meeting the department's requirements for becoming merchant patrolmen;
3. That there shall be provided one traffic control person for each 400 persons expected or reasonably to be expected to be in attendance at any time during the event;
4. Further that there shall be provided one crowd control person for each 400 persons expected or reasonably expected to be in attendance at any time during the event; provided, that if at any time during the event the size of the crowd exceeds by 20 percent the number of persons represented

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by the sponsors to be expected to be in attendance the Kenmore police department shall have the discretion to require the sponsor to limit further admissions.

Any person with more than a 10 percent proprietary interest in the event shall be required to be in attendance at the activity and shall be responsible for ensuring that no person shall be allowed to remain on the premises if the person is violating State or county laws. Any such person having a duty to remove law violators who willfully fails to do so shall be deemed to be an aider or abettor of such violation.

F. Parking Facilities. Application for a permit hereunder shall be accompanied by a scale drawing showing adequate parking facilities have been made available within or adjacent to the location for which the permit is requested. Such parking facilities shall provide parking space for one vehicle for every four persons expected or reasonably to be expected. Adequate ingress and egress shall be provided to or from such parking area to facilitate the movement of any vehicle at any time to or from the parking area; provided, that if any nonadjacent parking facilities be approved, shuttle buses shall be used to transport the public to the event on a no charge basis. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.050).]

5.50.060 Hours of operation.

No outdoor musical assembly shall be conducted during the hours of 12:01 a.m. and 9:00 a.m.; provided, that no license shall be issued for more than one 48-hour period ending at midnight. The participants shall be required to have cleared the licensed area and its immediate environs no later than 1:00 a.m. of each day of the licensed event. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.060).]

5.50.070 Renewal of license, registration or permit — Late penalty.

A late penalty shall be charged on all applications for renewal of a license, registration or permit received later than 10 working days after the expiration date of such license, registration or permit as set forth in the respective resolution or ordinance establishing the expiration date of such license, registration or permit. The amount of such penalty is fixed as follows:

A. For a license, registration or permit requiring a fee of \$0.50 or more, but less than \$50.00, 20 percent of the required fee;

B. For a license, registration or permit requiring a fee of \$50.00 or more, but less than \$1,000, 10 percent of the required fee;

C. For a license, registration or permit requiring a fee of \$1,000 or more, five percent of the required fee. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.070).]

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5.50.080 Violation—Misdemeanor.

Any person who violates or fails to comply with any provision of this chapter, who, having obtained a permit hereunder, willfully fails to continue to comply with the terms and conditions hereunder, or who counsels, aids or abets such a violation or failure to comply is guilty of a misdemeanor. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.080).]

5.50.090 Failure to comply.

Compliance with the terms and conditions of this chapter constitutes the minimum health, sanitation and safety provisions and failure to comply with the terms and conditions constitutes a public nuisance and the sponsors of the event shall be subject to all criminal and civil remedies as such. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.090).]

5.50.100 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any person who violates any provision of 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 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. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.100).]

5.50.110 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 or will constitute a violation of any business license ordinance or other regulations herein adopted. [Ord. 98-0017 §§ 1, 2 (KCC 6.52.110).]

ATTACHMENT #2

Chapter 5.55
PAWNBROKERS

Sections:

- 5.55.010 License required.
- 5.55.020 Pawnbroker and pawnshop defined.
- 5.55.030 License fee. *Repealed*
- 5.55.040 Application for license.
- 5.55.050 Personal property tax return.
- 5.55.060 Limitation on licensing.
- 5.55.070 Renewal of license, registration or permit – Late penalty. *Repealed*
- 5.55.075 Fixed place of business required.
- 5.55.080 Records required.
- 5.55.090 Compliance required.
- 5.55.100 Report to police.
- 5.55.105 Notification of lost or stolen property.
- 5.55.110 Records and articles to be available for inspection.
- 5.55.120 Seller or consignee to give true name and address.
- 5.55.130 Authorized rate of interest – Penalty for violation.
- 5.55.140 Prima facie evidence of violation.
- 5.55.150 Period of redemption.
- 5.55.160 Certain transactions prohibited.
- 5.55.170 Pawnshop to be closed during certain hours.
- 5.55.180 Violation – Misdemeanor.
- 5.55.190 Civil penalty.
- 5.55.200 Additional enforcement.

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5.55.010 License required.

It is unlawful for any *person*, firm, or corporation to engage in the business of pawnbroker, or to conduct a pawnshop without first obtaining a "pawnbroker's license" pursuant to the provisions of this chapter.

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5.55.020 Pawnbroker and pawnshop defined.

A. The term "pawnbroker," as used in this chapter, means and includes every *person* who takes or receives by way of pledge, pawn, or exchange, goods, wares, merchandise, or any kind of personal property as security for the repayment of any money loaned thereon, or who loans money on deposit of personal property, or who makes a public display of any sign indicating that he has money to loan on personal property on deposit or pledge.

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B. The term "pawnshop" means and includes every place at which the business of *pawnbroker* is being carried on.

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5.55.030 License fee.

~~The fee for such license shall be imposed by the city council by resolution, payable on the thirty-first of December preceding the year for which the license is issued. Fees becoming due for less than one year shall be prorated on a quarterly basis.~~

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5.55.040 Application for license.

All applications for issuance or renewal of a *pawnbroker's license* shall be made to and be filed with the *city manager/city clerk* on forms furnished for such purpose. This application shall state the true name of the applicant, who shall not be less than 18 years of age, the names of all *persons* having a financial, proprietary, or other interest in such *pawnshop*, together with such other information as the *city manager/city clerk* deems appropriate. The application shall then be referred to the *city/kenmore* police department for investigation, report and recommendation. If, from the reports and other information available, the *city manager/city clerk* deems the applicant and all *persons* having an interest in such *pawnshop* to be fit and proper, the *city manager/city clerk* shall issue or renew the *license*.

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5.55.050 Personal property tax return.

No renewal *license* shall issue to any *pawnbroker* until the applicant shall show that he has made a return to the King County assessor of the property in his possession or ownership and the value thereof for tax assessment purposes and has paid the tax due.

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5.55.060 Limitation on licensing.

No *pawnbroker's license* shall be issued which would increase the number of holders of such licenses to more than one for every 15,000 of population, according to the last preceding federal census; provided, that this population limitation shall not operate to prohibit the licensing of any *pawnbroker* duly licensed prior to the enactment of this chapter, if such *pawnbroker* is otherwise duly qualified.

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5.55.070 Renewal of license, registration or permit — Late penalty.

~~A late penalty shall be charged on all applications for renewal of a license, registration or permit received later than 10 working days after the expiration date of such license, registration or permit as set forth in the respective resolution or ordinance establishing the expiration date of such license, registration or permit. The amount of such penalty is fixed as follows:~~

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~~A. For a license, registration or permit requiring a fee of \$0.50 or more, but less than \$50.00, 20 percent of the required fee;~~

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~~B. For a license, registration or permit requiring a fee of \$50.00 or more, but less than \$1,000, 10 percent of the required fee;~~

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~~C. For a license, registration or permit requiring a fee of \$1,000 or more, five percent of the required fee.~~

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5.55.075 Fixed place of business required.

No ~~person~~ shall operate as a ~~pawnbroker~~ unless the ~~person~~ maintains a fixed place of business within the ~~City~~city.

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5.55.080 Records required.

Every ~~pawnbroker~~ shall maintain at the place of business a record in which shall be legibly written in the English language at the time of each transaction the following information:

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A. The date of the transaction;

B. The name of the ~~person~~ conducting the transaction and making the entries required herein;

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C. The printed name, signature, date of birth, sex, height, weight, race, street and house number, telephone number, general description of the dress, and color of hair of the ~~person~~ with whom the transaction was made;

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D. The name and street and house number of the owner of the property bought or received in pledge;

E. The street and house number of the place from which the property bought or received in pledge was last removed;

F. A complete description of the property bought or received in pledge, including the brand name, serial number, model number or name, any initials or engraving, size, pattern, and color or stone or stones, and in the case of firearms, the caliber, barrel length, type of action, and whether it is a pistol, rifle, or shotgun;

G. The price paid or the amount loaned;

H. The number of any pawn tickets issued therefor;

I. The type and identifying number of identification used by the ~~person~~ with whom the transaction was made, which shall consist of a valid driver's license or identification card issued by any state or two pieces of identification issued by a governmental agency, one of which shall be descriptive of the ~~person~~ identified; provided, that at all times, one piece of current government-issued picture identification is required; and

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J. The nature of the transaction, a number identifying the transaction, the store identification as designated by the cityKenmore police department, or the name and address of the business and the name of the person or employee conducting the transaction.

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5.55.090 Compliance required.

It is unlawful for any pawnbroker or any clerk, agent, or employee of such pawnbroker to fail, neglect, or refuse to make any material entry in this record, as required by this chapter, or to make any false entry therein, or to obliterate, destroy, or remove from his place of business such record within five years from date of transaction.

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5.55.100 Report to police.

A. Upon request, every pawnbroker shall furnish or mail within 24 hours to the cityKenmore police department a full, true and correct transcript of the record of all transactions conducted on the preceding day. At the close of every business week, every pawnbroker shall furnish or mail to the cityKenmore police department a full, true and correct transcript of the record of all transactions conducted during the preceding week. These transactions shall be recorded on such forms as may be provided and in such format as may be required by the chief of police. This information may be transmitted electronically, by facsimile transmission, or by modem or similar device, or by delivery of computer disk subject to the requirements of, and approval by, the chief of police.

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B. It is also the duty of any pawnbroker having good cause to believe any property in his possession has been previously lost or stolen to report such fact to the cityKenmore police department immediately, together with the name of the owner, if known, and the date when and name of the person from whom the same was received by such pawnbroker.

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5.55.105 Notification of lost or stolen property.

Following notification from a law enforcement agency that an item of property has been reported as lost or stolen, the pawnbroker shall hold that property intact and safe from alteration, damage or commingling.

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The pawnbroker shall place an identifying tag or other suitable identification on property so held. Property

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held shall not be released for 120 days from the date of police notification unless released by written consent of the applicable law enforcement agency or by court order; provided, that in cases where the applicable law enforcement agency has placed a verbal hold on an item, that agency must then give written notice within 10 business days. If such written notice is not received within that period of time, then the hold order will cease. The pawnbroker shall give a 20-day written notice before the expiration of the

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120-day holding period to the applicable law enforcement agency about the lost or stolen property. If notice is not given within the required 20-day period, then the hold on the property shall continue for an additional 120 days. The applicable law enforcement agency may renew the holding period for additional

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120-day periods as necessary. After the receipt of notification from a *pawnbroker*, if an additional holding period is required, the applicable law enforcement agency shall give the *pawnbroker* written notice prior to the expiration of the existing hold order. A law enforcement agency shall not place on hold any item of personal property unless that agency reasonably suspects that the item of personal property is a lost or stolen item. Any hold that is placed on an item will be removed as soon as practicable after the item on hold is determined not to be lost or stolen.

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5.55.110 Records and articles to be available for inspection.

All books and other records of any *pawnbroker* relating to purchase, pledge, exchange, order or receipt of any goods, wares, merchandise, or other articles or things of value shall at all times be open for inspection by the Kenmore police department, and all articles or things received, purchased or left in pledge with the *pawnbroker* shall at all times be open to a like inspection.

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5.55.120 Seller or consignee to give true name and address.

Anyone who pledges, sells, or consigns any property to or with a *pawnbroker* shall sign the records required to be kept by such *pawnbroker* with his true name and shall include his correct residence address.

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5.55.130 Authorized rate of interest – Penalty for violation.

All *pawnbrokers* are authorized to charge and receive interest and other fees in accordance with RCW 19.60.060 or any successor statute.

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5.55.140 Prima facie evidence of violation.

The fact of loaning money upon or purchasing goods from any of the classes enumerated in KMC 5.55.130 shall be prima facie evidence of an intent on the part of such *pawnbroker*, his agent or employee, to violate this chapter.

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5.55.150 Period of redemption.

No *pawnbroker* shall sell any property held by him as security for a loan until both the term of the loan and a grace period of a minimum of 60 days have expired.

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5.55.160 Certain transactions prohibited.

A. It is unlawful for any *pawnbroker* or the clerk or employee of a *pawnbroker* to receive in pledge, or purchase, any article or thing known to him to be stolen, any article or thing from any *person* who is under 18 years of age, intoxicated, addicted to the use of drugs, or from any *person* who is known to be a thief, or a receiver of stolen property, or from any *person* who he has reason to suspect or believe to be such.

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B. It is unlawful for any *pawnbroker* or the clerk or employee of a *pawnbroker* to refuse to return property which has been identified as stolen or pawned without authorization to any *person* the *pawnbroker* or the

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clerk or employee of a *pawnbroker* knows to be the rightful owner, or to charge a fee for the return of such property to the rightful owner.

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1. "Identified as stolen or pawned without authorization" shall mean any property which has been reported by the rightful owner to legitimate authority as lost or stolen and has been released by written consent of the applicable law enforcement agency or by court order.

2. "The rightful owner," unless otherwise proven, shall be considered to be the *person* having possession of the property prior to the theft or removal without authorization.

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5.55.170 Pawnshop to be closed during certain hours.

It is unlawful for any *pawnbroker* to conduct or carry on the business of the *pawnbroker*, in whole or in part, directly or indirectly, or to open or keep open his *pawnshop* for the transaction of any business whatsoever therein, between the hours of 8:00 p.m. and 7:00 a.m., except that from December 1st to December 24th of each year, when *pawnbrokers* may remain open until 10:00 p.m.

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5.55.180 Violation – Misdemeanor.

Any violation of the provisions of this chapter constitutes a misdemeanor.

5.55.190 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any *person* who violates any provision of 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 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.

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5.55.200 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 or will constitute a violation of any business license ordinance or other regulations herein adopted.

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Chapter 5.60
SECONDHAND DEALERS

Sections:

- 5.60.010 License required.
- 5.60.020 Secondhand dealer and secondhand goods defined.
- 5.60.030 License fee. *Repealed*
- 5.60.040 Application for a license.
- 5.60.050 Renewal of license, registration or permit—Late penalty. *Repealed*
- 5.60.060 Personal property tax return.
- 5.60.070 More than one shop – Change of location.
- 5.60.080 Records required.
- 5.60.090 Compliance required.
- 5.60.100 Transcript to be furnished.
- 5.60.110 Records and articles to be available for inspection.
- 5.60.120 Seller to give true name and address.
- 5.60.130 No sale within 10 days.
- 5.60.140 Certain transactions prohibited.
- 5.60.150 Violation a misdemeanor.
- 5.60.160 Civil penalty.
- 5.60.170 Additional enforcement.

5.60.010 License required.

It is unlawful for any *person*, firm or corporation to engage in the business of buying, selling, or trading in *secondhand goods* in the cityCity of Kenmore without first obtaining a "secondhand dealer's *license*" pursuant to the provisions of this chapter.

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5.60.020 Secondhand dealer and secondhand goods defined.

A. The term "secondhand dealer," as used in this chapter, means and includes every *person* who as a business engages in the purchase, sale, trade, barter, auction, sale on consignment, or otherwise exchanges *secondhand goods*, or who keeps a store, shop, room or other place where *secondhand goods* of any kind or description are bought, sold, traded, bartered, pledged, pawned, auctioned, sold on consignment, or otherwise exchanged, including dealers in used or remanufactured automobile tires or parts; provided, however, that this term shall not apply to those *persons* engaged in the business of selling used or secondhand motor vehicles or boats.

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B. The term "secondhand goods" when used in this chapter means and includes any and all used, remanufactured, or secondhand goods purchased or kept for sale by a dealer in secondhand goods; provided, however, such term shall not be construed to include junk or used or secondhand motor vehicles or boats.

5.60.030 License fee.

~~The fee for such license shall be imposed by the city council by resolution, payable on the thirty-first of December preceding the year for which the license is issued. Fees becoming due for less than one year shall be prorated on a quarterly basis.~~

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5.60.040 Application for a license.

All applications for issuance or renewal of ~~secondhand dealer's license~~ shall be made to and be filed with the ~~city manager~~ ~~city clerk~~ on forms furnished for such purpose. This application shall state the true name of the applicant, who shall not be less than 18 years of age, the names of all ~~persons~~ having a financial, proprietary, or other interest in such ~~secondhand dealer's~~ shop, together with such other information as the ~~city manager~~ ~~city clerk~~ deems appropriate. The application shall then be referred to the ~~city~~ ~~Kenmore~~ police department for investigation, report, and recommendation. If, from the reports and other information available, the ~~license division~~ ~~department~~ deems the applicant to be a fit and proper ~~person~~, the ~~city manager~~ ~~city clerk~~ shall issue or renew the ~~license applied for~~.

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5.60.050 Renewal of license, registration or permit — Late penalty.

A late penalty shall be charged on all applications for renewal of a ~~license, registration or permit~~ received later than 10 working days after the expiration date of such ~~license, registration or permit~~ as set forth in the respective resolution or ordinance establishing the expiration date of such ~~license, registration or permit~~. The amount of such penalty is fixed as follows:

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A. For a ~~license, registration or permit~~ requiring a fee of \$0.50 or more, but less than \$50.00, 20 percent of the required fee;

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B. For a ~~license, registration or permit~~ requiring a fee of \$50.00 or more, but less than \$1,000, 10 percent of the required fee;

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C. For a ~~license, registration or permit~~ requiring a fee of \$1,000 or more, five percent of the required fee.

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5.60.060 Personal property tax return.

No renewal ~~license~~ shall issue to any secondhand dealer until the applicant shows that he has made a return to the King County assessor of the property in his possession or ownership and the value thereof for tax assessment purposes and has paid the tax due.

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5.60.070 More than one shop – Change of location.

Any person having more than one place of business where secondhand goods are bought, sold, traded, bartered, or exchanged shall be required to procure a separate license for each and every such place of business. A secondhand dealer's license shall not be transferable from one person to another, but the licensee may have his license transferred to a new location by the city manager/city clerk, and the change of address shall be noted on the license, together with the date on which the change was made.

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5.60.080 Records required.

Every secondhand dealer shall maintain at his place of business a book in which he shall at the time of purchase of any secondhand goods enter, in the English language, written in ink, the following information:

A. The date of the transaction;

B. The name of the person conducting the transaction and making the entries required herein;

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C. The printed name, signature, age, and address of the person with whom the transaction is had;

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D. The address of the place from which the property was last removed;

E. An accurate description of the property bought, which shall include the name of the maker of such property or manufacturer thereof and the serial number, if the article has such marks on it, or any other inscriptive or identifying marks; provided, that when the article received is furniture or the contents of any house or room, actually inspected on the premises where the sale is made, the general description of the property shall be sufficient; and

F. An itemized statement of the price or amount paid for the property purchased.

5.60.090 Compliance required.

It is unlawful for any secondhand dealer, or any clerk, agent, or employee of such secondhand dealer, to fail, neglect, or refuse to make any material entry in this record, as required by this chapter, or to make any false entry therein, or to obliterate, destroy, or remove from his place of business such record within five years from the date of the transaction.

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5.60.100 Transcript to be furnished.

A. ~~Transcript Required. It is the duty of every~~ Every secondhand dealer shall deliver to the city ~~Kenmore~~ police department at the close of every business week a full, true, and correct transcript of the record of all transactions occurring during the preceding week. Secondhand goods taken on consignment or trade-in will be recorded in the same manner as goods purchased outright.

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B. ~~Duty to Report. It is also the duty of any~~ *secondhand dealer* having good cause to believe any property in ~~the dealer's~~ his possession has been previously lost or stolen ~~to~~ shall report such act to the ~~city~~ *Kenmore* police department immediately, together with the name of the owner, if known, and the date and name of the *person* from whom the same was received by such *secondhand dealer*.

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5.60.110 Records and articles to be available for inspection.

All books and other records of any *secondhand dealer* relating to purchase or receipt of any goods, wares, merchandise, or other things of value shall at all times be open for inspection by the *city* *Kenmore* police department, and all articles or things received or purchased shall at all times be open to a like inspection.

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5.60.120 Seller to give true name and address.

Anyone who sells or otherwise leaves any property with a *secondhand dealer* shall sign the records required to be kept by such dealer with his true name and shall include his correct residence address.

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5.60.130 No sale within 10 days.

No dealer in *secondhand goods* shall sell or dispose of any article received or purchased by him or permit the same to be removed from his place of business within 10 days after the receipt of such goods has been reported to the *city* *Kenmore* police department as provided herein, except when the goods have been inspected by regular members of the *city* *Kenmore* police department, and they have authorized the *secondhand dealer* to dispose of such goods within a lesser period of time; provided, that consigned property sold at auction need only be held for three days prior to sale.

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5.60.140 Certain transactions prohibited.

A. It is unlawful for any *secondhand dealer*, his clerk or employee to purchase or receive any article or thing known by him to be stolen, any article or thing from a *person* who is under 18 years of age, intoxicated, addicted to the use of drugs, or from any *person* who is known to be a thief, or a receiver of stolen property, or from any *person* who he has reason to suspect or believe to be such.

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B. It is unlawful for any *secondhand dealer*, his clerk or employee to refuse to return property which has been identified as stolen or sold without authorization to any *person* the *secondhand dealer*, his clerk or employee knows to be the rightful owner, or to charge a fee for the return of such property to the rightful owner.

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1. "Identified as stolen or sold without authorization" shall mean any property which has been reported by the rightful owner to legitimate authority as missing or stolen.

2. "The rightful owner," unless otherwise proven, shall be considered to be the *person* having possession of the property prior to the theft or removal without authorization.

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5.60.150 Violation a misdemeanor.

Any violation of the provisions of this chapter shall constitute a misdemeanor.

5.60.160 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any *person* who violates any provision of 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 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.

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5.60.170 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 or will constitute a violation of any business license ordinance or other regulations herein adopted.

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Chapter 5.65
THEATERS

Sections:

5.65.010 License required.

5.65.020 ~~License fee — Term. *Repealed*~~

5.65.030 Transferring of license.

5.65.040 ~~Renewal of license, registration or permit — Late penalty. *Repealed*~~

5.65.050 Application for license.

5.65.060 Penalty — Misdemeanor.

5.65.070 Civil penalty.

5.65.080 Additional enforcement.

5.65.010 License required.

It is unlawful for any *person* to open, operate, conduct, manage, maintain or control any theater which is open to the public and which is located in the City of Kenmore without a valid and subsisting *license* to be known as a "theater *license*."

5.65.020 License fee — Term.

~~The fee for a theater *license* shall be imposed by the city council by resolution, commencing May 1st and ending April 30th of each year, payable in advance to the City of Kenmore.~~

5.65.030 Transferring of license.

No *license* issued under the provisions of this chapter shall be transferable or assignable, unless specifically authorized by the *city manager* city clerk.

5.65.040 ~~Renewal of license, registration or permit — Late penalty.~~

~~A late penalty shall be charged on all applications for renewal of a *license, registration or permit* received later than 10 working days after the expiration date of such *license, registration or permit* as set forth in the respective resolution or ordinance establishing the expiration date of such *license, registration or permit*. The amount of such penalty is fixed as follows:~~

~~A. For a *license, registration or permit* requiring a fee of \$0.50 or more, but less than \$50.00, 20 percent of the required fee;~~

~~B. For a *license, registration or permit* requiring a fee of \$50.00 or more, but less than \$1,000, 10 percent of the required fee;~~

~~C. For a *license, registration or permit* requiring a fee of \$1,000 or more, five percent of the required fee.~~

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5.65.050 Application for license.

All applications for licenses under this chapter shall be made to the city managercity clerk.

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5.65.060 Penalty – Misdemeanor.

Any violation or failure to comply with the provisions of this chapter shall constitute a misdemeanor and shall be punishable as such.

5.65.070 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any person who violates any provision of 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 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.

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5.65.080 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 or will constitute a violation of any business license ordinance or other regulations herein adopted.

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Chapter 5.70
CHARITABLE SOLICITATIONS

Sections:

- 5.70.010 Definitions.
- 5.70.020 Soliciting for private needs prohibited.
- 5.70.030 Permit – Required – Exemptions.
- 5.70.040 Permit – Application – Contents.
- 5.70.050 Permit – Application – Investigation.
- 5.70.060 Permit – Application – State registration in lieu of.
- 5.70.070 Permit – Issuance.
- 5.70.080 ~~Permit – Fees.~~ Repealed
- 5.70.090 Permit – Term.
- 5.70.100 Credentials.
- 5.70.110 Permit – Expiration – Return.
- 5.70.120 Written receipts required.
- 5.70.130 ~~Renewal of license, registration or permit – Late penalty.~~ Repealed
- 5.70.140 Permit – Suspension or revocation – Notice to Kenmore police department.
- 5.70.150 Books and records of permit holders.
- 5.70.160 Financial report.
- 5.70.170 Religious solicitations – Certificate of registration – Required.
- 5.70.180 Religious solicitations – Certificate of registration – Regulations.
- 5.70.190 Fraudulent misrepresentation and misstatements prohibited.
- 5.70.200 Violation – Penalty.
- 5.70.210 Civil penalty.
- 5.70.220 Additional enforcement.
- 5.70.230 ~~Severability.~~ Repealed

5.70.010 Definitions.

The following words and terms of this chapter, unless a different meaning clearly appears from the context, shall mean as follows:

A. "Charitable" means and includes the words patriotic, philanthropic, social service, welfare, benevolent, educational, civic or fraternal, either actual or purported; provided, such term shall not include "religious" and "religion," which terms shall be given their commonly accepted definitions;

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B. "Contributions" means and includes alms, food, clothing, money, credit, subscription, property, financial assistance or other thing of value and including any donations under the guise of a loan of money or property;

C. "Direct gift" means and includes an outright contribution of food, clothing, money, credit, property, financial assistance or other thing of value to be used for a charitable or religious purpose and for which the donor receives no consideration or thing of value in return;

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D. "Person" means any individual, firm, partnership, corporation, company, association or joint stock association, church, religious sect, religious denomination, society, organization or league, and includes any trustee, receiver, assignee, agent or other similar representative thereof;

E. "Promoter" means any person who promotes, manages, supervises, organizes or attempts to promote, manage, supervise or organize a campaign of solicitation, but shall not include either a bona fide full-time salaried officer or employee of a charitable organization whose salary or other compensation is not computed on funds raised or to be raised, or a temporary employee who is employed to contact volunteer workers by telephone but who may not himself solicit contributors directly;

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F. "Sale and benefit affair" means and includes, but is not limited to, athletic or sports event, bazaar, benefit, campaign, circus, dance, drive, entertainment, exhibition, exposition, party, performance, picnic, sale, social gathering, theater or variety show, which the public is requested to patronize or attend or to which the public is requested to make a contribution for any charitable or religious purpose connected therewith;

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G. "Solicit" and "solicitation" mean the request within the Citycity directly or indirectly of money, credit, property, financial assistance or other thing of value on the plea or representation that such money, credit, property, financial assistance or other thing of value will be used for a charitable or religious purpose, and include:

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1. Any oral or written request;
2. The distribution, circulation, mailing, posting or publishing of any handbill, written advertisement or publication;
3. The making of any announcement to the press, by radio or television, by telephone or telegraph, concerning an appeal, assemblage, athletic or sports event, bazaar, benefit, campaign, circus, contest, dance, drive, entertainment, exhibition, exposition, party, performance, picnic, sale, social

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gathering, theater or variety show, which the public is requested to patronize or to which the public is requested to make a contribution for any charitable or religious purpose connected therewith;

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4. The sale of, offer or attempt to sell any advertisement, advertising space, book, card, chance, coupon, device, magazine, membership, subscription, ticket, admission, article or other thing in connection with which any appeal is made for any charitable or religious purpose, or where the name of any charitable or religious organization, association or person is used or referred to in any such appeal or where in connection with any such sale, any statement is made that the whole or any part of the proceeds from any such sale will go or be donated to any charitable or religious purpose.

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A "solicitation" shall be deemed completed when made, whether or not the person making the same received any contribution or makes any sale referred to in this section. [Ord. 98-0017 §§ 1, 2 (KCC 6-76.010).]

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5.70.020 Soliciting for private needs prohibited.

No person shall solicit contributions for himself in or upon any public street or public place in the cityCity of Kenmore.

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5.70.030 Permit – Required – Exemptions.

It is unlawful for any person to solicit contributions for any charitable purpose within the cityCity of Kenmore without a "charitable solicitation permit" issued by the city managercity clerk authorizing such solicitation; provided, however, that the provisions of this section shall not apply to:

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A. Solicitations by any organization operated exclusively for religious or charitable purposes and not operated for the pecuniary profit of any person, if the solicitations by such organization are conducted among the members thereof by other members or officers thereof, voluntarily and without remuneration for making such solicitations, or if the solicitations are in the form of collections or contributions at the regular assemblies, meetings or services of any such organization;

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B. Any charitable organization which does not solicit and collect contributions in this cityCity in excess of \$2,500 in any one-year period all of such fund-raising functions are carried on by persons who are unpaid for their services.

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5.70.040 Permit – Application – Contents.

An application for a charitable solicitation permit shall be made to the city managercity clerk upon forms provided by the city managerhim. Such application shall be executed under oath by the applicant, and if a promoter is involved in the solicitation, the promoterhe shall likewise execute under oath such application.

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The application shall be submitted to the city manager/city clerk at least 30 days prior to the time at which the permit applied for shall become effective; provided, however, that the city manager/city clerk may for good cause shown allow the application to be submitted less than 30 days prior to the effective date of the permit applied for. The application herein required shall contain the following information or, in lieu thereof, a detailed statement of the reason or reasons why such information cannot be furnished:

A. The name and address or headquarters of the person applying for the permit;

B. If applicant is not an individual, the names and addresses of the applicant's principal officers and managers, and a copy of the resolution, if any, authorizing such solicitation, certified to as a true and correct copy of the original by the officer having charge of applicant's records;

C. If some organization other than the applicant is to be the beneficiary of the funds solicited hereunder and if that beneficiary organization's name will be used in the campaign of solicitation, there must be filed with the city manager/city clerk a statement signed by the board of directors or other governing body of that beneficiary organization, authorizing the use of that organization's name in the solicitation campaign;

D. The purpose for which such solicitation is to be made, the total amount of funds proposed to be raised thereby, and the use or disposition to be made of any receipts therefrom;

E. The name and address of the person or persons by whom the receipts of such solicitation shall be disbursed;

F. The names, addresses and dates of birth of the person or persons who will be in direct charge of conducting the solicitation and the names and dates of birth of all promoters connected or to be connected with the proposed solicitation;

G. An outline of the method or methods to be used in conducting the solicitation and location of any telephone solicitation headquarters;

H. The time when such solicitations shall be made, giving the dates for the beginning and ending of such solicitations;

I. The amount of any wages, fees, commissions, salaries, expenses or emoluments to be expended or paid to any person in connection with such solicitations, and the names and addresses of all such persons;

J. A financial statement for the last preceding fiscal year of any funds collected for charitable purposes by the applicant, said the statement giving the amount of money so raised, together with the cost of

ATTACHMENT #2

solicitation, and final distribution of the balance. This financial statement shall be submitted on a uniform reporting form provided by the city manager/city clerk;

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K. A detailed statement of the charitable work being done by the applicant within the city/City of Kenmore;

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L. An itemization of the estimated cost of the solicitation;

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M. A statement that the cost of the solicitation will not exceed 20 percent of the total gross amount to be raised by direct gifts, 55 percent of the total gross amount to be raised by sale and benefit affairs, and that in either case all wages, fees, commissions, salaries and emoluments paid or to be paid to all salesmen, solicitors, collectors, conductors and managers will not exceed 20 percent of the total gross amount collected;

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N. A statement to the effect that if a permit is granted, it will not be used or represented in any way as an endorsement by the city/City of Kenmore or by any department or officer thereof of solicitations made thereunder;

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O. A statement that applicant, and if applicant is not an individual, its principal officers, and any promoter, has read and understands the provisions of this chapter;

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P. Such other information as may be reasonably required by the city manager/city clerk in order for him to determine the character of the applicant and/or promoters and agents and the kind and character of the proposed solicitation.

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If, while any application is pending or during the term of any permit granted thereon, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the city manager/city clerk in writing thereof within 24 hours after such change.

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5.70.050 Permit – Application – Investigation.

The city manager/city clerk shall examine all applications filed and shall make, or cause to be made, such further investigation of the application and the applicant as the city manager/city clerk deems necessary. Upon request by the city manager/city clerk, the applicant shall make available for inspection by the city manager/city clerk, or any person designated as his representative for such purpose, all of the applicant's books, records and papers at any reasonable time before the permit is granted, during the time a permit is in effect, or after a permit has expired.

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5.70.060 Permit – Application – State registration in lieu of.

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KMC 5.70.040 and 5.70.050 shall not apply to any person who has fully complied with the laws of the State of Washington relating to charitable solicitation and has received a valid registration provided:

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A. Such *person* furnishes a sworn statement that State law relating to *charitable solicitation* has been fully complied with and that the State *registration* is current and has not been revoked; and

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B. Such *person* files with the *city manager/city clerk* duplicate copies of all applications for *registration*, correspondence, instruments, documents and papers filed with the appropriate State officer or agency; and

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C. Such *person* pays to the *city manager/city clerk* the appropriate fees; and

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D. Such *person* does not use a method of *solicitation* or a promotional plan in violation of this chapter.

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The *city manager/city clerk* shall issue a *charitable solicitation permit* to any *person* who complies with this section and KMC 5.70.070.

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5.70.070 Permit – Issuance.

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A. The *city manager/city clerk* shall issue the *permit* provided he finds the following facts to exist:

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1. All of the statements made in the application are true;

2. The applicant and the officers of the organization on whose behalf *charitable solicitations* are to be made and all *persons* supervising the *solicitations* and any *promoters* connected therewith shall not, to the knowledge of the applicant and/or *promoter*, have had a record of arrest and conviction with any federal or State law enforcement agency involving misstatement, misrepresentation, deception or fraud;

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3. The control and supervision of the *solicitation* will be under responsible and reliable *persons*;

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4. The applicant (and if not an individual, the officers, agents or *promoters*) has not engaged in any fraudulent transactions or enterprises;

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5. The proposed *solicitation* will be conducted to finance the *charitable* cause described in the application, and not for purposes of private gain;

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6. The cost of raising the funds will not exceed 20 percent of the total gross amount to be raised by *direct gifts*, or 55 percent of the total gross amount to be raised by *sale and benefit affairs*, and that in either case all wages, fees, commissions, salaries or emoluments paid or to be paid to all salesmen, solicitors, collectors, conductors and managers will not exceed 20 percent of the total gross amount collected;

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7. The method or methods for solicitation outlined in the application do not include any of the following methods of solicitation:

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a. Charitable solicitations by children under 14 years of age where the children will be paid for such solicitation or retain a portion of the solicited funds. This prohibition shall not apply where both of the following exist:

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(1) The children are members of the organization for whose benefit the solicitation is made; and

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(2) All funds so solicited, less permissible costs, shall be expended locally and solely for the direct benefit of children in such organization;

b. Delivery by mail or otherwise of any unordered merchandise;

c. Solicitation by means of coin or currency boxes or receptacles except when:

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(1) Each such box or receptacle shall be the responsibility of a bona fide member, agent or solicitor of the soliciting organization; and

(2) Such responsible person shall be required to pick up each such box or receptacle at the end of the solicitation period;

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(3) The use of such boxes and receptacles in the solicitation is expressly authorized by the city manager/city clerk;

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8. The person or organization has tax-exempt status from the government of the United States.

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B. The city manager/city clerk may request the city/kenmore police department to investigate the truth of the statements in the application and all other matters which tend to aid the city manager/city clerk in determining whether to grant the permit. The city/kenmore police department shall report to the city manager/city clerk any reasons he may have for objecting to the granting of a permit.

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C. The city manager/city clerk is authorized to make and enforce rules and regulations, not inconsistent with the provisions of this chapter, and it is unlawful to violate or not to comply with any of the rules and regulations. All of such rules and regulations as promulgated by the city manager/city clerk from time to time shall be reduced to writing and shall be made available to applicants under this chapter.

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5.70.080 Permit—Fees:

A. For charitable solicitation permit where no persons soliciting will be paid for such solicitation or retain a portion of solicited funds, excepting those charitable organizations employing bona fide full-time salaried officers or employees to supervise such solicitation: imposed by the city council by resolution.

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B. For charitable solicitation permit where independent solicitors, promoters or professional fund-raising organizations will be paid or retain a portion of the solicited funds: imposed by the city council by resolution.

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C. For filing appeal: imposed by the city council by resolution.

5.70.090 Permit – Term.

A. All charitable solicitation permits issued under this chapter shall be dated and shall bear the name and address of the person to whom issued and of the organization on whose behalf solicitation may be done and shall be valid for one year from date of issue.

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B. If an annual permit is applied for and denied, the applicant shall be entitled to a public hearing.

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C. Such permits shall not be transferable and shall state that the same is not an endorsement by the cityCity of Kenmore for the purpose of the solicitation or of the person making the same.

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5.70.100 Credentials.

All persons to whom charitable solicitation permits have been issued shall furnish to each of their agents and solicitors credentials approved as to form by the city managercity clerk. Such credentials shall include the permit number, the name and telephone number of the permit holder, the purpose of the solicitation, the signature of the applicant, and the name, address and signature of the solicitor to whom such credentials are issued, and the period of time during which the solicitor is authorized to solicit on behalf of the permit holder. The city managercity clerk may authorize the use of the identification approved by the Director of the Department of Motor Vehicles for the State of Washington for any person or organization validly registered under the charitable solicitation law; provided the above information appears thereon. It is unlawful for any person to solicit under any such charitable solicitation permit without having in his possession the credentials required by this section. The credentials must be shown, upon request, to all persons solicited or to any police officer of the cityCity of Kenmore or agent of the city managercity clerk.

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5.70.110 Permit – Expiration – Return.

Any charitable solicitation permit shall be returned to the city managercity clerk within seven days of its date of expiration.

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5.70.120 Written receipts required.

Any person receiving money or anything having a value of \$1.00 or more from any contributor under a solicitation made pursuant to a charitable solicitation permit shall, upon request, give to the contributor a written receipt signed by the solicitor showing plainly the name and permit number of the person under whose permit the solicitation is conducted, the date and the amount received; provided, however, that this section shall not apply to any contributions collected by means of a closed box or receptacle used in solicitation with the express approval of the city manager/city clerk.

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5.70.130 Renewal of license, registration or permit – Late penalty.

A late penalty shall be charged on all applications for renewal of a license, registration or permit received later than 10 working days after the expiration date of such license, registration or permit as set forth in the respective resolution or ordinance establishing the expiration date of such license, registration or permit. The amount of such penalty is fixed as follows:

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A. For a license, registration or permit requiring a fee of \$0.50 or more, but less than \$50.00, 20 percent of the required fee;

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B. For a license, registration or permit requiring a fee of \$50.00 or more, but less than \$1,000, 10 percent of the required fee;

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C. For a license, registration or permit requiring a fee of \$1,000 or more, five percent of the required fee.

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5.70.140 Permit – Suspension or revocation – Notice to Kenmore police department.

The city/Kenmore police department shall be notified by the city manager/city clerk of the suspension or revocation of any charitable solicitation permit.

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5.70.150 Books and records of permit holders.

Every person to whom a charitable solicitation permit has been issued under this chapter shall maintain a system of accounting whereby all contributions and all disbursements are entered upon the books or records of such person's treasurer or other financial officer. For each solicitation a separate folder containing all vouchers supporting the accounting and containing a record of all contributions and disbursements will be maintained and available for inspection by the city manager/city clerk or his agent for a period of one year from the end of the period of solicitation.

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5.70.160 Financial report.

Within 30 days after completing solicitation, the holder of a charitable solicitation permit shall furnish the finance director/city manager with a detailed financial report and statements showing the amount raised by solicitation under the permit, the amount expended in soliciting, including a detailed account of all wages, fees, commissions and expenses allowed or paid anyone in connection with such solicitation, and

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a statement of the disposition of the balance, and proof of such disposition shall be furnished the finance director on request. All monies or things of value collected under such permit shall be reported. The financial report required by this section shall be submitted on a uniform form provided by the city managerfinance director. The city managerfinance director shall keep the report available for inspection by the public; provided, however, the city managerfinance director may extend the time for filing of the report required by this section for an additional period of 30 days or longer upon proof that the filing of the report within the time specified will work unnecessary hardship on the permit holder. Any charitable organization having a one-year permit shall file with the city managerfinance director a copy of the independent certified audit of its financial books and records within 10 days after the same has been obtained.

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5.70.170 Religious solicitations – Certificate of registration – Required.

A. No person shall solicit contributions for any religious purpose within the cityCity of Kenmore without a certificate of registration issued by the city managercity clerk; provided, however, that the provisions of this section shall not apply to solicitations by any religious organization conducted among the members thereof by other officers or members voluntarily and without remuneration for making such solicitations, or to solicitations for or collections of contributions at the regular assemblies, meetings or services of such organizations. Application for a certificate shall be made to the city managercity clerk upon forms provided by him. Such application shall be sworn to or affirmed, and shall contain the following information, or in lieu thereof, a statement of the reason or reasons why such information cannot be furnished:

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1. The name and local address or headquarters of the person applying for the certificate;

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2. If applicant is not an individual, the names and addresses of the applicant's principal officers and managers and a copy of the resolution, if any, authorizing such solicitation, certified to as a true and correct copy of the original by the officer having charge of applicant's records;

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3. The purpose for which such solicitation is to be made, the total amount of funds proposed to be raised thereby, and the use or disposition to be made of any receipts therefrom;

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4. The name and address of the person or persons by whom the receipts of such solicitation shall be disbursed;

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5. The name and address of the person or persons who will be in direct charge of conducting the solicitation and the names of all promoters connected or to be connected with the proposed solicitation;

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6. An outline of the method to be used in conducting the solicitation;
7. The time when such solicitation shall be made, giving the dates for the beginning and ending of such solicitations;
8. The estimated cost of the solicitation;
9. The amount of any wages, fees, commissions, expenses or emoluments to be expended or paid to any person in connection with such solicitations, and the names and addresses of all such persons;
10. A financial statement for the last preceding fiscal year of any funds solicited by the applicant for religious purposes from the public pursuant to a certificate of registration hereunder, said statements giving the amount of money so raised, together with the cost of raising it, and final distribution thereof;
11. A detailed statement of the religious work being done by the applicant within the cityCity-of Kenmore;
12. A statement to the effect that the certificate will not be used or represented in any way as an endorsement by the cityCity-of Kenmore or by any department or officer thereof.
- B. If, while any application is pending or during the term of any certificate granted thereon, there is any change in fact, policy or method that would alter the information given in the application, the applicant shall notify the city managercity clerk in writing thereof within 24 hours after such change.
- 5.70.180 Religious solicitations – Certificate of registration – Regulations.
- Upon receipt of such application, the city managercity clerk shall issue the applicant a certificate of registration. The certificate shall remain in force and effect for a period of six months after the issuance thereof, and shall be renewed upon the expiration of this period upon the filing of a new application. Certificates of registration shall bear the name and address of the person by whom the solicitation is to be made, the number of the certificate, the date issued and a statement that the certificate does not constitute an endorsement by the cityCity-of Kenmore or by any of its departments or officers of the purpose or the person conducting the solicitation. All persons to whom certificates of registration have been issued shall furnish credentials to their agents and solicitors in the same manner and subject to the same conditions relating to credentials to solicit for charitable purposes. No person shall solicit under any such certificate of registration without such credentials in his possession, and such person shall, upon

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demand, present these credentials to any *person* solicited or to the *city manager* or his agent or to any police officer of *the city*.

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5.70.190 Fraudulent misrepresentation and misstatements prohibited.

It is unlawful for any *person* to directly or indirectly solicit *contributions* for any purpose by misrepresentation of his name, occupation, financial condition, social condition or residence, and no *person* shall make or perpetrate any other misstatement, misrepresentation, deception or fraud in connection with any *solicitation* of any contribution for any purpose in the *city* or in any application or report filed in connection therewith.

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5.70.200 Violation – Penalty.

Any *person* who willfully violates any of the provisions of this chapter is, upon conviction thereof, punishable by a fine of not more than \$250.00 or by imprisonment in the county jail for a term of not more than 90 days, or by both fine and imprisonment.

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5.70.210 Civil penalty.

In addition to or as an alternative to any other penalty provided herein or by law, any *person* who violates any provision of 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 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.

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5.70.220 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 or will constitute a violation of any business license ordinance or other regulations herein adopted.

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5.70.230 Severability.

It is the intention of the city council that each separate provision of this chapter is independent of all other provisions therein. Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this chapter.

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Chapter 5.75
VIOLATION – PENALTIES

Sections:

5.75.010 General.

5.75.020 Civil penalties.

5.75.010 General.

Any *person* violating or failing to comply with any of the provisions of *KMC* Chapters 5.05 through 5.70100 *KMC* shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished as set forth in *KMC 1.15.010 and 1.15.020general City ordinance*.

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5.75.020 Civil penalties.

In addition to or as an alternative to any other penalty provided herein, any *person* violating any provision of Chapters 5.05 through 5.70100 *KMC* shall be subject to a civil penalty as provided in *KMC 1.15.010 and 1.15.020general City ordinance*.

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**Chapter 5.80
PANORAM PREMISES**

Sections:

- 5.80.010 Findings of fact.
- 5.80.020 Definitions.
- 5.80.030 Panoram premises license required.
- 5.80.040 Panoram device license required.
- 5.80.050 Panoram operator's license required.
- 5.80.060 Panoram manager's license required.
- 5.80.070 ~~License fee—Terms—Assignment—Renewals. *Repealed*~~
- 5.80.080 License application – Report by City departments.
- 5.80.090 Issuance of licenses.
- 5.80.100 Suspension or revocation of licenses – Notices – Summary suspension.
- 5.80.110 Appeal and hearing.
- 5.80.120 Premises regulations.
- 5.80.130 Unlawful acts.
- 5.80.140 Violations and penalties.
- 5.80.150 Compliance.

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5.80.010 Findings of fact.

The ~~city~~City of Kenmore takes notice and specifically relies upon the experiences of and studies utilized by other cities and counties in combating the specific adverse impacts of sexually-oriented businesses, including panoram or "peep show" establishments. This includes but is not limited to the studies relied upon, findings of fact entered by, and litigation involving the cities of Tukwila, SeaTac, Shoreline, and Federal Way in their respective panoram ordinance provisions.

Additionally, the city council enters the following findings of fact related to panoram establishments within the ~~city~~City of Kenmore:

- A. The police have documented the existence of illegal sexual activity occurring within the panoram booths at panoram establishments within the ~~city~~City.
- B. The floor in the panoram booths is stained with fluid.
- C. Adoption of ~~the ordinance codified in~~ this chapter will minimize these and other illegal and unhealthful activities, and will preserve the public health, safety, and welfare.

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5.80.020 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings unless the context clearly requires otherwise:

A. "Applicant" means the individual or entity seeking any form of panoram *license in the City of Kenmore*.

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B. "Applicant control persons" means all partners, corporate officers and directors and any other individuals in the *applicant's* business organization who hold a significant interest in the panoram business, based on responsibility for management or control of the panoram business, regardless of whether such person's name appears on corporate filings, *license* applications, or other official documents of the *applicant*.

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C. "*Clerk*" means the City of Kenmore employee or agent appointed by the *city manager* as licensing official under this chapter.

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CD. "Panoram," "preview," "picture arcade" or "peep show" means any device which, for payment of a fee, membership fee or other charge, is used to view, exhibit or display a film or videotape. All such devices are denominated in this chapter by the terms "panoram" or "panoram device." The terms "panoram" and "panoram device" as used in this chapter do not include games which employ pictures, or gambling devices regulated by the State.

DE. "Panoram manager" means any *person to whom the applicant or any applicant control person* has delegated day to day administrative or management duties on the panoram premises.

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EF. "Panoram premises" means any premises or portion of any premises on which any panoram device is located and to which members of the public are admitted. The term "panoram premises" as used in this chapter does not include motion picture theater auditoriums.

FG. "Panoram station" means a portion of any panoram premises on which a panoram device is located and where a patron or customer would ordinarily be positioned while watching the panoram device.

5.80.030 Panoram premises license required.

A. It is unlawful to display, exhibit, expose or maintain any *panorampanoram* device upon any premises to which members of the public are admitted unless there is a valid and current *panorama premisespanoram premises license* for such premises.

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B. A separate *panorama premisespanoram premises license* is required for each *panorama premisespanoram premises* and the same shall at all times be conspicuously posted and maintained therein.

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C. The city manager shall prescribe the form of such license, number the same, and shall indicate thereon the number of panoram devices which may be operated thereunder, and the location of the licensed panorama premises.

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5.80.040 Panoram device license required.

A. It is unlawful to exhibit or display for public use any panoram device upon any panorama premises without first having obtained a panorama device license for each such panoram device.

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B. Panoram device licenses shall be issued for specific panoram premises only and shall not be transferable.

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C. The current panoram device license for each panoram device shall be securely attached to each panoram device in a conspicuous place.

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D. The city manager shall prescribe the form of such license and number the same.

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5.80.050 Panoram operator's license required.

It is unlawful to own and exhibit or display for public use, or to place with another, by lease or otherwise, for public use, exhibit or display, any panoram device without a valid and current panoram operator's license. The city manager shall prescribe the form of such license and shall number the same.

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5.80.060 Panoram manager's license required.

No person shall work as a manager at a panoram premises in the city without a valid and current panorama manager's license under this chapter. The city manager shall prescribe the form of such license and shall number the same.

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5.80.070 License fee—Terms—Assignment—Renewals.

A. The license year for licenses under this chapter shall be from January 1st to December 31st. All licenses under this chapter shall expire on December 31st of each year. Except as hereinafter provided, all license fees under this chapter shall be payable on an annual basis. Annual license fees shall be as follows:

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1. Panoram premises license, imposed by the city council by resolution;

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2. Panoram device license, imposed by the city council by resolution;

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3. Panoram manager license, imposed by the city council by resolution; and

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4. Panoram operator *license*, imposed by the city council by resolution.

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B. *License* fees under subsection (A) of this section shall not be prorated, except that if the original application for a *license* is made subsequent to June 30th in any year, the *license* fee for the remainder of that year shall be one-half of the annual *license* fee. *Licenses* issued under this chapter may not be assigned or transferred to other premises, operators or devices.

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C. On or before December 31st of each year, a *licensee* under this chapter shall file an application for renewal of each *license* he wishes to use in the next *license* year. An application for renewal of a *license* shall be filed in the same manner as an original application for such a *license*, and shall be accompanied by a renewal fee in an amount equal to the *license* fee applicable to an original application for such a *license* under this section. On renewal applications filed after December 31st, the clerk shall assess and collect an additional charge as follows:

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1. If the application is more than six but less than 31 days late, the additional charge is 10 percent of the renewal fee; and

2. If the application is more than 30 but less than 61 days late, the additional charge is 25 percent of the renewal fee.

5.80.080 License application – Report by City departments.

A. Any *person* seeking a *panorama premises* ~~*panoram premises*~~ *license*, *panoram* ~~*panoram*~~ operator's *license* or *panoram* ~~*panoram*~~ device *license* shall file a written application with the *city manager* ~~*clerk*~~ on a form provided by the *city manager* ~~*clerk*~~ for that purpose.

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The *city manager* ~~*clerk*~~, upon presentation of a complete application and appropriate fee shall refer such application to the police department, and other appropriate *city* ~~*City*~~ departments or contractors, for a full investigation as to the truth of the statements contained therein, and as to any or all other matters which would aid the *city manager* ~~*clerk*~~ in determining compliance with this chapter and other applicable law.

Upon receipt of any complete application and appropriate fee for a *license*, the *city manager* ~~*clerk*~~ shall further issue a temporary *license*, pending disposition of the application or the completion of the term of any *license* suspension issued pursuant to this chapter. The temporary *license* shall expire upon issuance of a *license* or renewal thereof or notice of nonissuance. The holder of a temporary *license* is subject to all requirements, standards, and penalty provisions of this chapter.

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B. *Applicants* for any *license* or renewal thereof under this chapter shall provide information as follows:

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1. With each application for a ~~panoram premises~~~~panoram premises~~ license or renewal thereof, applicants shall provide:

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a. The name, address and telephone number of each ~~person~~ applying for the ~~license~~;

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b. The name, address and telephone number of each ~~person~~ holding an ownership or leasehold interest in the ~~panoram premises~~~~panoram premises~~;

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c. The name, address and telephone number of the manager or other ~~person~~ responsible for the operation of the premises;

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d. The address of the premises;

e. The number of ~~panoram~~~~panoram~~ devices to be located on the premises; and

f. A sketch or drawing sufficient to show the layout of the premises, including all information necessary to determine whether the premises complies with the provisions of this chapter.

2. With each application for a ~~panoram~~~~panoram~~ device license or renewal thereof, applicants shall provide:

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a. The name, address and telephone number of each ~~person~~ applying for the ~~license~~;

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b. The name, address and telephone number of each ~~person~~ holding an ownership or leasehold interest in the ~~panoram~~~~panoram~~ device;

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c. The name, address and telephone number of each ~~person~~ responsible for the operation of the ~~panoram~~~~panoram~~ device;

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d. The address at which the ~~panoram~~~~panoram~~ device is to be located; and

e. A description of the ~~panoram~~~~panoram~~ device, including make, model and serial number.

3. With each application for a ~~panoram~~~~panoram~~ operator's and ~~panorama manager's~~~~panoram manager's~~ license, or any renewal thereof, applicants shall provide:

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a. For the ~~applicant~~, each ~~applicant control person~~, and each manager: names; any aliases or previous names; driver's license number, if any; Social Security number, if any; business, mailing, and residential address; and business and residential telephone number;

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b. If a partnership, whether general or limited, provide for all general partners the same information required under subsection (B)(3)(a) of this section;

c. If a corporation, date and place of incorporation, evidence that it is in good standing under the laws of the State of Washington, and name and address of any registered agent for service of process;

d. Whether the applicant or any partner, corporate officer, or director of the applicant holds any other licenses under this chapter or any license for similar adult entertainment or sexually oriented business, including motion picture theaters and panorams~~panorams~~, from the City or another city, county or state, and if so, the names and addresses of each other licensed business;

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e. A summary of the business history of the applicant, applicant control persons, and each manager in owning or operating the adult entertainment or other sexually oriented businesses, providing names, addresses and dates of operation for such businesses, and whether any business license or adult entertainment license has been revoked or suspended, and the reason therefor;

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f. For the applicant, all applicant control persons, and each manager, any and all criminal convictions or bail forfeitures within five years immediately preceding the date of the application, other than parking offenses or minor traffic infractions, including the dates of conviction, nature of the crime, name and location of court and disposition;

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g. For the applicant and all applicant control persons, a description of their business, occupation or employment history for the three years immediately preceding the date of the application;

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h. The location and doing-business-as name of the proposed panoram~~panoram~~-facility, including a legal description of the property, street address, and telephone number, together with the name and address of each owner and lessee of the property;

i. Two two-inch by two-inch color photographs of the applicant and applicant control persons, taken within six months of the date of application showing only the full face; and

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j. A complete set of fingerprints for the applicant, each applicant control person, and each manager taken by the city~~Kenmore~~ police department or its designee.

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5.80.090 Issuance of licenses.

A. Upon receipt of any application, the city manager/clerk shall issue a temporary license or renewal thereof, pursuant to KMC 5.80.070(A), or notice of nonissuance and the reasons therefor.

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B. The city manager/clerk shall issue the permanent license or licenses applied for if, after investigation, the city manager/clerk finds that:

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1. The business for which a license is required herein will be conducted in a building, structure and location which complies with the requirements and standards of this chapter; and

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2. The applicant, his or her employee, agent, partner, director, officer, stockholder or manager has not knowingly made any false, misleading or fraudulent statement of material fact in the application for a license, or in any report or record required to be filed with the city manager/clerk.

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5.80.100 Suspension or revocation of licenses – Notices – Summary suspension.

The city manager/clerk may, upon 10 days' written notice delivered to the license holder, temporarily suspend or permanently revoke any license issued pursuant to this chapter where one or more of the following conditions exist:

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A. The license application, or any report or record required to be filed with the city manager/clerk, includes one or more false, misleading, or fraudulent statements of material fact; or

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B. The building, structure, equipment or location of the business for which the license was issued does not comply with the requirements or the standards of this chapter, the city building code/Uniform Building Code as adopted by Kenmore, or other applicable law; or

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C. The licensee, his or her employee, agent, partner, director, officer or manager has knowingly allowed or permitted in or upon the premises any violations of this chapter or acts made unlawful under this chapter.

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5.80.110 Appeal and hearing.

A. Any person aggrieved by the action of the city manager/clerk in refusing to issue or renew any license under this chapter or in temporarily suspending or permanently revoking any license under this chapter shall have the right to appeal such action to the city hearing examiner, or to such other hearing body as may hereafter be established by the city council for the hearing of such appeals, by filing a notice of appeal with the city manager/clerk within 10 days of receiving notice of the action from which appeal is taken. The filing of such appeal shall stay the action of the city manager/clerk.

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B. The hearing body, upon receipt of a timely notice of appeal, shall set a date for a hearing of such appeal within 30 days from the date of such receipt, unless extended by mutual agreement or for good cause shown. The hearing shall be de novo. The hearing body shall hear testimony, take evidence and may hear oral argument and receive written-briefs.

C. The decision of the hearing body on an appeal from a decision of the city manager shall be based upon a preponderance of the evidence. The burden of proof shall be on the city.

D. Any person aggrieved by the decision of the hearing examiner or other designated hearing body shall have the right to appeal the decision to the superior court by writ of certiorari filed and served upon the City within 14 calendar days after the date of the hearing examiner's or other hearing body's decision. The filing of such appeal shall stay the decision of the hearing examiner or other designated hearing body.

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5.80.120 Premises regulations.

A. It shall be unlawful and a violation of this chapter for a panoram operator, manager, or anyone owning or controlling a panoram premises, to cause, maintain, or permit to exist any condition in violation of this section, and the city manager shall not license any panoram premises which do not conform to the requirements of this section, and shall revoke or suspend the license of any panoram premises, and the license of any operator and any manager thereof, which do not maintain conformity with these requirements.

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B. All panoram stations must be open to an adjacent public room so that the entire area inside each station is visible by direct line of sight to persons in the adjacent public room, including the manager. The entire interior of every panoram station shall be visible and may not be obscured by any curtain, door, enclosure, or other form of screening device. Any chair or other seating surface within a panoram station shall not provide a seating surface of greater than 18 inches in either length or width. Only one such chair or other seating surface shall be placed in any panoram station.

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C. The panoram stations on any panorama premises shall be separated by partitions constructed of wood or other solid and opaque material. No openings in such partitions for ventilation or other purposes shall extend higher than 12 inches from the floor or lower than 84 inches from the floor. Any such opening shall be covered with a permanently affixed wire mesh or other cover not capable of penetration by solid matter.

D. The licensee shall not permit any doors to other areas on the premises which are available for use by persons other than the licensee or employees of the licensee to be locked during business hours.

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E. All ~~panoram~~ stations and other public areas of the ~~panoram premises~~ shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which employees, patrons, invitees or customers are permitted access at an illumination of not less than 10 foot candles as measured at the floor level at all times while patrons, invitees or customers are permitted within the ~~panoram premises~~.

F. The entire floor area of a ~~panoram~~ booth or stall must be level with the continuous main aisle. No steps, ramps or risers are allowed in any such booth or stall.

G. The *licensee* shall permanently post and maintain on the interior and exterior of each booth or stall on the ~~panorama premises~~ a sign with two-inch lettering on a contrasting background stating:

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Occupancy of this booth is at all times limited to only one *person*. Violations are subject to criminal prosecution.

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H. The *licensee* shall not operate or maintain any warning system or device, of any nature or kind, for the purpose of warning customers or patrons or any other *persons* occupying ~~panoram~~ booths or stalls located on the *licensee's* premises that police officers or *city* health, fire, licensing or building inspectors are approaching or have entered the *licensee's* premises.

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I. A licensed ~~panoram manager~~ shall be on the premises at all times that the ~~panorama premises~~ is open to the public for business.

J. No *person* under the age of 18 shall be permitted to enter any ~~panorama premises~~.

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K. All ~~panoram stations~~ shall be maintained in a clean and sanitary condition at all times. All floors, walls and ceilings shall consist only of hard, cleanable surfaces. All ~~panoram stations~~ shall be thoroughly cleaned with a diluted bleach solution whenever necessary for the removal of any potentially infectious materials (including, without limitation, semen, blood and vaginal secretions), but at least once daily. A record of such cleaning, listing the date and time, shall be posted in each ~~panorama station~~. Any such potentially infectious materials, together with any cleaning rags, cloths or other implements, and any condoms, needles, or other items that may contain such potentially infectious materials, shall be placed in a properly labeled "medical waste" bag and disposed of pursuant to applicable laws or regulations.

L. It shall be unlawful for any ~~panoram premises~~ to be operated or otherwise open to the public between the hours of 2:00 a.m. and 10:00 a.m.

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5.80.130 Unlawful acts.

A. A ~~panoram station~~~~panoram station~~ subject to the requirements of this chapter may only be occupied by one ~~person~~ at any one time. It is unlawful for any ~~person~~ to occupy such a booth or stall at the same time it is occupied by any other ~~person~~.

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B. It is unlawful to stand or kneel on any chair or seating surface in a ~~panoram~~~~panoram~~ booth or stall.

C. It is unlawful for any owner, operator, manager, employee or other ~~person~~ in charge of premises for which a ~~panoram~~~~panoram~~ location ~~license~~ is required to warn, or to aid and abet the warning, of customers or patrons or any other ~~persons~~ occupying ~~panoram~~~~panoram~~ booths or stalls located on the ~~licensee's~~ premises that police officers or health, fire, licensing or building inspectors are approaching or have entered the ~~licensee's~~ premises.

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D. It is unlawful within any ~~panoram premises~~~~panoram premises~~ for any ~~person~~ to masturbate, or expose to view any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, penis, vulva or ~~genitals~~.

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5.80.140 Violations and penalties.

It is unlawful for any ~~person~~ to violate any provision or to fail to comply with any of the requirements of this chapter. Any ~~person~~ violating any of the provisions or failing to comply with any of the mandatory requirements of this chapter, including the premises regulations enumerated in KMC 5.80.110, shall upon conviction thereof be guilty of a gross misdemeanor and shall be punished by a fine of not more than \$5,000, or by imprisonment of a period of not more than one year, or by both such fine and imprisonment.

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Each such ~~person~~ shall be guilty of a separate offense for each and every day, or part of day, during which any violation of any provision of this chapter is committed, continued, or permitted. In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter shall be deemed a public nuisance and may be abated as such, and each day that such condition continues shall be regarded as a new and separate offense. All costs expended by the ~~city~~~~City~~ in any such nuisance abatement or other action, including police investigation costs and attorney fees, shall be recoverable as part of any judgment in the ~~city's~~~~City's~~ favor.

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5.80.150 Compliance.

All ~~persons~~ and premises regulated pursuant to this chapter shall comply with this chapter within 30 days of its effective date.

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ATTACHMENT #2

Chapter 5.85
PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

Sections:

- 5.85.010 Definitions.**
- 5.85.020 Registration required.**
- 5.85.030 Identification.**
- 5.85.040 Hours of operation.**
- 5.85.050 No soliciting signs compliance.**
- 5.85.060 Use of streets, parks or rights-of-way.**
- 5.85.070 Exemptions.**
- 5.85.080 Enforcement and penalties.**

5.85.010 Definitions.

A. "Peddler" means any person with no fixed place of business who goes from house to house, from place to place or from state to state, carrying or transporting goods, wares or merchandise and offering or exposing the same for sale, or making sales and deliveries to purchasers.

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B. "Registered solicitor" means and includes any person or business which has obtained a valid certificate or registration as provided in this chapter.

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C. "Solicitor" means any person who goes from house to house, from place to place, or from state to state, soliciting, taking or attempting to take orders for any goods, wares or merchandise, including books, periodicals, magazines or personal property of any nature whatsoever, including any services for future delivery.

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D. "Transient merchant" means any person, firm or corporation who engages temporarily in the business of selling and delivering goods, wares or merchandise within the cityCity, and who, in furtherance of such purposes, hires, leases, uses or occupies any building, structure or vacant lot, motor vehicle, or trailer.

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5.85.020 Registration required.

It is unlawful and a nuisance for any person to engage in commercial or business solicitation and/or canvassing, calling at residences without the previous consent of the occupant for purposes of soliciting orders, sales, subscriptions or business commercial information without first having registered in the office of the city managercity clerk. The applicant shall provide a written signed application stating:

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A. The name, address, telephone number and contact person for the principal applicantapplicant;

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B. The nature of the products or services involved, the names of the manufacturers, if any;

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C. The proposed method of operation in the cityCity;

D. A list of persons who will solicit or canvass in the cityCity, including each person's name, address and telephone number, a general description of each person; and

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E. Any other information required by the city managerCity.

5.85.030 Identification.

Every peddler, solicitor, registered solicitor or transient merchant shall not conduct business within the cityCity limits without possessing a valid copy of their solicitor/peddler certificate at all times.

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5.85.040 Hours of operation.

Peddlers, solicitors, registered solicitors or transient merchants shall not operate within the cityCity limits of Kenmore between the hours of 8:00 p.m. and 8:00 a.m. without a prearranged appointment.

5.85.050 No soliciting signs compliance.

No peddler, solicitor, registered solicitor, or transient merchant shall contact any residence that is posted by signage that such contacts are not desired by the residents.

5.85.060 Use of streets, parks or rights-of-way.

No peddler, solicitor, registered solicitor or transient merchant shall have any exclusive right to any location in the public streets, parks or public rights-of-way, nor be permitted a stationary location, nor be permitted to operate in any congested area where operations might impede or inconvenience the public. For the purpose of this section the judgment of a law enforcement officer, exercised in good faith, shall be conclusive as to whether the area is congested or the public impeded or inconvenienced.

5.85.070 Exemptions.

Except where noted the following shall be exempt from all provisions of this chapter:

Officers or employees of the cityCity, county, State or federal government, or any subdivision thereof when on official business.

Charitable, religious, nonprofit organizations, any political campaign on behalf of (or in opposition to) any candidate for public office or other similar civic, charitable, or nonprofit organizations shall be exempt from all provisions except the section pertaining to compliance with "No soliciting" signage.

Mobile food trucks with food or drink, prepared on-site or pre-packaged, selling and serving to the general public and licensed by King County Public Health Department shall be exempt from this Chapter.

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5.85.080 Enforcement and penalties.

A. ~~Violation—Penalty~~. Violation of this chapter is a misdemeanor and any ~~person, business, firm or~~ corporation who violates any of the provisions herein shall upon conviction be punished by a fine of up to \$1,000 and/or imprisonment for a term not to exceed 90 days.

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ATTACHMENT #2

Chapter 5.90 ADULT CABARETS

Sections:

- 5.90.010 Definitions.
- 5.90.020 License required.
- 5.90.030 License prohibited to certain classes.
- 5.90.040 Adult cabaret license.
- 5.90.050 Adult cabaret manager and entertainer licenses.
- 5.90.060 ~~Adult cabaret license fees.~~ Repealed
- 5.90.070 Appeal.
- 5.90.080 Standards of conduct and operation for adult cabarets.
- 5.90.090 Adult cabaret premises specifications.
- 5.90.100 Recordkeeping and inspection requirements for adult cabarets.
- 5.90.110 Hours of operation for adult cabarets.
- 5.90.120 Dramatic works excepted.
- 5.90.130 ~~License term, assignment and renewals.~~ Repealed
- 5.90.140 License suspension and revocation.
- 5.90.150 Liquor regulations.
- 5.90.160 Violation a misdemeanor.
- 5.90.170 Nuisance declared.
- 5.90.180 Additional enforcement.
- 5.90.190 ~~Severability.~~ Repealed

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5.90.010 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings unless the context clearly requires otherwise:

A. "Adult cabaret" means any commercial premises to which any member of the public is invited or admitted and where an entertainer provides live adult entertainment to any member of the public.

B. "Adult entertainment" means:

1. Any exhibition, performance or dance of any type conducted in a premises where such exhibition, performance, or dance involves a *person* who is unclothed or in such costume, attire, or clothing as to expose any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva or *genitals*, or wearing any device or covering exposed to

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view which simulates the appearance of any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva or *genitals*, or human male *genitals* in a discernibly turgid state, even if completely and opaquely covered; or

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2. Any exhibition, performance or dance of any type conducted in a premises where such exhibition, performance or dance is distinguished or characterized by a predominant emphasis on the depiction, description, simulation or relation to the following specified sexual activities:

a. Human *genitals* in a state of sexual stimulation or arousal;

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b. Acts of human masturbation, sexual intercourse or sodomy; or

c. Fondling or other erotic touching of human *genitals*, pubic region, buttocks or female breast; or

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3. Any exhibition, performance or dance which is intended to sexually stimulate any member of the public and which is conducted on a regular basis or as a substantial part of the premises activity. This includes, but is not limited to, any such exhibition, performance or dance performed for, arranged with or engaged in with fewer than all members of the public on the premises at that time, with separate consideration paid, either directly or indirectly, for such performance, exhibition or dance and which is commonly referred to as table dancing, couch dancing, taxi dancing, lap dancing, private dancing or straddle dancing.

C. "Applicant" means the individual or entity seeking an adult cabaret *license* in the City of Kenmore.

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D. "Applicant control persons" means all partners, corporate officers and directors and any other individuals in the applicant's business organization who hold a significant interest in the adult cabaret business, based on responsibility for management of the adult cabaret business.

~~E. "Clerk" means such City employees or agents as the city manager shall designate to administer this chapter, or any designee thereof.~~

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~~EF. "Employee" means any and all persons, including managers, entertainers and independent contractors, who work in or at or render any services directly related to the operation of any adult cabaret.~~

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~~FG. "Entertainer" means any person who provides adult entertainment within an adult cabaret as defined in this section, whether or not a fee is charged or accepted for entertainment.~~

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~~HG. "Liquor" means all beverages defined in RCW 66.04.200.~~

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H. "Manager" means any person who manages, directs, administers or is in charge of the affairs and/or conduct of any portion of any activity involving adult entertainment occurring at any adult cabaret, and includes assistant managers working with or under the direction of a manager to carry out such purposes.

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J. "Operator" means any person operating, conducting or maintaining an adult cabaret.

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K. "Person" means any individual, partnership, corporation, trust, incorporated or unincorporated association, marital community, joint venture, governmental entity, or other entity or group of persons however organized.

L. "Member of the public" means any customer, patron, club member, or person, other than an employee as defined in this section, who is invited or admitted to an adult cabaret.

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M. "Sexual conduct" means acts of:

1. Sexual intercourse within its ordinary meaning, occurring upon any penetration, however slight;
or

2. Any penetration of the vagina or anus, however slight, by an object; or

3. Any contact between persons involving the sex organs of one person and the mouth or anus of another; or

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4. Masturbation, manual or instrumental, of oneself or of one person by another; or

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5. Touching of the sex organs or anus, whether clothed or unclothed, of oneself or of one person by another.

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5.90.020 License required.

A. It is unlawful for any person to conduct, manage or operate an adult cabaret unless such person is the holder of a valid and subsisting license from the city to do so, obtained in the manner provided in this chapter.

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B. It is unlawful for any entertainer, employee or manager to knowingly work in or about, or to knowingly perform any service or entertainment directly related to the operation of, an unlicensed adult cabaret.

C. It is unlawful for any entertainer to perform in an adult cabaret unless such person is the holder of a valid and subsisting license from the city to do so.

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D. It is unlawful for any ~~managemanager~~ to work in an ~~adult cabaretadult cabaret~~ unless such ~~person~~ is the holder of a valid and subsisting ~~license~~ from the ~~cityCity~~ to do so.

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5.90.030 License prohibited to certain classes.

No ~~license~~ shall be issued to:

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A. A natural ~~person~~ who has not attained the age of 21 years, except that ~~licenses~~ may be issued to ~~persons~~ who have attained the age of 18 years with respect to ~~adult cabaretsadult cabarets~~ where no intoxicating liquors are served or provided.

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B. A ~~person~~ whose place of business is conducted by a ~~managemanager~~ or agent, unless such ~~managemanager~~ or agent possesses the same qualifications required of the ~~licensee~~, or in the case of a ~~managemanager~~ of an ~~adult cabaretadult cabaret~~, the ~~managemanager~~ has obtained a ~~manager'smanager's~~ ~~license~~.

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C. A copartnership, unless all the members thereof are qualified to obtain a ~~license~~ as provided in this chapter. Such ~~license~~ shall be issued to the ~~managemanager~~ or agent thereof.

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D. A corporation, unless all the officers and directors thereof are qualified to obtain a ~~license~~ as provided herein. Such ~~license~~ shall be issued to the ~~managemanager~~ or agent thereof.

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5.90.040 Adult cabaret license.

A. Any ~~person~~ desiring ~~aan adult cabaret-cabaret~~ ~~license~~ required under the provisions of this chapter shall file written application with the ~~city managerclerk~~, on forms provided by the ~~city managerclerk~~ for that purpose, in the name of the ~~person~~ or entity proposing to conduct an ~~adult cabaretadult cabaret~~ on the business premises. A failure to provide all information required on the form will constitute an incomplete application and will not be processed. All applications shall be submitted on a form supplied by the City, which shall require the following information:

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1. For the ~~applicantapplicant~~ and for each ~~applicant control personapplicant control person~~, provide: names, any aliases or previous names, driver's license number (if any), Social Security number (if any), and business, mailing, and residential address, and business telephone number.

2. If a partnership, whether general or limited; and if a corporation, date and place of incorporation, evidence that it is in good standing under the laws of Washington, and name and address of any registered agent for service of process.

3. Whether the applicant or any partner, corporate officer, or director of the applicant holds any other ~~licenses~~ under this chapter or any ~~license~~ for similar adult entertainment or sexually oriented

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business, including ~~adult cabarets~~adult cabarets, adult panorams or adult retail businesses, from the ~~city~~City or another city, county or state, and if so, the names and addresses of each other licensed business.

4. A summary of the business history of the applicant and *applicant control persons* in owning or operating the adult entertainment or other sexually oriented businesses, providing names, addresses and dates of operation for such businesses, and whether any business *license* or adult entertainment *license* has been revoked or suspended, and the reason therefor.

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~~5. For the applicant and all applicant control persons, any and all criminal convictions or forfeitures~~ ~~adult cabaret~~within five years immediately preceding the date of the application, other than parking offenses or minor traffic infractions, including the dates of conviction, nature of the crime, name and location of court and disposition.

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6. For the applicant and all *applicant control persons*, a description of business, occupation or employment history for the three years immediately preceding the date of the application.

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7. Authorization for the ~~city~~City, its agents and employees to seek information to confirm any statements set forth in the application.

8. The location and doing-business-as name of the proposed ~~adult cabaret~~adult cabaret, including a legal description of the property, street address, and telephone number, together with the name and address of each owner and lessee of the property.

9. Two two-inch by two-inch color photographs of the applicant and *applicant control persons*, taken within six months of the date of application showing only the full face.

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10. A complete set of fingerprints for the applicant or each ~~applicant control person~~applicant control person, by ~~city~~Kernmore police department employees.

11. A scale drawing or diagram showing the configuration of the premises for the proposed ~~adult cabaret~~adult cabaret, including a statement of the total floor space occupied by the business, and marked dimensions of the interior of the premises. Performance areas, seating areas, ~~manager's~~manager's office and stations, restrooms and service areas shall be clearly marked on the drawing. An application for a *license* for an ~~adult cabaret~~adult cabaret shall include building plans which demonstrate conformance with this chapter.

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B. An application shall be deemed complete upon the applicant's provision of all information requested above, including identification of "none" where that is the correct response, and the applicant's verification

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that the application is complete. The city manager may request other information or clarification in addition to that provided in a complete application where necessary to determine compliance with this chapter.

C. A nonrefundable application fee must be paid at the time of filing an application in order to defray the costs of processing the application.

D. All applications shall be signed by the applicant and notarized or certified as true under penalty of perjury.

E. If any person or entity acquires, subsequent to the issuance of an adult cabaret license, a significant interest based on responsibility for management or operation of the licensed premises or the licensed business, notice of such acquisition shall be provided in writing to the city manager, no later than 21 days following such acquisition. The notice required shall include the information required for the original adult cabaret license application.

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F. The adult cabaret license, if granted, shall state on its face the name of the person or persons to whom it is issued, the expiration date, the doing-business-as name and the address of the licensed adult cabaret. The permit shall be posted in a conspicuous place at or near the entrance to the adult cabaret so that it can be easily read at any time the business is open.

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G. No person granted an adult cabaret license pursuant to this chapter shall operate the adult cabaret business under a name not specified on the license, nor shall any person operate an adult cabaret under any designation or at any location not specified on the license.

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H. Upon receipt of the complete application and fee, the city manager shall provide copies to the appropriate city departments for their investigation and review to determine compliance of the proposed adult cabaret with the laws and regulations which each department administers. Each department shall, within 20 days of the date of such application, inspect the application and premises and shall make a written report to the city manager whether such application and premises comply with the laws administered by each department. No license may be issued unless each department reports that the application and premises comply with the relevant laws, unless the 20-day period has lapsed. In the event the premises is not yet constructed, the departments shall base their recommendation as to premises compliance on their review of the drawings submitted in the application. Any adult cabaret license approved prior to premises construction shall contain a condition that the premises may not open for business until the premises have been inspected and determined to be in substantial conformance with the drawings submitted with the application. A department shall

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recommend denial of a *license* under this subsection if it finds that the proposed *adult cabaret* *adult cabaret* is not in conformance with the requirements of this chapter or other law in effect in the *city* *City*. A recommendation for denial shall cite the specific reason therefor, including applicable laws.

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I. An adult cabaret *license* shall be issued by the *city manager* *clerk* within 30 days of the date of filing a complete *license* application and fee, unless the *city manager* *clerk* determines that the applicant has failed to meet any of the requirements of this chapter or provide any information required under this subsection or that the applicant has made a false, misleading or fraudulent statement of material fact on the application for a *license*. The *city manager* *clerk* shall grant an extension of time in which to provide all information required for a complete *license* application upon the request of the applicant. If the *city manager* *clerk* finds that the applicant has failed to meet any of the requirements for issuance of an *adult cabaret* *adult cabaret* *license*, the *city manager* *clerk* shall deny the application in writing and shall cite the specific reasons therefor, including applicable law. If the *city manager* *clerk* fails to issue or deny the *license* within 30 days of the date of filing of a complete application and fee, the applicant shall be permitted, subject to all other applicable laws, to operate the business for which the *license* was sought until notification by the *city manager* *clerk* that the *license* has been denied, but in no event may the *city manager* *clerk* extend the application review time for more than an additional 20 days.

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5.90.050 Adult cabaret manager and entertainer licenses.

A. No *person* shall work as a *manager* *manager*, assistant *manager* *manager* or *entertainer* *entertainer* at an *adult cabaret* *adult cabaret* without an *entertainer's* *entertainer's* or *manager's* *manager's* *license* from the *city* *City*. Each applicant for a *manager's* *manager's* or *entertainer's* *entertainer's* *license* shall complete an application on forms provided by the *city manager* *City* containing the information identified below. A copy of the application shall be provided to the *city* police department for its review, investigation and recommendation. All applications for a *manager's* *manager's* or *entertainer's* *entertainer's* *license* shall be signed by the applicant and certified to be true under penalty of perjury. The *manager's* *manager's* or *entertainer's* *entertainer's* *license* application shall require the following information:

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1. The applicant's name, home address, home telephone number, date and place of birth, fingerprints taken by *city* *Kenmore* police department employees, Social Security number (if any), and any stage names or nicknames used in entertaining.
2. The name and address of each business at which the applicant intends to work.
3. Documentation that the applicant has attained the age of 18 years. Any two of the following shall be accepted as documentation of age:

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- a. A motor vehicle operator's license issued by any state bearing the applicant's photograph and date of birth;
 - b. A State-issued identification card bearing the applicant's photograph and date of birth;
 - c. An official passport issued by the United States of America;
 - d. An immigration card issued by the United States of America; or
 - e. Any other identification that the cityCity determines to be acceptable.
4. A complete statement of all convictions of the applicant for any misdemeanor or felony violations in this or any other city, county, or state within five years immediately preceding the date of the application, except parking violations or minor traffic infractions.
 5. A description of the applicant's principal activities or services to be rendered.
 6. Two two-inch by two-inch photographs of applicant, taken within six months of the date of application, showing only the full face.
 7. Authorization for the cityCity, its agents and employees to investigate and confirm any statements set forth in the application.
 8. Every adult entertainerentertainer shall provide his or her license to the adult cabaret manageradult cabaret manager on duty on the premises prior to the entertainer'shis or her performance. The managermanager shall retain the licenses of the adult entertainersentertainers readily available for inspection by the cityCity at any time during business hours of the adult cabaretheadult cabaret.

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- B. The city managerclerk may request additional information or clarification when necessary to determine compliance with this chapter.
- C. An adult cabaret manager'sadult cabaret manager's or an adult entertainer'sentertainer's license shall be issued by the city managerclerk within 14 days from the date the complete application and fee are received unless the city managerclerk determines that the applicant has failed to provide any information required to be supplied according to this chapter; has made any false, misleading or fraudulent statement of material fact in the application; or has failed to meet any of the requirements for issuance of a license under this chapter. If the city managerclerk determines that the applicant has failed to qualify for the license applied for, the city managerclerk shall deny the application in writing and shall cite the specific

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reasons therefor, including applicable laws. If the city manager/clerk has failed to approve or deny an application for an adult cabaret manager's/adult cabaret manager's license within 14 days of filing of a complete application, the applicant may, subject to all other applicable laws, commence work as an adult cabaret manager in a duly licensed adult cabaret/adult cabaret until notified by the city manager/clerk that the license has been denied, but in no event may the city manager/clerk extend the application review time for more than an additional 20 days.

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D. An applicant for an adult cabaret manager's/adult cabaret manager's license or an adult entertainer's/entertainer's license shall be issued a temporary license upon receipt of a complete license application and fee. Said temporary license will automatically expire on the fourteenth day following the filing of the complete application and fee, unless the city manager/clerk has failed to approve or deny the license application, in which case the temporary license shall be valid until the city manager/clerk approves or denies the application, or until the final determination of any appeal from a denial of the application. In no event may the city manager/clerk extend the application review time for more than an additional 20 days.

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5.90.060-Adult cabaret license fees:

A. Any person desiring to obtain an adult cabaret license shall first pay a license fee pursuant to the City's adopted fee schedule.

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B. Any person desiring to obtain an adult cabaret manager's license shall first pay a license fee pursuant to the City's adopted fee schedule.

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C. Any person desiring to obtain an adult cabaret entertainer's license shall first pay a license fee pursuant to the City's adopted fee schedule.

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5.90.070 Appeal.

A. Denial of License. Any person aggrieved by the action of the city manager/clerk in refusing to issue or renew any license issued under this chapter shall have the right to appeal such action to the hearing examiner by filing a notice of appeal with the city manager/clerk within 21 days of notice of the refusal to issue or renew. The decision of the city manager/clerk shall be stayed pending the final outcome of any such timely appeal. The appeal shall be processed under KMC 5.05.150 and Chapter 19.30 KMC.

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B. Appeal to Superior Court. Any person aggrieved by the decision of the hearing examiner may appeal to the superior court for a writ of certiorari, prohibition or mandamus. The decision of the hearing examiner shall be stayed pending the final outcome of any such timely appeal.

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5.90.080 Standards of conduct and operation for adult cabarets.

A. The following standards of conduct must be adhered to by employees of any adult cabaret while in any area in which members of the public are allowed to be present:

1. No employee or entertainer shall be unclothed or in such less than opaque and complete attire, costume or clothing so as to expose to view any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva or genitals, except upon a stage at least 18 inches above the immediate floor level and removed at least eight feet from the nearest member of the public.

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2. No employee or entertainer mingling with members of the public shall be unclothed or in less than opaque and complete attire, costume or clothing as described in subsection (A)(1) of this section, nor shall any male employee or entertainer at any time appear with his genitals in a discernibly turgid state, even if completely and opaquely covered, or wear or use any device or covering which simulates the same.

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3. No employee or entertainer mingling with members of the public shall wear or use any device or covering exposed to view which simulates the breast below the top of the areola, vulva, genitals, anus, any portion of the pubic region, or buttocks.

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4. No employee or entertainer shall caress, fondle or erotically touch any member of the public. No employee or entertainer shall encourage or permit any member of the public to caress, fondle or erotically touch any employee or entertainer.

5. No employee or entertainer shall perform actual or simulated acts of sexual conduct as defined in this chapter, or any act which constitutes a violation of Chapter 7.48A RCW, the Washington Moral Nuisances Statute.

6. No employee or entertainer mingling with members of the public shall conduct any dance, performance or exhibition in or about the nonstage area of the adult cabaret unless that dance, performance or exhibition is performed at a distance of no less than four feet, measured from torso to torso, from any member of the public.

7. No tip or gratuity offered to or accepted by an adult entertainer may be offered or accepted prior to any performance, dance or exhibition provided by the entertainer. No entertainer performing upon any stage area shall be permitted to accept any form of gratuity offered directly to the entertainer by any member of the public. Any gratuity offered to any

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~~entertainer~~ performing upon any stage area must be placed into a receptacle provided for receipt of gratuities by the adult cabaret or provided through a ~~manager~~ on duty on the premises. Any gratuity or tip offered to any adult ~~entertainer~~ conducting any performance, dance or exhibition in or about the nonstage area of the ~~adult cabaret~~ shall be placed into the hand of the adult ~~entertainer~~ or into a receptacle provided by the adult ~~entertainer~~, and not upon the ~~person~~ or into the clothing of the adult ~~entertainer~~.

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B. At any ~~adult cabaret~~, the following are required:

1. Admission must be restricted to ~~persons~~ of the age of 18 years or more. It is unlawful for any owner, ~~operator~~, ~~manager~~ or other ~~person~~ in charge of an ~~adult cabaret~~ to knowingly permit or allow any ~~person~~ under the minimum age specified to be in or upon such premises.

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2. Neither the performance nor any photograph, drawing, sketch or other pictorial or graphic representation thereof displaying any portion of the breasts below the top of the areola or any portion of the pubic hair, buttocks, ~~genitals~~, and/or anus may be visible outside of the ~~adult cabaret~~.

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3. No member of the public shall be permitted at any time to enter into any of the nonpublic portions of the ~~adult cabaret~~, which shall include but are not limited to: the dressing rooms of the ~~entertainers~~ or other rooms provided for the benefit of ~~employees~~, and the kitchen and storage areas; except that ~~persons~~ delivering goods and materials, food and beverages, or performing maintenance or repairs to the premises or equipment on the premises may be permitted into nonpublic areas to the extent required to perform their job duties.

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C. The responsibilities of the ~~manager~~ of an ~~adult cabaret~~ shall include but are not limited to:

1. A licensed ~~manager~~ shall be on duty at an ~~adult cabaret~~ at all times ~~adult entertainment~~ is being provided or members of the public are present on the premises. The name and ~~license~~ of the ~~manager~~ shall be prominently posted during business hours. The ~~manager~~ shall be responsible for verifying that any ~~person~~ who provides ~~adult entertainment~~ within the premises possesses a current and valid ~~entertainer's license~~.

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2. The licensed ~~manager~~ on duty shall not be an ~~entertainer~~.

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3. The ~~manag~~manager or an assistant ~~manag~~manager licensed under this chapter shall maintain visual observation of each member of the public at all times any ~~entertain~~entertainer is present in the public or performance areas of the ~~adult cabaret~~adult cabaret. Where there is more than one performance area, or the performance area is of such size or configuration that one ~~manag~~manager or assistant ~~manag~~manager is unable to visually observe, at all times, each adult ~~entertain~~entertainer, each ~~employe~~employee, and each member of the public, a ~~manag~~manager or assistant ~~manag~~manager licensed under this chapter shall be provided for each public or performance area or portion of a public or performance area visually separated from other portions of the ~~adult cabaret~~adult cabaret.

4. The ~~manag~~manager shall be responsible for and shall assure that the actions of members of the public, the adult ~~entertainers~~entertainers and all other ~~employee~~employees shall comply with all requirements of this chapter.

5.90.090 Adult cabaret premises specifications.

A. ~~Performance Area~~. The performance area of the ~~adult cabaret~~adult cabaret where ~~adult entertainment~~adult entertainment as defined herein is provided shall be a stage or platform at least 18 inches in elevation above the level of the patron seating areas, and shall be separated by a distance of at least eight feet from all areas of the premises to which members of the public have access. A continuous railing at least three feet in height and located at least eight feet from all points of the performance area shall separate the performance area and the patron seating areas. The stage and the entire interior portion of cubicles, rooms or stalls wherein ~~adult entertainment~~adult entertainment is provided must be visible from the common areas of the premises and at least one ~~manager's~~manager's station. Visibility shall not be blocked or obstructed by doors, curtains, drapes or any other obstruction whatsoever.

B. ~~Lighting~~. Sufficient lighting shall be provided and equally distributed throughout the public areas of the premises so that all objects are plainly visible at all times. A minimum lighting level of 30 lux horizontal, measured at 30 inches from the floor and on 10-foot centers is hereby established for all areas of the ~~adult cabaret~~adult cabaret where members of the public are admitted.

C. ~~Signs~~. A sign at least two feet by two feet, with letters at least one inch high, shall be conspicuously displayed in the public area(s) of the premises stating the following:

THIS ADULT CABARET IS REGULATED BY THE CITY OF KENMORE. ENTERTAINERS ARE:

A. NOT PERMITTED TO ENGAGE IN ANY TYPE OF SEXUAL CONDUCT

B. NOT PERMITTED TO APPEAR SEMI-NUDE OR NUDE, EXCEPT ON STAGE

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C. NOT PERMITTED TO ACCEPT TIPS OR GRATUITIES IN ADVANCE OF THEIR PERFORMANCE

D. NOT PERMITTED TO ACCEPT TIPS DIRECTLY FROM PATRONS WHILE PERFORMING UPON ANY STAGE AREA

5.90.100 Recordkeeping and inspection requirements for adult cabarets.

A. All papers, records, and things required to be kept pursuant to this chapter shall be open to inspection by the city manager during the hours when the licensed premises are open for business, upon two days' written notice. The purpose of such inspections shall be to determine whether the papers, records, and things meet the requirements of this chapter.

B. Each adult entertainment business shall maintain and retain for a period of two years the name, address, and age of each person employed or otherwise retained or allowed to perform on the premises as an adult entertainer, including independent contractors and their employees, as an entertainer. This information shall be open to inspection by the city manager during hours of operation of the business upon 24 hours' notice to the licensee.

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C. Inspections. In order to ensure compliance with this chapter all areas of licensed adult cabarets which are open to members of the public shall be open to inspection by City agents and employees during the hours when the premises are open for business. The purpose of such inspections shall be to determine if the licensed premises are operated in accordance with the requirements of this chapter. It is hereby expressly declared that unannounced inspections are necessary to ensure compliance with this chapter.

5.90.110 Hours of operation for adult cabarets.

It is unlawful for any adult cabaret to be operated or otherwise open to the public between the hours of 2:00 a.m. and 10:00 a.m.

5.90.120 Dramatic works excepted.

A. This chapter shall not be construed to prohibit:

1. Plays, operas, musicals, or other dramatic works that are not obscene;
2. Classes, seminars and lectures which are held for serious scientific or educational purposes and which are not obscene; or
3. Exhibitions, performances, expressions or dances that are not obscene.

B. These exemptions shall not apply to the sexual conduct described in RCW 7.48A.010(2)(b)(ii) and (iii).

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C. Whether or not activity is obscene shall be judged by consideration of the following factors:

1. Whether the average *person*, applying contemporary community standards, would find that the activity taken as a whole appeals to a prurient interest in sex; and
2. Whether the activity depicts or describes in a patently offensive way, as measured against community standards, sexual conduct as described in RCW 7.48A.010(2)(b); and
3. Whether the activity taken as a whole lacks serious literary, artistic, political or scientific value.

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5.90.130 License term, assignment and renewals.

A. The business *license* is valid for one year and shall be renewed annually. The clerk shall have the authority to adjust the expiration date and to prorate the *license fee* of the *license* in order to coincide with State of Washington license expiration dates. *Licenses* issued under this chapter shall not be assignable.

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B. Application for renewal of *licenses* issued hereunder shall be made to the clerk no later than 30 days prior to the expiration of adult cabaret *licenses*, and no later than 14 days prior to the expiration of adult cabaret manager and entertainer *licenses*. The renewal *license* shall be issued in the same manner and on payment of the same fees as for an original application under this chapter. There shall be assessed and collected by the clerk an additional charge, computed as a percentage of the *license fee*, on applications not made on or before said date, as follows:

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Days Past Due	Percent of License Fee
7—30	25%
31—60	50%
61 and over	75%

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C. The clerk shall renew a *license* upon application unless the clerk is aware of facts that would disqualify the applicant from being issued the *license* for which he or she seeks renewal; and further provided, that the application complies with all provisions of this chapter as now enacted or as the same may hereafter be amended.

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5.90.140 License suspension and revocation.

A. The *city manager* clerk may, upon the recommendation of the chief of police or his designee and as provided in subsection (B) of this section, suspend or revoke any *license* issued under the provisions of

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this chapter at any time where the same was procured by fraud or false representation of fact; or for the violation of, or failure to comply with, the provisions of this chapter or any of the provisions of ~~this code~~ the Kenmore Municipal Code or any other similar local or State law by the *licensee* or by any of his servants, agents or employees when the *licensee* knew or should have known of the violations committed by his servants, agents or employees; or for the conviction of the *licensee* of any crime or offense involving prostitution, promoting prostitution, or transactions involving controlled substances (as that term is defined in Chapter 69.50 RCW) committed on the premises, or the conviction of any of his servants, agents or employees of any crime or offense involving prostitution, promoting prostitution, or transactions involving controlled substances (as that term is defined in Chapter 69.50 RCW) committed on the premises in which his cabaret is conducted when the *licensee* knew or should have known of the violations committed by his servants, agents or employees.

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B. A *license* procured by fraud or misrepresentation shall be revoked. Where other violations of this chapter or other applicable ordinances, statutes or regulations are found, the *license* shall be suspended for a period of 30 days upon the first such violation, 90 days upon the second violation within a 24-month period, and revoked for third and subsequent violations within a 24-month period, not including periods of suspension.

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C. The ~~city manager~~ clerk shall provide at least 10 days' prior written notice to the *licensee* of the decision to suspend or revoke the *license*. Such notice shall inform the *licensee* of the right to appeal the decision to the hearing examiner or other designated hearing body and shall state the effective date of such revocation or suspension and the grounds for revocation or suspension. Such appeals shall be processed under KMC 5.05.150 and Chapter 19.30 KMC. The decision of the ~~city manager~~ clerk shall be stayed during the pendency of any appeal except as provided in subsection (D) of this section.

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D. Where the ~~city~~ City of Kenmore building official or fire marshal or their designees or the King County health department find that any condition exists upon the premises of a cabaret or ~~adult cabaret~~ adult cabaret which constitutes a threat of immediate serious injury or damage to *persons* or property, said official may immediately suspend any *license* issued under this chapter pending a hearing in accordance with subsection (C) of this section. The official shall issue notice setting forth the basis for the action and the facts that constitute a threat of immediate serious injury or damage to *persons* or property, and informing the *licensee* of the right to appeal the suspension to the hearing examiner or other designated hearing body under the same appeal provisions set forth in subsection (C) of this section; provided, however, that a suspension based on threat of immediate serious injury or damage shall not be stayed during the pendency of the appeal.

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5.90.150 Liquor regulations.

Any license issued pursuant to this chapter shall be subject to any rules or regulations of the Washington State Liquor and CannabisControl Board relating to the sale of intoxicating liquor. In the event of a conflict between the provisions of this chapter and the applicable rules and regulations of the Washington State Liquor and CannabisControl Board, the rules and regulations of the Washington State Liquor and CannabisControl Board shall control.

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5.90.160 Violation a misdemeanor.

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this chapter shall upon conviction thereof be guilty of a gross misdemeanor and shall be punished by a fine of not more than \$5,000, or by imprisonment of a period of not more than one year, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day, or part of day, during which any violation of this chapter is committed, continued, or permitted.

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5.90.170 Nuisance declared.

A. Public Nuisance. Any adult cabaret~~adult cabaret~~ operated, conducted, or maintained in violation of this chapter or any law of the city~~City of Kenmore~~ or the State of Washington shall be, and the same is, declared to be unlawful and a public nuisance. The city attorney may, in addition to or in lieu of any other remedies set forth in this chapter, commence an action to enjoin, remove or abate such nuisance in the manner provided by law and shall take such other steps and apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such public nuisance, and restrain and enjoin any person from operating, conducting or maintaining an adult cabaret~~adult cabaret~~ contrary to the provisions of this chapter. All costs expended by the City in any such nuisance abatement or other action, including police investigation costs and attorney fees, shall be recoverable as part of any judgment in the City's favor.

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B. Moral Nuisance. Any adult cabaret~~adult cabaret~~ operated, conducted or maintained contrary to the provisions of Chapter 7.48A RCW, Moral Nuisance, shall be, and the same is declared to be, unlawful and a public and moral nuisance and the city attorney may, in addition to or in lieu of any other remedies set forth herein, commence an action or actions to abate, remove and enjoin such public and moral nuisance, or impose a civil penalty, in the manner provided by Chapter 7.48A RCW.

5.90.180 Additional enforcement.

The remedies found in this chapter are not exclusive, and the city~~City~~ may seek any other legal or equitable relief, including but not limited to enjoining any acts or practices which constitute or will constitute a violation of this title~~any business license ordinance~~ or other regulations herein adopted.

ATTACHMENT #2

~~5.90.190 Severability.~~

~~Should any section, paragraph, sentence, clause or phrase of this chapter, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this chapter be preempted by State or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this chapter or its application to other persons or circumstances.~~

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ATTACHMENT #2

Chapter 5.95
ADULT RETAIL BUSINESSES

Sections:

- 5.95.010 Definitions.
- 5.95.020 License required.
- 5.95.030 License prohibited to certain classes.
- 5.95.040 Adult retail business license.
- 5.95.050 Adult retail business license fees. *Repealed*
- 5.95.060 Appeal.
- 5.95.070 License term, assignment and renewals. *Repealed*
- 5.95.080 License suspension and revocation.
- 5.95.090 Standards of conduct for adult retail businesses.
- 5.95.100 Levels of lighting.
- 5.95.110 Hours of operation for adult retail businesses.
- 5.95.120 Violation a misdemeanor.
- 5.95.130 Nuisance declared.
- 5.95.140 Additional enforcement.
- 5.95.150 Severability. *Repealed*

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5.95.010 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings unless the context clearly requires otherwise:

A. "Adult retail business" means an enclosed building, or any portion thereof, which, for money or any other form of consideration, devotes a significant or substantial portion of its stock in trade to the sale, exchange, rental, loan, trade transfer, or viewing of adult-oriented merchandise.

B. "Adult-oriented merchandise" means any goods, products, commodities, or other wares, including, but not limited to, videos, CD-ROMS, DVDs, computer disks or other storage devices, magazines, books, pamphlets, posters, cards, periodicals or nonclothing novelties which depict, describe or simulate specified anatomical areas or specified sexual activities.

C. "Applicant" means the individual or entity seeking an adult retail business license in the cityCity of Kenmore.

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D. "Applicant control persons" means all partners, corporate officers and directors and any other individuals in the applicant's business organization who hold a significant interest in the adult retail business, based on responsibility for management of the adult retail business.

~~E. "Clerk" means such City employees or agents as the city manager shall designate to administer this chapter, or any designee thereof.~~

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~~EF. "Employee" means any and all persons, including managers, entertainers and independent contractors, who work in or at or render any services directly related to the operation of any adult retail business.~~

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~~EG. "Person" means any individual, partnership, corporation, trust, incorporated or unincorporated association, marital community, joint venture, governmental entity, or other entity or group of persons however organized.~~

~~GH. "Specified anatomical areas" means the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva or genitals, or wearing any device or covering exposed to view which simulates the appearance of any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva or genitals, or human male genitals in a discernibly turgid state, even if completely and opaquely covered.~~

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~~HI. "Specified sexual activities" means:~~

~~1. Human genitals in a state of sexual stimulation or arousal; or~~

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~~2. Acts of human masturbation, sexual intercourse or sodomy; or~~

~~a. Fondling or other erotic touching of human genitals, pubic region, buttocks or female breast; or~~

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~~b. Any act which is set forth in RCW 7.48A.010(2)(b), the Washington Moral Nuisances Act.~~

5.95.020 License required.

A. It is unlawful for any person to conduct, manage or operate an adult retail business~~adult retail business~~ unless such person is the holder of a valid and subsisting license from the city~~City~~ to do so, obtained in the manner provided in this chapter.

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B. It is unlawful for any ~~employee~~ or manager to knowingly work in or about, or to knowingly perform any service or entertainment directly related to the operation of, an unlicensed ~~adult retail business~~.

5.95.030 License prohibited to certain classes.

No ~~license~~ shall be issued to:

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A. A natural ~~person~~ who has not attained the age of 21 years, except that ~~licenses~~ may be issued to ~~persons~~ who have attained the age of 18 years with respect to ~~adult retail businesses~~ where no intoxicating liquors are served or provided.

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B. A ~~person~~ whose place of business is conducted by a manager or agent, unless such manager or agent possesses the same qualifications required of the ~~licensee~~.

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C. A copartnership, unless all the members thereof are qualified to obtain a ~~license~~ as provided in this chapter. Such ~~license~~ shall be issued to the manager or agent thereof.

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D. A corporation, unless all the officers and directors thereof are qualified to obtain a ~~license~~ as provided herein. Such ~~license~~ shall be issued to the manager or agent thereof.

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5.95.040 Adult retail business license.

A. Any ~~person~~ desiring an ~~adult retail business~~ ~~license~~ required under the provisions of this chapter shall file written application with the ~~city manager~~, on forms provided by the ~~city manager~~ for that purpose, in the name of the ~~person~~ or entity proposing to conduct an ~~adult retail business~~ on the business premises. A failure to provide all information required on the form will constitute an incomplete application and will not be processed. All applications shall be submitted on a form supplied by the City, which shall require the following information:

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1. For the ~~applicant~~ and for each ~~applicant control person~~, provide: names, any aliases or previous names, driver's license number (if any), Social Security number (if any), and business, mailing, and residential address, and business telephone number.

2. If a partnership, whether general or limited; and if a corporation, date and place of incorporation, evidence that it is in good standing under the laws of Washington, and name and address of any registered agent for service of process.

3. Whether the ~~applicant~~ or any partner, corporate officer, or director of the applicant holds any other ~~licenses~~ under this chapter or any ~~license~~ for similar adult entertainment or sexually oriented business, including adult cabarets, adult panorams or ~~adult retail businesses~~.

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businesses, from the cityCity or another city, county or state, and if so, the names and addresses of each other licensed business.

4. A summary of the business history of the applicantapplicant and applicant control persons in owning or operating the adult entertainment or other sexually oriented businesses, providing names, addresses and dates of operation for such businesses, and whether any business license or adult entertainment license has been revoked or suspended, and the reason therefor.

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5. For the applicantapplicant and all applicant control personsapplicant control persons, any and all criminal convictions or forfeitures within five years immediately preceding the date of the application, other than parking offenses or minor traffic infractions, including the dates of conviction, nature of the crime, name and location of court and disposition.

6. For the applicantapplicant and all applicant control personsapplicant control persons, a description of business, occupation or employment history for the three years immediately preceding the date of the application.

7. Authorization for the City, its agents and employees to seek information to confirm any statements set forth in the application.

8. The location and doing-business-as name of the proposed adult retail businessadult cabaret, including a legal description of the property, street address, and telephone number, together with the name and address of each owner and lessee of the property.

9. Two two-inch by two-inch color photographs of the applicantapplicant and applicant control personsapplicant control persons, taken within six months of the date of application showing only the full face.

10. A complete set of fingerprints for the applicantapplicant or each applicant control personapplicant control person, by cityKenmore police department employees.

11. A scale drawing or diagram showing the configuration of the premises for the proposed adult retail businessadult retail business, including a statement of the total floor space occupied by the business, and marked dimensions of the interior of the premises. Public sales areas, seating areas, manager's office and stations, restrooms and service areas shall be clearly marked on the drawing. An application for a license for an adult retail businessadult retail business shall include building plans which demonstrate conformance with this chapter.

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B. An application shall be deemed complete upon the applicant's provision of all information requested above, including identification of "none" where that is the correct response, and the applicant's verification that the application is complete. The city manager~~clerk~~ may request other information or clarification in addition to that provided in a complete application where necessary to determine compliance with this chapter.

C. A nonrefundable application fee must be paid at the time of filing an application in order to defray the costs of processing the application.

D. All applications shall be signed by the applicant~~applicant~~ and notarized or certified as true under penalty of perjury.

E. If any person or entity acquires, subsequent to the issuance of an adult retail business~~adult retail business~~ license, a significant interest based on responsibility for management or operation of the licensed premises or the licensed business, notice of such acquisition shall be provided in writing to the city manager~~city clerk~~, no later than 21 days following such acquisition. The notice required shall include the information required for the original adult retail business~~adult retail business~~ license application.

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F. The adult retail business~~adult retail business~~ license, if granted, shall state on its face the name of the person or persons to whom it is issued, the expiration date, the doing-business-as name and the address of the licensed adult retail business~~adult retail business~~. The permit shall be posted in a conspicuous place at or near the entrance to the adult retail business~~adult retail business~~ so that it can be easily read at any time the business is open.

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G. No person granted an adult retail business~~adult retail business~~ license pursuant to this chapter shall operate the adult retail business~~adult retail business~~ under a name not specified on the license, nor shall any person operate an adult retail business~~adult retail business~~ under any designation or at any location not specified on the license.

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H. Upon receipt of the complete application and fee, the city manager~~clerk~~ shall provide copies to the appropriate City departments for their investigation and review to determine compliance of the proposed adult retail business~~adult retail business~~ with the laws and regulations which each department administers. Each department shall, within 20 days of the date of such application, inspect the application and premises and shall make a written report to the city manager~~clerk~~ whether such application and premises comply with the laws administered by each department. No license may be issued unless each department reports that the application and premises comply with the relevant laws, unless the 20-day period has lapsed. In the event the premises is not yet constructed, the departments shall base their recommendation as to premises compliance on their review of the drawings submitted in the application.

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Any ~~adult retail business~~~~adult retail business~~ *license* approved prior to premises construction shall contain a condition that the premises may not open for business until the premises have been inspected and determined to be in substantial conformance with the drawings submitted with the application. A ~~department~~ shall recommend denial of a *license* under this subsection if it finds that the proposed ~~adult retail business~~~~adult retail business~~ is not in conformance with the requirements of this chapter or other law in effect in the City. A recommendation for denial shall cite the specific reason therefor, including applicable laws.

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I. An ~~adult retail business~~~~adult retail business~~ *license* shall be issued by the *city manager*~~clerk~~ within 30 days of the date of filing a complete *license* application and fee, unless the *city manager*~~clerk~~ determines that the ~~applicant~~~~applicant~~ has failed to meet any of the requirements of this chapter or provide any information required under this subsection or that the applicant has made a false, misleading or fraudulent statement of material fact on the application for a *license*. The *city manager*~~clerk~~ shall grant an extension of time in which to provide all information required for a complete *license* application upon the request of the ~~applicant~~~~applicant~~. If the *city manager*~~clerk~~ finds that the ~~applicant~~~~applicant~~ has failed to meet any of the requirements for issuance of an ~~adult retail business~~~~adult retail business~~ *license*, the *city manager*~~clerk~~ shall deny the application in writing and shall cite the specific reasons therefor, including applicable law. If the *city manager*~~clerk~~ fails to issue or deny the *license* within 30 days of the date of filing of a complete application and fee, the ~~applicant~~~~applicant~~ shall be permitted, subject to all other applicable law, to operate the business for which the *license* was sought until notification by the *city manager*~~clerk~~ that the *license* has been denied, but in no event may the *city manager*~~clerk~~ extend the application review time for more than an additional 20 days.

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~~5.95.050 Adult retail business license fees.~~

~~Any person desiring to obtain an adult retail license shall first pay a license fee pursuant to the City's adopted fee schedule.~~

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5.95.060 Appeal.

A. ~~Denial of License.~~ Any *person* aggrieved by the action of the *city manager*~~clerk~~ in refusing to issue or renew any *license* issued under this chapter shall have the right to appeal such action to the hearing examiner, by filing a notice of appeal with the *city manager*~~clerk~~ within 21 days of notice of the refusal to issue or renew. The decision of the *city manager*~~clerk~~ shall be stayed pending the final outcome of any such timely appeal. The appeal shall be processed under KMC 5.05.150 and Chapter 19.30 KMC.

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B. ~~Appeal to Superior Court.~~ Any *person* aggrieved by the decision of the hearing examiner may appeal to the superior court for a writ of certiorari, prohibition or mandamus. The decision of the hearing examiner shall be stayed pending the final outcome of any such timely appeal.

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5.95.070 License term, assignment and renewals.

A. The adult retail business *license* is valid for one year and shall be renewed annually. The clerk shall have the authority to adjust the expiration date and to prorate the *license* fee of the *license* in order to coincide with State of Washington *license* expiration dates. *Licenses* issued under this chapter shall not be assignable.

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B. Application for renewal of *licenses* issued hereunder shall be made to the clerk no later than 30 days prior to the expiration of adult retail business *licenses*. The renewal *license* shall be issued in the same manner and on payment of the same fees as for an original application under this chapter. There shall be assessed and collected by the clerk an additional charge, computed as a percentage of the *license* fee, on applications not made on or before said date, as follows:

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Days Past Due	Percent of License Fee
7—30	25%
31—60	50%
61 and over	75%

C. The clerk shall renew a *license* upon application unless the clerk is aware of facts that would disqualify the applicant from being issued the *license* for which he or she seeks renewal, and further, provided, that the application complies with all provisions of this chapter as now enacted or as the same may hereafter be amended.

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5.95.080 License suspension and revocation.

A. The *city manager/clerk* may, upon the recommendation of the *city* chief of police or his designee and as provided in subsection (B) of this section, suspend or revoke any *license* issued under the provisions of this chapter at any time where the same was procured by fraud or false representation of fact; or for the violation of, or failure to comply with, the provisions of this chapter or any of the provisions of *this code/the Kenmore Municipal Code* or any other similar local or State law by the *licensee* or by any of his servants, agents or *employees/employees* when the *licensee* knew or should have known of the violations committed by his servants, agents or *employees/employees*; or for the conviction of the *licensee* of any crime or offense involving prostitution, promoting prostitution, or transactions involving controlled substances (as that term is defined in Chapter 69.50 RCW) committed on the premises, or the conviction of any of his servants, agents or *employees/employees* of any crime or offense involving prostitution, promoting prostitution, or transactions involving controlled substances (as that term is defined in Chapter 69.50 RCW) committed on the premises in which *the licensee's adult retail business* ~~his adult retail~~

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business is conducted when the licensee knew or should have known of the violations committed by his servants, agents or employeeemployees.

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B. A license procured by fraud or misrepresentation shall be revoked. Where other violations of this chapter or other applicable ordinances, statutes or regulations are found, the license shall be suspended for a period of 30 days upon the first such violation, 90 days upon the second violation within a 24-month period, and revoked for third and subsequent violations within a 24-month period, not including periods of suspension.

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C. The city managerclerk shall provide at least 10 days' prior written notice to the licensee of the decision to suspend or revoke the license. Such notice shall inform the licensee of the right to appeal the decision to the hearing examiner or other designated hearing body and shall state the effective date of such revocation or suspension and the grounds for revocation or suspension. Such appeals shall be processed under KMC 5.05.150 and Chapter 19.30 KMC. The decision of the city managerclerk shall be stayed during the pendency of any appeal except as provided in subsection (D) of this section.

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D. Where the cityCity of Kenmore building official or fire marshal or their designees or the King County health department find that any condition exists upon the premises of an adult retail businessadult retail business which constitutes a threat of immediate serious injury or damage to persons or property, said official may immediately suspend any license issued under this chapter pending a hearing in accordance with subsection (C) of this section. The official shall issue notice setting forth the basis for the action and the facts that constitute a threat of immediate serious injury or damage to persons or property, and informing the licensee of the right to appeal the suspension to the hearing examiner or other designated hearing body under the same appeal provisions set forth in subsection (C) of this section; provided, however, that a suspension based on threat of immediate serious injury or damage shall not be stayed during the pendency of the appeal.

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5.95.090 Standards of conduct for adult retail businesses.

At any adult retail businessadult retail business, the following are required:

A. Admission must be restricted to persons of the age of 18 years or more. It is unlawful for any owner, operator, manager, employeeemployee or other person in charge of an adult retail businessadult retail business to knowingly permit or allow any person under the minimum age specified to be in or upon such premises.

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B. No photograph, drawing, sketch or other pictorial or graphic representation thereof displaying any portion of the breasts below the top of the areola or any portion of the pubic hair, buttocks, genitals, and/or anus may be visible outside of the adult retail business.

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C. No member of the public shall be permitted at any time to enter into any of the nonpublic portions of the adult retail business~~adult retail business~~, which shall include but are not limited to: dressing rooms, booths, or other rooms provided for the benefit of employees~~employees~~, and the kitchen and storage areas; except that persons delivering goods and materials, food and beverages, or performing maintenance or repairs to the premises or equipment on the premises may be permitted into nonpublic areas to the extent required to perform their job duties.

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5.95.100 Levels of lighting.

Sufficient lighting shall be provided and equally distributed throughout the public areas of the premises so that all objects are plainly visible at all times. A minimum lighting level of 30 lux horizontal, measured at 30 inches from the floor and on 10-foot centers, is hereby established for all areas of the adult retail business~~adult retail business~~ where members of the public are admitted.

5.95.110 Hours of operation for adult retail businesses.

It is unlawful for any adult retail business~~adult retail business~~ to be operated or otherwise open to the public between the hours of 2:00 a.m. and 10:00 a.m.

5.95.120 Violation a misdemeanor.

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this chapter shall upon conviction thereof be guilty of a gross misdemeanor and shall be punished by a fine of not more than \$5,000, or by imprisonment of a period of not more than one year, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day, or part of day, during which any violation of this chapter is committed, continued, or permitted.

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5.95.130 Nuisance declared.

A. ~~Public Nuisance~~—Any adult retail business~~adult retail business~~ operated, conducted, or maintained in violation of this chapter or any law of the city~~City of Kenmore~~ or the State of Washington shall be, and the same is, declared to be unlawful and a public nuisance. The city attorney may, in addition to or in lieu of any other remedies set forth in this chapter, commence an action to enjoin, remove or abate such nuisance in the manner provided by law and shall take such other steps and apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such public nuisance, and restrain and enjoin any person from operating, conducting or maintaining an adult retail business contrary to the provisions of this chapter. All costs expended by the city~~City~~ in any such nuisance abatement or other action, including police investigation costs and attorney fees, shall be recoverable as part of any judgment in the city's~~City's~~ favor.

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B. ~~Moral Nuisance.~~ Any ~~adult retail business~~~~adult retail business~~ operated, conducted or maintained contrary to the provisions of Chapter 7.48A RCW, Moral Nuisance, shall be, and the same is declared to be, unlawful and a public and moral nuisance and the city attorney may, in addition to or in lieu of any other remedies set forth herein, commence an action or actions to abate, remove and enjoin such public and moral nuisance, or impose a civil penalty, in the manner provided by Chapter 7.48A RCW.

5.95.140 Additional enforcement.

The remedies found in this chapter are not exclusive, and the City may seek any other legal or equitable relief, including but not limited to enjoining any acts or practices which constitute or will constitute a violation of this title~~any business license ordinance~~ or other regulations herein adopted.

5.95.150 Severability.

~~Should any section, paragraph, sentence, clause or phrase of this chapter, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this chapter be preempted by State or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this chapter or its application to other persons or circumstances.~~

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Chapter 5.100
SOCIAL CARD GAMES

Sections:

5.100.010 Social card game prohibited.

Pursuant to RCW [9.46.295](#), "social card games," as that term is defined in RCW [9.46.0282](#) as now in effect or may subsequently be amended, are prohibited within the ~~city~~[City of Kenmore](#). Social card games shall not be permitted, maintained or operated as a commercial stimulant for the operation of any business primarily engaged in the selling of food or drink for consumption on the premises, nor for any other reason or under any other circumstances. Nothing in this chapter shall be construed to otherwise change the scope of any current license issued by the State Gambling Commission.

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Chapter 5.105
KENMORE BUSINESS REGISTRATION PROGRAM

Sections:

- 5.105.010 Chapter and purpose.**
- 5.105.020 Definitions – General.**
- 5.105.030 Business registration required – Posting.**
- 5.105.040 Exceptions – Applicability of provisions.**
- 5.105.050 Nonprofit businesses and organizations.**
- 5.105.060 Program application and renewal.**
- 5.105.070 Registration term or expiration.**
- 5.105.080 Fee.**
- 5.105.090 Late renewal.**
- 5.105.100 Registration denial or revocation.**
- 5.105.110 Violation – Civil infraction, enforcement.**
- 5.105.120 Rules and rulings.**

5.105.010 Chapter and purpose.

Maintenance of current information with respect to business, trade, service, commercial and professional activities carried on within the cityCity allows the cityCity to carry out the duties and authorities delegated to it by the Washington State Constitution and the laws of the State of Washington as a noncharter code city. Such information can best be accumulated and maintained on a current basis through the establishment of a program for the registration of such business activities. The business registration program ("program") is hereby established to protect the public and promote economic development and not intended to benefit any individual or class.

5.105.020 Definitions – General.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section:

A. "Business," "occupation" or "pursuit" means and includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the City with the object of gain, benefit, or advantage to the applicant for business registration or other person, directly or indirectly, whether part-time or full-time, whether resident or nonresident.

B. "City" means the City of Kenmore, Washington.

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C. "Clerk" means such City employees or agents as the ~~city manager~~ shall designate to administer this chapter, or any designee thereof.

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CD. "Engage in," "engages in" or "engaged in" business means commence, conduct or continue in business, and also means the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

DE. "Person," "firm," or "corporation," used interchangeably in this chapter, means any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, corporation, association, canvasser, peddler, solicitor, society, or any group of individuals acting as a unit, whether mutual cooperative, fraternal, nonprofit or otherwise, and includes the United States or any instrumentality thereof.

5.105.030 Business registration required – Posting.

A. Any ~~person~~ that engages in any ~~businessbusiness. occupationoccupation~~, home occupation (see Chapter 18.73 KMC), or pursuit in the ~~cityCity~~ shall register that business with the ~~city'sCity's~~ program. To register under the program a ~~person~~ must submit an application to the State Department of Revenue and pay the applicable registration fee.

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B. A ~~businessbusiness~~ located within the ~~cityCity~~ must be registered with the program.

C. A ~~businessbusiness~~ registration shall be posted in a conspicuous location at the place of the ~~businessbusiness~~.

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5.105.040 Exceptions – Applicability of provisions.

This chapter does not apply to:

A. The performance of governmental or proprietary functions by any instrumentality of the United States, the State of Washington, or any political subdivision thereof, including ~~cityCity of Kenmore~~ sponsored civic events.

B. The delivery of goods by vehicle to a customer or client by a business where the sale occurred on a ~~businessbusiness~~ premises outside of the ~~cityCity~~ and the only event occurring within the ~~cityCity~~ is a delivery.

C. Accredited public or private schools, colleges, or universities, as to their education endeavors only; churches and other religious bodies, as to their religious activities only; political groups and organizations as to their political activities only.

ATTACHMENT #2

D. Minors, a person under the age of 18, engaged in businessbusiness or operating a businessbusiness concern where no other person is employed by the minor.

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E. A businessbusiness with an annual gross income of \$12,000 or less.

F. Farmers selling fruit, vegetables, berries, eggs, or any farm produce or edibles raised, gathered, produced or manufactured by such person; provided, that nothing herein authorizes any person to sell, deliver or peddle any dairy product, meat, poultry, eel, fish, mollusk or shellfish without a license as otherwise required by the State of Washington.

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G. Where preempted by federal or State constitutions or laws.

5.105.050 Nonprofit businesses and organizations.

Organizations exempt from taxation under 26 USC 501(c)(3) and (4) must register under the businessbusiness registration program, but shall be exempt from paying the registration fee. This shall not constitute an exemption from all other applicable taxes and fees. Such organization must be able to show satisfactory proof of such status to the cityCity.

5.105.060 Program application and renewal.

A. A person shall register a businessbusiness with the program by submitting an application to the State Department of Revenue (with its Business Licensing Service), in coordination with the city managerclerk, giving such information as is deemed reasonably necessary to enable the enforcement of this chapter. BusinessesBusinesses that are not required to be registered because they do not exceed the annual gross income threshold may be voluntarily registered with the program, in the same manner set forth in KMC 5.105.030.

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B. Only one registration is necessary if a businessbusiness is located at two or more separate locations within the cityCity, if the same businessbusiness name and type of businessbusiness is operated at the separate locations in the cityCity.

C. If more than one businessbusiness is conducted or operated on premises, a separate businessbusiness registration shall be required for each businessbusiness that meets the requirements for businessbusiness registration. Each businessbusiness owner must separately register a businessbusiness with the program.

D. A businessbusiness registration is nontransferable. A person engaged in businessbusiness within the cityCity shall notify the city managerclerk and State Department of Revenue of a change of businessbusiness location within 30 days of the location change or by the next registration renewal date, whichever date occurs first.

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ATTACHMENT #2

E. A person who has registered a businessbusiness under the city'sCity's program shall renew the registration on an annual basis, in the same manner as the original application for registration including payment of fees.

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F. A person engaged in businessbusiness within the cityCity must comply with all applicable City ordinances and code provisions, and State and federal laws.

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5.105.070 Registration term or expiration.

BusinessBusiness registration shall be valid for a term of 12 months, and shall expire on the date determined by the Department of Revenue, in coordination with the City.

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5.105.080 Fee.

A. The fee to register with the City's program, or renew such registration, shall be as set forth in a fee resolution adopted by the city council.

B. From July 1, 2013, to December 31, 2013, program registration fees may be prorated to coincide with the Washington State Department of Revenue's (its Business Licensing Service) registration term of 12 months. The prorated fee shall be as set forth in a fee resolution adopted by the city council. Thereafter, all registration fees shall be the full amount identified in subsection A of this section.

5.105.090 Late renewal.

Each businessbusiness registration issued must be renewed annually on or before the expiration date, or expiration of any prorated period. Failure to renew a businessbusiness registration by the expiration date may result in an increase in the amount of the renewal fee by 50 percent.

5.105.100 Registration denial or revocation.

A. An application for registration required under this chapter may be denied or revoked by the cityCity based on any of the grounds provided below:

1. If the person who obtains the registration or any of the businessbusiness officers, directors, agents, owners or employees of the businessbusiness fail to comply with the requirements of this chapter.

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2. If a person procures registration by fraud or misrepresentation of fact, or the person who obtains the registration or any of the businessbusiness officers, directors, agents, owners or employees of the businessbusiness obtain registration so as to practice some illegal act or some act injurious to the public health, safety and welfare.

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3. Whenever a person fails or refuses to pay the registration or renewal fee.

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B. The city~~City~~ shall not deny or revoke a business~~business~~ registration without cause.

5.105.110 Violation – Civil infraction, enforcement.

A. A violation of this chapter shall constitute a civil infraction. A person who violates any provision of this chapter shall be subject to a civil fine in an amount not to exceed \$100.00.

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B. The city manager~~clerk~~ and officers authorized to provide police services to the city~~City~~ shall enforce this chapter and are authorized to issue civil infractions for violations of this chapter. The disposition of a civil infraction issued under this chapter shall follow the procedures adopted under the following statutes:

1. A notice of civil infraction issued under this chapter shall comply with the procedures of RCW 46.63.060(1), (2)(a) through (g) and (3), hereby adopted by reference as if set forth in full. A response to the notice of civil infraction and/or request for hearing shall comply with RCW 46.63.070(1) through (4) and (6), hereby adopted by reference as if set forth in full.

2. RCW 46.63.090 and 46.63.100, which regulate hearings on contested infractions and hearings to explain mitigating circumstances, are hereby adopted by reference as if set forth in full.

3. The phrase "traffic infraction" referenced in the above-cited statutes shall mean a "civil infraction" issued under this chapter.

C. A civil infraction issued under this chapter shall be filed with the King County district court, which shall have the exclusive jurisdiction to hear and determine the same. Rules of procedures for the conduct of hearings filed under this chapter may be established by rule of the court.

5.105.120 Rules and rulings.

The city manager may, from time to time, adopt, publish and enforce rules and regulations not inconsistent with this chapter or with State law. The purpose of such rules and regulations is to carry out the provisions of this chapter. The city manager may also issue letter rulings from time to time which are applicable only to specific businesses~~businesses~~. Such administrative rulings shall be binding on the city~~City~~ and the applicable business~~business~~.

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**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0403**

**AN ORDINANCE OF THE CITY OF KENMMORE, WASHINGTON,
RELATING TO HEAVY MANUFACTURING BUSINESSES AND
ACTIVITIES; CONTROLLING NOISE LEVELS OF SUCH BUSINESSES
AND ACTIVITIES; ESTABLISHING HOURS OF OPERATION FOR
SUCH BUSINESSES AND ACTIVITIES; AND ADDING A NEW
CHAPTER TO THE KENMORE MUNICIPAL CODE.**

WHEREAS, businesses engaged in heavy manufacturing, which includes the mechanical, physical or chemical transformation of materials, substances, or components into new products, are likely to generate noise that adversely affects the health, safety and welfare of the residents and citizens of the City; and

WHEREAS, the City has prohibited new heavy manufacturing uses in all business and commercial zones of the City; and

WHEREAS, despite such use prohibition, heavy manufacturing businesses are currently located and operating in some business and commercial zones of the City; and

WHEREAS, existing City ordinances have not adequately protected the residents and citizens of the City from the adverse effects of heavy manufacturing noise, particularly during nighttime hours; and

WHEREAS, requiring the owners and operators of heavy manufacturing businesses and activities to comply with noise level requirements of WAC Chapter 173-60 and to restrict operations to daytime hours will reduce to a great extent the adverse effects of heavy manufacturing operations and activities; and

WHEREAS, the City Council desires to require such owners and operators to comply with such noise level requirements and to restrict the hours of operation of heavy manufacturing operations and activities;

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

Section 1. New Chapter. A new chapter 8.44 is added to the Kenmore Municipal Code as follows:

8.44.010 Purpose.

The City Council finds that inadequately controlled noise generated by heavy manufacturing businesses and activities in the City adversely affects the health,

safety and welfare of the residents and citizens of the City. Existing City ordinances, however, have not adequately protected the residents and citizens of the City from the adverse effects of such noise, particularly during nighttime hours. The Washington State Department of Ecology has adopted maximum noise levels for specific environments and properties to protect against adverse effects of noise. However, those noise levels are enforceable only with sound level meters and sound level programs, which are expensive to establish and difficult to enforce. The purpose of this chapter is to supplement existing City authority to control noise generated by heavy manufacturing businesses and activities in the City.

8.44.020 Application of chapter.

The rules and regulations of this chapter shall govern the operations and activities of *heavy manufacturing*, as that term is defined in KMC 18.20.1676. The standards and requirements of this chapter shall be complied with immediately, unless a compliance schedule or deadline is established as part of the standard or requirement.

8.44.030 Noise levels.

A. Noise levels for *heavy manufacturing* businesses and activities shall comply with WAC Chapter 173-60. No person shall cause or permit noise to intrude onto other property in violation of WAC Chapter 173-60 or this chapter. The owner of the business or operator of the activity shall ensure that the noise levels are monitored by a technician with the qualifications contained in WAC Chapter 173-58, using instruments that meet the requirements of WAC Chapter 173-58, at the boundary line of the lot or lots on which the business is located or the activities are conducted. If the noise exceeds the permissible levels, the owner or operator shall take immediate action to satisfy the noise level requirements, and to prevent noise level violations in the future. At least quarterly, or more frequently if requested by the *city manager* (as defined in KMC 18.20.468), the owner or operator shall provide a report of the noise monitoring.

B. Each owner or operator of *heavy manufacturing* businesses or activities must file with the *city manager* a proposed plan for monitoring the noise levels of such businesses or activities, in such form and with such information and contents as is required by the *city manager*. The owner or operator must modify the monitoring plan as requested and required by the *city manager*. The owner or operator must comply with the monitoring plan.

8.44.040 Hours of operation.

Heavy manufacturing businesses and activities may operate between the hours of 6:00 a.m. and 10:00 p.m. on Monday through Friday, and 8:00 a.m. and 9:00 p.m. on Saturday and Sunday.

8.44.050 Enforcement and violations.

Violations of this chapter and the plan required by KMC 8.44.030 shall be processed pursuant to KMC Chapter 1.20.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF ____, 20__.

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. 15-0403
DATE OF PUBLICATION:
EFFECTIVE DATE:

ATTACHMENT #4

Chapter 173-60 WAC

Last Update: 12/6/00

MAXIMUM ENVIRONMENTAL NOISE LEVELS

[Chapter Listing](#)

WAC Sections

[173-60-010](#) Authority and purpose.
[173-60-020](#) Definitions.
[173-60-030](#) Identification of environments.
[173-60-040](#) Maximum permissible environmental noise levels.
[173-60-050](#) Exemptions.
[173-60-060](#) Nuisance regulations not prohibited.
[173-60-070](#) Reserved.
[173-60-080](#) Variances and implementation schedules.
[173-60-090](#) Enforcement policy.
[173-60-100](#) Appeals.
[173-60-110](#) Cooperation with local government.
[173-60-120](#) Effective date.

173-60-010

Authority and purpose.

These rules are adopted pursuant to chapter [70.107](#) RCW, the Noise Control Act of 1974, in order to establish maximum noise levels permissible in identified environments, and thereby to provide use standards relating to the reception of noise within such environments. Vessels, as defined in RCW [88.12.010](#)(21) and regulated for noise under chapter [88.12](#) RCW (Regulation of recreational vessels), shall be exempt from chapter [173-60](#) WAC.

[Statutory Authority: Chapter [70.107](#) RCW. WSR 94-12-001 (Order 92-41), § 173-60-010, filed 5/18/94, effective 6/18/94; Order 74-32, § 173-60-010, filed 4/22/75, effective 9/1/75.]

173-60-020

Definitions.

(1) "Background sound level" means the level of all sounds in a given environment, independent of the specific source being measured.

(2) "dBA" means the sound pressure level in decibels measured using the "A" weighting network on a sound level meter. The sound pressure level, in decibels, of a sound is 20 times the logarithm to the base 10 of the ratio of the pressure of the sound to a reference pressure of 20 micropascals.

(3) "Department" means the department of ecology.

(4) "Director" means the director of the department of ecology.

(5) "Distribution facilities" means any facility used for distribution of commodities to final consumers, including facilities of utilities that convey water, waste water, natural gas, and electricity.

ATTACHMENT #4

- (6) "EDNA" means the environmental designation for noise abatement, being an area or zone (environment) within which maximum permissible noise levels are established.
 - (7) "Existing" means a process, event, or activity in an established area, producing sound subject to or exempt from this chapter, prior to the effective date of September 1, 1975.
 - (8) "Local government" means county or city government or any combination of the two.
 - (9) "Noise" means the intensity, duration and character of sounds, from any and all sources.
 - (10) "Person" means any individual, corporation, partnership, association, governmental body, state agency or other entity whatsoever.
 - (11) "Property boundary" means the surveyed line at ground surface, which separates the real property owned, rented, or leased by one or more persons, from that owned, rented, or leased by one or more other persons, and its vertical extension.
 - (12) "Racing event" means any motor vehicle competition conducted under a permit issued by a governmental authority having jurisdiction or, if such permit is not required, then under the auspices of a recognized sanctioning body.
 - (13) "Receiving property" means real property within which the maximum permissible noise levels specified herein shall not be exceeded from sources outside such property.
 - (14) "Sound level meter" means a device which measures sound pressure levels and conforms to Type 1 or Type 2 as specified in the American National Standards Institute Specification S1.4-1971.
- [Statutory Authority: Chapter 70.107 RCW. WSR 94-12-001 (Order 92-41), § 173-60-020, filed 5/18/94, effective 6/18/94; WSR 83-15-046 (Order DE 82-42), § 173-60-020, filed 7/19/83; Order DE 77-1, § 173-60-020, filed 6/1/77; Order 74-32, § 173-60-020, filed 4/22/75, effective 9/1/75.]

173-60-030

Identification of environments.

- (1) Except when included within specific prior designations as provided in subsections (2), (3), and (4) of this section, the EDNA of any property shall be based on the following typical uses, taking into consideration the present, future, and historical usage, as well as the usage of adjacent and other lands in the vicinity.
 - (a) Class A EDNA - Lands where human beings reside and sleep. Typically, Class A EDNA will be the following types of property used for human habitation:
 - (i) Residential
 - (ii) Multiple family living accommodations
 - (iii) Recreational and entertainment, (e.g., camps, parks, camping facilities, and resorts)
 - (iv) Community service, (e.g., orphanages, homes for the aged, hospitals, health and correctional facilities)
 - (b) Class B EDNA - Lands involving uses requiring protection against noise interference with speech. Typically, Class B EDNA will be the following types of property:
 - (i) Commercial living accommodations
 - (ii) Commercial dining establishments
 - (iii) Motor vehicle services
 - (iv) Retail services
 - (v) Banks and office buildings
 - (vi) Miscellaneous commercial services, property not used for human habitation
 - (vii) Recreation and entertainment, property not used for human habitation (e.g., theaters, stadiums, fairgrounds, and amusement parks)

ATTACHMENT #4

(viii) Community services, property not used for human habitation (e.g., educational, religious, governmental, cultural and recreational facilities).

(c) Class C EDNA - Lands involving economic activities of such a nature that higher noise levels than experienced in other areas is normally to be anticipated. Persons working in these areas are normally covered by noise control regulations of the department of labor and industries. Uses typical of Class A EDNA are generally not permitted within such areas. Typically, Class C EDNA will be the following types of property:

- (i) Storage, warehouse, and distribution facilities.
- (ii) Industrial property used for the production and fabrication of durable and nondurable man-made goods
- (iii) Agricultural and silvicultural property used for the production of crops, wood products, or livestock.

(d) Where there is neither a zoning ordinance in effect nor an adopted comprehensive plan, the legislative authority of local government may, by ordinance or resolution, designate specifically described EDNAs which conform to the above use criteria and, upon departmental approval, EDNAs so designated shall be as set forth in such local determination.

(e) Where no specific prior designation of EDNAs has been made, the appropriate EDNA for properties involved in any enforcement activity will be determined by the investigating official on the basis of the criteria of (a), (b), and (c) of this subsection.

(2) In areas covered by a local zoning ordinance, the legislative authority of the local government may, by ordinance or resolution designate EDNAs to conform with the zoning ordinance as follows:

- (a) Residential zones - Class A EDNA
- (b) Commercial zones - Class B EDNA
- (c) Industrial zones - Class C EDNA

Upon approval by the department, EDNAs so designated shall be as set forth in such local determination. EDNA designations shall be amended as necessary to conform to zone changes under the zoning ordinance.

(3) In areas not covered by a local zoning ordinance but within the coverage of an adopted comprehensive plan the legislative authority of the local government may, by ordinance or resolution designate EDNAs to conform with the comprehensive plan as follows:

- (a) Residential areas - Class A EDNA
- (b) Commercial areas - Class B EDNA
- (c) Industrial areas - Class C EDNA

Upon approval by the department EDNAs so designated shall be as set forth in such local determination. EDNA designations shall be amended as necessary to conform to changes in the comprehensive plan.

(4) The department recognizes that on certain lands, serenity, tranquillity, or quiet are an essential part of the quality of the environment and serve an important public need. Special designation of such lands with appropriate noise level standards by local government may be adopted subject to approval by the department. The director may make such special designation pursuant to the procedures of the Administrative Procedure Act, chapter 34.04 RCW.

[Order 74-32, § 173-60-030, filed 4/22/75, effective 9/1/75.]

173-60-040

Maximum permissible environmental noise levels.

ATTACHMENT #4

(1) No person shall cause or permit noise to intrude into the property of another person which noise exceeds the maximum permissible noise levels set forth below in this section.

(2)(a) The noise limitations established are as set forth in the following table after any applicable adjustments provided for herein are applied.

	EDNA OF NOISE SOURCE	EDNA OF RECEIVING PROPERTY		
	Class A	Class B	Class C	
CLASS A	55 dBA	57 dBA	60 dBA	
CLASS B	57	60	65	
CLASS C	60	65	70	

(b) Between the hours of 10:00 p.m. and 7:00 a.m. the noise limitations of the foregoing table shall be reduced by 10 dBA for receiving property within Class A EDNAs.

(c) At any hour of the day or night the applicable noise limitations in (a) and (b) above may be exceeded for any receiving property by no more than:

- (i) 5 dBA for a total of 15 minutes in any one-hour period; or
- (ii) 10 dBA for a total of 5 minutes in any one-hour period; or
- (iii) 15 dBA for a total of 1.5 minutes in any one-hour period.

[Order 74-32, § 173-60-040, filed 4/22/75, effective 9/1/75.]

173-60-050

Exemptions.

(1) The following shall be exempt from the provisions of WAC 173-60-040 between the hours of 7:00 a.m. and 10:00 p.m.:

- (a) Sounds originating from residential property relating to temporary projects for the maintenance or repair of homes, grounds and appurtenances.
- (b) Sounds created by the discharge of firearms on authorized shooting ranges.
- (c) Sounds created by blasting.
- (d) Sounds created by aircraft engine testing and maintenance not related to flight operations: Provided, That aircraft testing and maintenance shall be conducted at remote sites whenever possible.

(e) Sounds created by the installation or repair of essential utility services.

(2) The following shall be exempt from the provisions of WAC 173-60-040 (2)(b):

- (a) Noise from electrical substations and existing stationary equipment used in the conveyance of water, waste water, and natural gas by a utility.
- (b) Noise from existing industrial installations which exceed the standards contained in these regulations and which, over the previous three years, have consistently operated in excess of 15 hours per day as a consequence of process necessity and/or demonstrated routine normal operation. Changes in working hours, which would affect exemptions under this regulation, require approval of the department.

(3) The following shall be exempt from the provisions of WAC 173-60-040, except insofar as such provisions relate to the reception of noise within Class A EDNAs between the hours of 10:00 p.m. and 7:00 a.m.

- (a) Sounds originating from temporary construction sites as a result of construction activity.
- (b) Sounds originating from forest harvesting and silvicultural activity.
- (4) The following shall be exempt from all provisions of WAC 173-60-040:
- (a) Sounds created by motor vehicles when regulated by chapter 173-62 WAC.

ATTACHMENT #4

- (b) Sounds originating from aircraft in flight and sounds that originate at airports which are directly related to flight operations.
 - (c) Sounds created by surface carriers engaged in interstate commerce by railroad.
 - (d) Sounds created by warning devices not operating continuously for more than five minutes, or bells, chimes, and carillons.
 - (e) Sounds created by safety and protective devices where noise suppression would defeat the intent of the device or is not economically feasible.
 - (f) Sounds created by emergency equipment and work necessary in the interests of law enforcement or for health safety or welfare of the community.
 - (g) Sounds originating from motor vehicle racing events at existing authorized facilities.
 - (h) Sounds originating from officially sanctioned parades and other public events.
 - (i) Sounds emitted from petroleum refinery boilers during startup of said boilers: Provided, That the startup operation is performed during daytime hours whenever possible.
 - (j) Sounds created by the discharge of firearms in the course of hunting.
 - (k) Sounds caused by natural phenomena and unamplified human voices.
 - (l) Sounds created by motor vehicles, licensed or unlicensed, when operated off public highways EXCEPT when such sounds are received in Class A EDNAs.
 - (m) Sounds originating from existing natural gas transmission and distribution facilities. However, in circumstances where such sounds impact EDNA Class A environments and complaints are received, the director or his designee may take action to abate by application of EDNA Class C source limits to the facility under the requirements of WAC 173-60-050(5).
- (6) Nothing in these exemptions is intended to preclude the department from requiring installation of the best available noise abatement technology consistent with economic feasibility. The establishment of any such requirement shall be subject to the provisions of the Administrative Procedure Act, chapter 34.04 RCW.
- [Statutory Authority: Chapter 70.107 RCW. WSR 94-12-001 (Order 92-41), § 173-60-050, filed 5/18/94, effective 6/18/94; WSR 83-15-046 (Order DE 82-42), § 173-60-050, filed 7/19/83; Order DE 77-1, § 173-60-050, filed 6/2/77; Order 75-18, § 173-60-050, filed 8/1/75; Order 74-32, § 173-60-050, filed 4/22/75, effective 9/1/75.]

173-60-060

Nuisance regulations not prohibited.

Nothing in this chapter or the exemptions provided herein, shall be construed as preventing local government from regulating noise from any source as a nuisance. Local resolutions, ordinances, rules or regulations regulating noise on such a basis shall not be deemed inconsistent with this chapter by the department.

[Order 74-32, § 173-60-060, filed 4/22/75, effective 9/1/75.]

173-60-070

Reserved.

Reserved.

[Statutory Authority: Chapter 70.107 RCW. WSR 00-24-134 (Order 00-24), § 173-60-070, filed 12/6/00, effective 1/6/01; WSR 94-12-001 (Order 92-41), § 173-60-070, filed 5/18/94, effective 6/18/94; Order DE 77-1, § 173-60-070, filed 6/1/77; Order 74-32, § 173-60-070, filed 4/22/75, effective 9/1/75.]

ATTACHMENT #4

173-60-080**Variances and implementation schedules.**

(1) Variances may be granted to any person from any particular requirement of this chapter, if findings are made that immediate compliance with such requirement cannot be achieved because of special circumstances rendering immediate compliance unreasonable in light of economic or physical factors, encroachment [encroachment] upon an existing noise source, or because of nonavailability of feasible technology or control methods. Any such variance or renewal thereof shall be granted only for the minimum time period found to be necessary under the facts and circumstances.

(2) An implementation schedule for achieving compliance with this chapter shall be incorporated into any variance issued.

(3) Variances shall be issued only upon application in writing and after providing such information as may be requested. No variance shall be issued for a period of more than 30 days except upon due notice to the public with opportunity to comment. Public hearings may be held, when substantial public interest is shown, at the discretion of the issuing agency.

(4) Sources of noise, subject to this chapter, upon which construction begins after the effective date hereof shall immediately comply with the requirements of this chapter, except in extraordinary circumstances where overriding considerations of public interest dictate the issuance of a variance.

[Order 74-32, § 173-60-080, filed 4/22/75, effective 9/1/75.]

173-60-090**Enforcement policy.**

Noise measurement for the purposes of enforcing the provisions of WAC 173-060-040 shall be measured in dBA with a sound level meter with the point of measurement being at any point within the receiving property. Such enforcement shall be undertaken only upon receipt of a complaint made by a person who resides, owns property, or is employed in the area affected by the noise complained of, EXCEPT for parks, recreational areas, and wildlife sanctuaries. For enforcement purposes pursuant to RCW 70.107.050, each day, defined as the 24-hour period beginning at 12:01 a.m., in which violation of the noise control regulations (chapter 173-60 WAC) occurs, shall constitute a separate violation.

[Order DE 76-5, § 173-60-090, filed 2/5/76; Order 74-32, § 173-60-090, filed 4/22/75, effective 9/1/75.]

173-60-100**Appeals.**

Any person aggrieved by any decision of the department in relation to the enforcement of the maximum permissible noise levels provided for herein, the granting or denial of a variance or the approval or disapproval of a local resolution or ordinance for noise abatement and control may appeal to the pollution control hearings board pursuant to chapter 43.21B RCW under the procedures of chapter 371-08 WAC.

ATTACHMENT #4

[Order 74-32, § 173-60-100, filed 4/22/75, effective 9/1/75.]

173-60-110

Cooperation with local government.

(1) The department conceives the function of noise abatement and control to be primarily the role of local government and intends actively to encourage local government to adopt measures for noise abatement and control. Wherever such measures are made effective and are being actively enforced, the department does not intend to engage directly in enforcement activities.

(2) No ordinance or resolution of any local government which imposes noise control requirements differing from those adopted by the department shall be effective unless and until approved by the director. If approval is denied, the department, following submission of such local ordinance or resolution to the department, shall deliver its statement or order of denial, designating in detail the specific provision(s) found to be objectionable and the precise grounds upon which the denial is based, and shall submit to the local government, the department's suggested modification.

(3) The department shall encourage all local governments enforcing noise ordinances pursuant to this chapter to consider noise criteria and land use planning and zoning.

[Statutory Authority: Chapter 70.107 RCW. WSR 87-06-056 (Order 86-40), § 173-60-110, filed 3/4/87; Order 74-32, § 173-60-110, filed 4/22/75, effective 9/1/75.]

173-60-120

Effective date.

This chapter shall become effective on September 1, 1975. It is the intention of the department to periodically review the provisions hereof as new information becomes available for the purpose of making amendments as appropriate.

[Order 74-32, § 173-60-120, filed 4/22/75, effective 9/1/75.]

ATTACHMENT #5

Chapter 173-58 WAC

Last Update: 5/18/94

SOUND LEVEL MEASUREMENT PROCEDURES

Chapter Listing

WAC Sections

173-58-010 Introduction.

173-58-020 Definitions.

173-58-030 Instrumentation.

173-58-040 Ambient conditions.

173-58-050 Measurement equipment preparation and use.

173-58-060 Equipment variation allowances.

173-58-070 Environmental noise measurement procedure.

173-58-080 Close proximity exhaust system sound level measurement procedure.

173-58-090 Reserved.

173-58-010

Introduction.

(1) Authority. Statutory authority for the guidance and direction contained in these procedures is authorized by chapter 70.107 RCW, the Noise Control Act of 1974.

(2) Purpose. The purpose of these rules is to establish standardized procedures for the measurement of sound levels of sources regulated by the department of ecology, including, but not limited to, environmental noise, motor racing vehicles, construction, float planes, railroads, and aircraft engine testing. Vessels, as defined in RCW 88.12.010 (21) and regulated for noise under chapter 88.12 RCW (Regulation of recreational vessels), shall be exempt from chapter 173-58 WAC.

(3) Personnel. For the purposes of enforcement, the measurements shall be conducted only by persons qualified by training in the use of sound measuring equipment and proper site selection.

(4) These regulations will be amended as needed to include any new instrumentation, equipment, or procedures which the department shall deem necessary to accurately measure sound levels for enforcement purposes.

[Statutory Authority: Chapter 70.107 RCW. WSR 94-12-001 (Order 92-41), § 173-58-010, filed 5/18/94, effective 6/18/94; WSR 79-04-033 (Order DE 78-19), § 173-58-010, filed 3/22/79.]

173-58-020

Definitions.

As used in this chapter, unless the context clearly indicates otherwise:

(1) "Background sound level" means the level of all sounds in a given environment, independent of the specific source being measured.

(2) "dBA" means the sound pressure level in decibels measured using the "A" weighting network on a sound level meter.

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- (3) "Department" means the department of ecology.
- (4) "Director" means the director of the department of ecology.
- (5) "EDNA" means the environmental designation for noise abatement, being an area or zone (environment) within which maximum permissible noise levels are established.
- (6) "Impulse sound" means either a single pressure peak or a single burst of multiple pressure peaks which occur for a duration of less than one second as measured on a peak unweighted sound level meter.
- (7) "Local government" means county or city government or any combination of the two.
- (8) "Noise" means the intensity, duration and character of sounds, from any and all sources.
- (9) "Operator" means any person who is in actual physical or electronic control of a motor vehicle, aircraft, off highway vehicle, or any other engine driven vehicle.
- (10) "Person" means any individual, corporation, partnership, association, governmental body, state agency, or other entity whatsoever.
- (11) "Property boundary" means the surveyed line at ground surface, which separates the real property owned, rented, or leased by one or more persons, from that owned, rented, or leased by one or more other persons, and its vertical extension.
- (12) "Racing event" means any motor vehicle competition conducted under a permit issued by a governmental authority having jurisdiction or, if such permit is not required, then under the auspices of a recognized sanctioning body.
- (13) "Receiving property" means real property within which the maximum permissible noise levels specified in WAC 173-60-040 shall not be exceeded from sources outside such property.
- (14) "Shoreline" means the existing intersection of water with the ground surface or with any permanent, shore-connected facility.
- (15) "Sound level meter" means a device or combination of devices which measures sound pressure levels and conforms to Type 1, Type 2, or Type 3 standards as specified in the American National Standards Institute Specification S1.4-1971. An impulse sound level meter shall be a peak or impulse, unweighted sound level meter which is capable of measuring impulse sound in conformance with the Type 1 or Type 2 specifications of ANSI S1.4-1971. [Statutory Authority: Chapter 70.107 RCW. WSR 94-12-001 (Order 92-41), § 173-58-020, filed 5/18/94, effective 6/18/94; WSR 79-04-033 (Order DE 78-19), § 173-58-020, filed 3/22/79.]

173-58-030

Instrumentation.

The following instrumentation and equipment shall be used for the measurement procedures established in this chapter:

(1) Sound level meter. The sound level meter shall meet the Type 1, Type 2, or Type 3 requirements of ANSI S1.4-1971. The meter weighting and response mode will be set as required in the specific procedure used. The sound level meter shall be returned to the manufacturer or a qualified laboratory at least once a year, to be calibrated to standards traceable to the National Bureau of Standards.

Type 1, Type 2, or Type 3 sound level meters shall be used for any initial inspection procedures, but only Type 1 or Type 2 sound level meters shall be used for the measurement of sound levels for enforcement purposes.

(2) Sound level calibrator. An acoustically coupled calibrator shall be used periodically to assure the accuracy of the sound level meter and microphone. The calibrator shall be returned to the manufacturer or a qualified laboratory at least once a year to be calibrated to standards traceable to the National Bureau of Standards.

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(3) Tachometer. The tachometer shall be either one of two types: Electric or vibrating reed. The electric tachometer shall be an inductive pickup type for easy attachment to any spark plug cable, contain its own internal power supply, and shall meet SAE J197 specifications for off road electric tachometers. The vibrating reed tachometer shall be designed for use on any internal combustion engine. Calibration accuracy for both types of tachometers shall be at least ± 3 percent of full scale reading. All tachometers shall be calibrated at least once a year in accordance with the manufacturer's calibration procedures.

(4) Windscreen. A windscreen of open cell foam, cloth, or other acoustically invisible material as shall be provided by the manufacturer, shall be placed over the microphone to protect it from moisture, exhaust gases and wind effects.

(5) Anemometer. An anemometer shall be used periodically during measurements to test the wind speed.

[Statutory Authority: Chapter 70.107 RCW. WSR 79-04-033 (Order DE 78-19), § 173-58-030, filed 3/22/79.]

173-58-040

Ambient conditions.

The following ambient conditions shall be observed during measurements and shall determine whether testing is to occur or not:

(1) Wind. Sound level measurements shall not be made when the wind speed is in excess of:

- (a) 20 mph (32 km/hr) for the close proximity test, WAC 173-58-080;
- (b) 12 mph (19 km/hr) for all other tests.

(2) Precipitation. Sound level measurements shall not be made when precipitation is falling in such a way as to affect the equipment or the measurement readings.

(3) Background sound level. Sound level measurements shall not be made when the difference between the background sound level and the level of the measured sound source is less than 10 dBA, unless, the measurement personnel are technically qualified to logarithmically subtract the background level from the measured source's sound level.

[Statutory Authority: Chapter 70.107 RCW. WSR 79-04-033 (Order DE 78-19), § 173-58-040, filed 3/22/79.]

173-58-050

Measurement equipment preparation and use.

(1) Battery check. A battery check shall be conducted on all instruments before field calibration and measurement.

(2) Calibration. Sound level meters shall be field calibrated (using procedures described in the manufacturer's instruction manual) at the beginning and end of each measurement period, and at intervals not exceeding two hours when the instrument is used for more than a two-hour period.

(3) Microphone orientation. The microphone shall be oriented with respect to the sound source as described in the manufacturer's instruction manual.

[Statutory Authority: Chapter 70.107 RCW. WSR 79-04-033 (Order DE 78-19), § 173-58-050, filed 3/22/79.]

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173-58-060

Equipment variation allowances.

Due to unavoidable variations in measurement sites and test instruments, the following allowances shall be made for the respective sound level meters:

± 1 dBA for Type 1 sound level meters

± 2 dBA for Type 2 sound level meters

This tolerance value shall be applied, after all necessary calculations have been made, to the final reported sound level for the measured sound source.

[Statutory Authority: Chapter 70.107 RCW. WSR 79-04-033 (Order DE 78-19), § 173-58-060, filed 3/22/79.]

173-58-070

Environmental noise measurement procedure.

(Reserved.)

[Statutory Authority: Chapter 70.107 RCW. WSR 79-04-033 (Order DE 78-19), § 173-58-070, filed 3/22/79.]

173-58-080

Close proximity exhaust system sound level measurement procedure.

This section establishes specific procedures for the measurement of sound levels from exhaust systems at a distance of 20 inches (0.5 meter) from the exhaust outlet. The procedures of subsections (3), (4) and (5) of this section shall not be used for exhaust systems which utilize the introduction of water to the exhaust gas flow for the purpose of muffling the exhaust noise levels, or systems which exhaust the gas flow directly into water.

(1) For the purposes of this section "vehicle" means any motor driven contrivance used as a means of transportation or recreation off of public highways.

(2) Initial inspection. An initial inspection of the vehicle exhaust system shall be conducted to determine if the following defects or modifications exist:

- (a) The absence of a muffler;
- (b) The presence of a muffler cut-out, bypass, or similar device which is not standard or normal equipment for the exhaust system being inspected;
- (c) Defects in the exhaust system including, but not limited to, pinched outlets, and holes or rusted through areas of the muffler or pipes;
- (d) The presence of equipment which will produce excessive or unusual noise from the exhaust system.

If the above defects are observed and are a violation of the muffler integrity standards established for the type of vehicle which is being inspected, then a citation shall be issued in accordance with the enforcement section of the applicable regulation.

An evaluation of the vehicle sound level shall also be made by the enforcement officer, using the human ear as a sensing device.

If the exhaust noise is discernibly louder than the engine noise, or if any of the defects or modifications described above exist but are not violations of applicable regulations, the

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enforcement officer shall request the vehicle operator to submit the vehicle to any measurement procedures described in this chapter which are applicable to the type of vehicle being inspected. If the operator refuses to submit the vehicle to these measurement procedures, he shall be in violation of this chapter.

(3) Test site and instrumentation set up. The test site and instrumentation shall be set up as follows:

(a) The test site shall be a flat, open area free of large, sound-reflecting surfaces (other than the surface on which the vehicle is resting), such as signboards, buildings, large docks, hillsides, or other vehicles, located within a 16-foot (5-meter) radius of the vehicle being tested and the location of the microphone. The vehicle shall not be on a hoist, rack, or over a pit. Testing shall not occur within a shop or building. Nobody shall stand in the measurement area, except the observer and the vehicle operator.

(b) The microphone shall be at the same height as the center of the exhaust outlet if possible, but no closer to any surface than 8 inches (0.2 meter). The microphone shall be positioned with its longitudinal axis parallel to the ground, 20 ± 1 inches (0.5 meter) from the edge of the exhaust outlet, and 45 ± 10 degrees from the axis of the outlet. For exhaust outlets located inboard from the vehicle body, the microphone shall be located at the above specified angle and at least 8 inches (0.2 meter) from the nearest part of the vehicle.

For vehicles provided with exhaust outlets spaced more than 12 inches (0.3 meter) apart, measurements shall be made for each outlet as if it were the only one, and the highest level shall be recorded. If the exhaust outlets are less than twelve inches (0.3 meter) apart, a single measurement shall be made for any one of the outlets.

For vehicles with a vertical exhaust, the microphone shall be placed at a height of 48 ± 2 inches (1.2 meter). Its axis shall be vertical and oriented upwards. It shall be placed at a distance of 20 ± 1 inches (0.5 meter) from the side of the vehicle nearest the exhaust outlet.

For vehicles with the exhaust system outlet near the engine, the engine hood (if one exists) should be closed as much as possible to reduce engine noise.

If a measuring device is attached to the exhaust outlet and the microphone to maintain proper distance, insure that no vibrations from the vehicle shall be transmitted to the instrument.

(4) Vehicle operation. The vehicle shall be operated as follows:

(a) Controlled ignition vehicles. The engine shall be operated at a normal operating temperature with transmission in park or neutral. Sound level measurements shall be made at three-fourths (75 percent) of the RPM for rated horsepower ± 100 RPM of meter reading.

(b) Vehicles with motorcycle engines. The engine shall be operated at normal operating temperatures with the transmission in neutral. If no neutral is provided, the vehicle shall be operated either with the rear wheel or wheels 2-4 inches (5-10 centimeters) clear of the ground, or with the drive chain or belt removed. The sound level measurement shall be made with the engine speed stabilized at one of the following values:

(i) If the engine data is available, test the vehicle at one-half (50 percent) of the RPM for maximum rated horsepower ± 100 RPM.

(ii) If the engine data is not available, and if the vehicle has a tachometer showing the manufacturer's recommended maximum engine speed ("red line"), test the vehicle at 60 percent of the "red line" RPM ± 100 RPM.

(iii) If the engine data and red line RPM are not available, test the vehicle at:

(A) 3500 ± 100 RPM for engines with total cylinder displacement between 0-950 cc (0-58 in.3).

(B) $2800 \text{ RPM} \pm 100 \text{ RPM}$ for engines with total cylinder displacement greater than 950 cc (58 in.3).

(c) Diesel engine vehicles. The engine shall be operated at normal operating temperatures with transmission in park or neutral. Sound level measurements shall be made at the vehicle's

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maximum governed no-load speed. If the engine is not provided with a governor, the vehicle shall be operated in the same manner as a vehicle with a controlled ignition.

(5) Measurement. The exhaust system sound level shall be measured as follows:

(a) The sound level meter shall be set for slow response and on the "A" weighting scale.

(b) The sound level meter shall be observed during the full cycle of engine acceleration-deceleration. The recorded sound level shall be the highest value obtained at the appropriate, constant engine speed as specified in subsection (4) of this section, and shall exclude peaks due to unrelated ambient noise, engine noise, or extraneous impulsive-type noise.

(c) At least two measurements shall be made, and the reported sound level shall be the average of the two highest readings which are within one dBA of each other.

[Statutory Authority: Chapter 70.107 RCW. WSR 79-04-033 (Order DE 78-19), § 173-58-080, filed 3/22/79.]

173-58-090

Reserved.

[Statutory Authority: Chapter 70.107 RCW. WSR 94-12-001 (Order 92-41), § 173-58-090, filed 5/18/94, effective 6/18/94; WSR 79-04-033 (Order DE 78-19), § 173-58-090, filed 3/22/79.]

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0404**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
RELATING TO PUBLIC NUISANCE AND DISTURBANCE NOISE AND
PUBLIC NUISANCE ODORS CAUSED BY HEAVY MANUFACTURING
BUSINESSES AND ACTIVITIES; PROHIBITING SUCH NOISE AND
ODORS; AND AMENDING SECTIONS 8.05.020, 8.35.010 AND 8.35.020
OF THE KENMORE MUNICIPAL CODE.**

WHEREAS, businesses engaged in heavy manufacturing, which includes the mechanical, physical or chemical transformation of materials, substances, or components into new products, are likely to generate levels of truck traffic, noise, vibration and other undesirable conditions that interfere with the comfortable enjoyment of life and property, particularly in residential areas adjacent to or in the vicinity of such businesses, and particularly during nighttime hours; and

WHEREAS, the City has prohibited new heavy manufacturing uses in all business and commercial zones of the City; and

WHEREAS, despite such use prohibition, heavy manufacturing businesses are currently located and operating in some business and commercial zones of the City; and

WHEREAS, heavy manufacturing businesses, particularly those engaged in concrete manufacture and asphalt batch manufacture, are operating during nighttime hours and disrupting the comfort and repose of the City; and

WHEREAS, although RCW Chapter 70.107 and WAC Chapter 173-60, relating to noise control, establish maximum noise levels for different types of noise sources, they do not prohibit a local government, such as the City, from regulating noise from any source as a public nuisance or disturbance; and

WHEREAS, businesses engaged in heavy manufacturing are likely to emit into the atmosphere objectionable, unwholesome, foul, nauseous or offensive odors, gases or fumes; and

WHEREAS, although such odors, gases or fumes may not exceed the allowances set forth by the United States Environmental Protection Agency, the Washington State Department of Ecology and/or the Puget Sound Air Pollution Control Agency, they are a public nuisance to the citizens and residents of the City; and

WHEREAS, RCW Chapter 7.48 authorizes the City to declare and prohibit public nuisances, which are acts that annoy, injure or endanger the comfort, repose, health or safety of others; and

WHEREAS, the City Council desires to protect the peace and repose of the City and to foster the comfortable enjoyment of life and property in the City, by (1) prohibiting as a public

nuisance and disturbance the operation of heavy manufacturing businesses, and the conduct of heavy manufacturing activities, during the nighttime hours, and (2) prohibiting as a public nuisance the release into the atmosphere by heavy manufacturing businesses all objectionable, unwholesome, foul, nauseous or offensive odors, gases or fumes;

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

Section 1. Amendment. Kenmore Municipal Code Section 8.05.020, titled Public Nuisance and Disturbance Noises,” is amended as follows:

8.05.020 Public nuisance and disturbance noises.

It is unlawful for any person to cause, or for any person in possession of property to allow to originate from said property, sound that is a public nuisance. The following sources of sound are defined to be public nuisances, except to the extent that they may be specifically exempted by other provisions of this chapter:

- A. Frequent, repetitive or continuous noise made by any animal which unreasonably disturbs or interferes with the peace, comfort and repose of property owners or possessors, except that such sounds shall be exempt when originating from lawfully operated animal shelters, kennels, pet shops and veterinary clinics;
- B. Frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;
- C. Frequent, repetitive or continuous noise in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property; provided, however, this subsection shall not apply to airplanes and boats;
- D. Yelling, shouting, whistling or singing on or near the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;
- E. Any loud and raucous noise which unreasonably interferes with the use of any residential property, school, church, hospital or convalescent facility;
- F. Any sound made by the construction, excavation, repair, demolition, destruction or alteration of any building or property, or upon any building site, anytime on Sundays and holidays and outside the hours of 7:00 a.m. through 7:00

p.m., Monday through Friday, and 9:00 a.m. through 5:00 p.m. on Saturday, excepting:

1. Highway construction; and
2. Sounds originating from residential property relating to temporary projects for the maintenance or repair of homes, grounds and appurtenances as follows:

November 1st – April 30th

Monday – Friday, 7:00 a.m. to 8:00 p.m.
Saturday and Sunday, 9:00 a.m. to 8:00 p.m.

May 1st – October 31st

Monday – Friday, 7:00 a.m. to 9:00 p.m.
Saturday and Sunday, 9:00 a.m. to 9:00 p.m.

Nothing herein shall be construed to limit or prohibit different or more restrictive hours for any work authorized under a development permit issued by the City;

G. Frequent, repetitive or continuous sounds which emanate from any building, structure, apartment or condominium which unreasonably interferes with the peace, comfort and repose of owners or possessors of real property;

H. Sound from motor vehicle public address or audio systems, such as, but not limited to, tape players, radios and compact disc players, operated at a volume so as to be audible greater than 75 feet from the source;

I. Sound from audio equipment, such as, but not limited to, tape players, radios and compact disc players, operated at a volume so as to be audible greater than 75 feet from the source; ~~and~~

J. Sound originating from property on which heavy manufacturing (as defined in KMC 18.20.1676) businesses are located or heavy manufacturing activities are conducted, including but not limited to concrete manufacture and asphalt batch manufacture, between the hours of 10:00 p.m and 6:00 a.m. on Monday through Friday, and 9:00 p.m. and 8:00 a.m. on Saturday and Sunday; and

~~JK.~~ The foregoing provisions shall not apply to regularly scheduled events at schools or stadiums, such as public address systems for baseball games or special events approved and permitted in accordance with Chapter 8.40 KMC.

Section 2. Amendment. Kenmore Municipal Code Section 8.35.010, titled “Unlawful Public Nuisances Declared,” is amended as follows:

8.35.010 Unlawful public nuisances declared.

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

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

1. The accumulation of weeds contained in the then-current King County Noxious Weeds List or contained within then-current Chapter 16-750 WAC, Noxious Weed List Classes A, B, C.

2. Neglected or improperly maintained landscaping visible from a public street, sidewalk or right-of-way, including but not limited to dead, debris-laden, weed-infested or overgrown vegetation, such as trees, shrubs, hedges, grass and ground covers, or vegetation dying as a result of physical damage, disease, insect infestation or lack of water. For purposes of this subsection, a lawn area shall be deemed overgrown if 50 percent or more of its area exceeds 12 inches in height.

3. Any vegetation that is growing rampant and unmaintained so as to provide unsightly, unsanitary and/or unsafe conditions, is destructive to other vegetation or that block public rights-of-way or threatens to invade neighboring properties.

B. Outdoor storage and/or debris which serves as potential vermin habitat or represents a health or fire hazard:

1. Except when placed there for removal for a period of less than 14 days, the exterior accumulation of broken, abandoned or discarded furniture or other household equipment or fixtures, packing boxes, lumber, junk, trash, rubbish or other materials or debris, which are visible from a public street, sidewalk or right-of-way. Prohibited actions include the dumping, spillage or storage of solids or liquids, which may negatively impact the visual or olfactory nature of the area.

2. Storage or maintenance in a residential zone, visible from a public street, sidewalk or right-of-way, of any metal storage bin or container with a horizontal surface area of 120 square feet or greater (10 by 12).

3. Where visible from a public street, sidewalk or right-of-way, the exterior storage or maintenance of parts or machinery of any type or description unless specifically authorized by a City license or permit; building materials or merchandise unless specifically authorized by use permit; or construction

equipment except while excavation, construction, or demolition operations covered by an active building permit or other City permit are in progress on the subject or adjoining property; provided, that City of Kenmore Ordinance No. 98-0041 as may be amended shall apply to situations involving abandoned, wrecked, dismantled or inoperative vehicles, or parts thereof, on private or public property, and the abatement thereof.

4. The exterior storage of any number of used tires in a manner that allows any accumulation of water or creates a fire or health hazard.

C. Unsafe Structures or Buildings.

1. Buildings, fences or other structures containing “graffiti” (as defined) and which are visible from a public street, sidewalk or right-of-way, or which are cracked, broken, leaning, fallen, decayed, deteriorated or defaced.

2. Any condition constituting a “substandard building” as defined in this chapter.

D. Vehicles, boats, trailers or other mobile equipment storage which presents potential public health, safety or fire hazards:

1. The parking or storage of any vehicle, boat, trailer, camper, motor home, or other mobile equipment, whether or not motorized, or portions or parts and components thereof, on property used or zoned for residential purposes, if:

- a. Located on any front lawn or front yard; or
- b. Located in any side or rear yard so as to prevent a three-foot-wide continuous fire access way from the front of the property.

E. Right-of-Way Encroachment. Obstruction or encroachment upon any public property, including but not limited to any public street, sidewalk, highway, right-of-way, park or building, without prior City consent. Such obstructions or encroachments include but are not limited to overgrown trees and shrubs, building materials, merchandise or other personal property and buildings or portions of buildings or structures, fences or retaining walls protruding onto public property.

F. Nonconforming Automobile Related Businesses. Use of property in a residential district for the purpose of performing auto repair, maintenance or detailing for profit except where such use constitutes a legal nonconforming use pursuant to the zoning ordinance of the City.

G. Heavy Manufacturing Businesses. Offensive odors, gases or fumes created by heavy manufacturing (as defined) businesses or heavy manufacturing activities, including but not limited to concrete manufacture and asphalt batch manufacture, where such odors, gases or fumes are perceptible by a person of

ordinary sensitivity, without instruments, at any point of any boundary line of the lot or lots on which such business is located or such activities are conducted.

H. Other Nuisances.

1. Land, the topography, geology or configuration of which, whether in natural state or as a result of grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious to the public health, safety, and welfare or to adjacent properties.

2. Maintenance of any substance which because of its quantity, concentration or physical, chemical or infectious characteristics may either cause, or substantially contribute to, an increase in mortality or serious illness or pose a significant present or potential hazard to human health or the environment if improperly managed.

3. The existence of any property condition which is unlawful or declared to be a public nuisance pursuant to any other provision of the Kenmore Municipal Code or the Revised Code of Washington (RCW) or the Washington Administrative Code. This subsection shall be construed to place an affirmative duty on property owners and occupants to maintain their property in conformity with all applicable codes. Each day that any condition which constitutes a public nuisance continues shall be deemed to be a separate violation of this chapter.

Section 3. Amendment. Kenmore Municipal Code Section 8.35.020, titled "Definitions" is amended as follows:

"Graffiti" means any unauthorized inscription, word, figure or design that is written, marked, etched, scratched or drawn or painted on any real or personal property regardless of its content or nature of the material used in the commission of the act.

"Heavy manufacturing" shall have the same meaning as the definition of "manufacturing, heavy" in KMC 18.20.1676.

~~"Junk" shall mean~~ means any castoff, damaged, discarded, obsolete, salvaged, scrapped, unusable, worn out or wrecked object, thing or material, including tires.

~~"Property" shall mean~~ means any real property or lot or parcel of land, including any alley, sidewalk or parkway abutting such lot or parcel of land.

~~"Substandard building" shall mean~~ means any building or portion thereof that is determined to be an unsafe building in accordance with ~~Section 102 of the~~ Kenmore Building Code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2015.

CITY OF KENMORE

Mayor David Baker

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:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 15-0404



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

Subject/Topic: Road Standard Policy Discussion #2 Policy 6: Residential Road Widths & On-street Parking Policy 7: Application of the Half-Street Standard Policy 8: Application of "Downtown" Frontage Improvement Standards Proposed Council Action/Motion: No formal action; provide guidance only	For Council Meeting Agenda of: July 27, 2015 Department: Public Works Prepared by: Zack Richardson, PE To Be Presented By: Zack Richardson, PE Initial & Date Approved by Department Head: <u>KMO 7/14/15</u> Approved by City Attorney: <u>N/A</u> Approved by Finance Director: <u>[Signature]</u> Approved by City Manager: <u>[Signature]</u> Exhibits/Attachments: NA	
Expenditure Required NA	Amount Budgeted NA	Appropriation Required NA
<u>INFORMATION/BACKGROUND:</u> Staff is in the process of creating the first <i>City of Kenmore Road Standards</i> (herein referred to as the Standards) which will control the way in which roads and frontage are constructed by development in the City. Until now the City has adopted and utilized the <i>1993 King County Roads Standards (1993 KCRS)</i>. The Standards seek to balance vehicle, pedestrian, and bicycle safety needs while promoting quality development within the City. This presentation is to provide information to Council and seek Council input on key policy revisions within the proposed Standards which will impact the way in which private development is conducted within the City. Council feedback and guidance provided at this meeting, along with the Council direction provided at the previous meeting for Policies 1 thru 5, will be incorporated into the draft Standards that will be provided to Council for review and approval later this year. The policies presented for discussion this evening include: - Policy 6: Residential Road Widths & On-street Parking - Policy 7: Application of Half-Street Standard - Policy 8: Application of "Downtown" Frontage Improvement Standards For each policy discussion, the format is arranged in the same manner as the previous meeting: 1) Description of Proposed Standard 2) Description of Existing Standard 3) Potential Impacts 4) Staff Recommendation 5) Council Feedback Request		

Policy #6 – Residential Road Widths & On-street Parking:

Description of Proposed Standard: Staff proposes to have two different public residential roadways with the following roadway widths (curb face to curb face):

- 24' for roadways providing access to 50 lots or less, and
- 34' for roadways provided access to more than 50 lots.

(Note: There will still be a smaller, private road standard available to projects providing access to 4 lots or less.) See Figure 6.1 below for the full roadway table to be provided in the road standards; the dimensions provided reflect staff recommended widths. (Note: This standard does not apply to existing arterial roadways, which each have unique street sections designed to meet City goals compatible with right-of-way widths.) Staff believes that these roadway widths allow for vehicles to parallel park along the roadway using a design width of 7' per parked vehicle. For the 24' roadway width, a single 10' wide travel lane is still maintained when vehicles are parked on both sides of the roadway, but will require approaching vehicles to "share" this travel lane; the result will be similar to most residential roads around Seattle. For the 34' roadway, a 10' wide travel lane is maintained in each direction when vehicles are parked on both side of the roadway. Staff proposes requiring fog line striping 7' from either curb face on the 34' wide roadway so that the restricted 10' lane widths are maintain even when vehicles are not parked along the roadway.

Road Type	Collector	Local Access	Private Access
General Description	Providing access to a large number of lots and/or multiple developments; adjacent property owners may not be the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.
Public or Private	Public	Public	Private
Number of Lots/ Dwelling Units	Over 50	50 Maximum	4 Maximum
Design Speed¹	35 mph	25 mph	15 mph
Maximum Grade	15%	15%	15%
Minimum Pavement Width (Curb to Curb)	34 feet	24 feet	16 feet
Total Improvement Width (Back of walk to back of walk)	55 feet	43 feet	16 feet
Total Right-of-Way Width	58 feet	44 feet	22 feet (may be reduced to 18' when not adjacent to property line)
Sidewalk Requirement	Both Sides	Each side with proposed lots/structures (one side minimum)	None
Minimum Sidewalk Width	6 feet	5 feet	5 feet
Amenity Zone Requirement	Both Sides	Any side with a sidewalk	None
Minimum Amenity Zone Width	4 feet	4 feet	N/A
Curb Type	Vertical	Vertical	As needed for drainage
Striping	Fog lines (only)	None	None
Parking Restrictions³	None	None	Both Sides
Typical Lane Width³	10 feet	10 feet	N/A

Figure 6.1

The roadway widths provided in Figure 6.1 allow for several different configurations of the final functionality, as demonstrated in Figure 6.2 below.

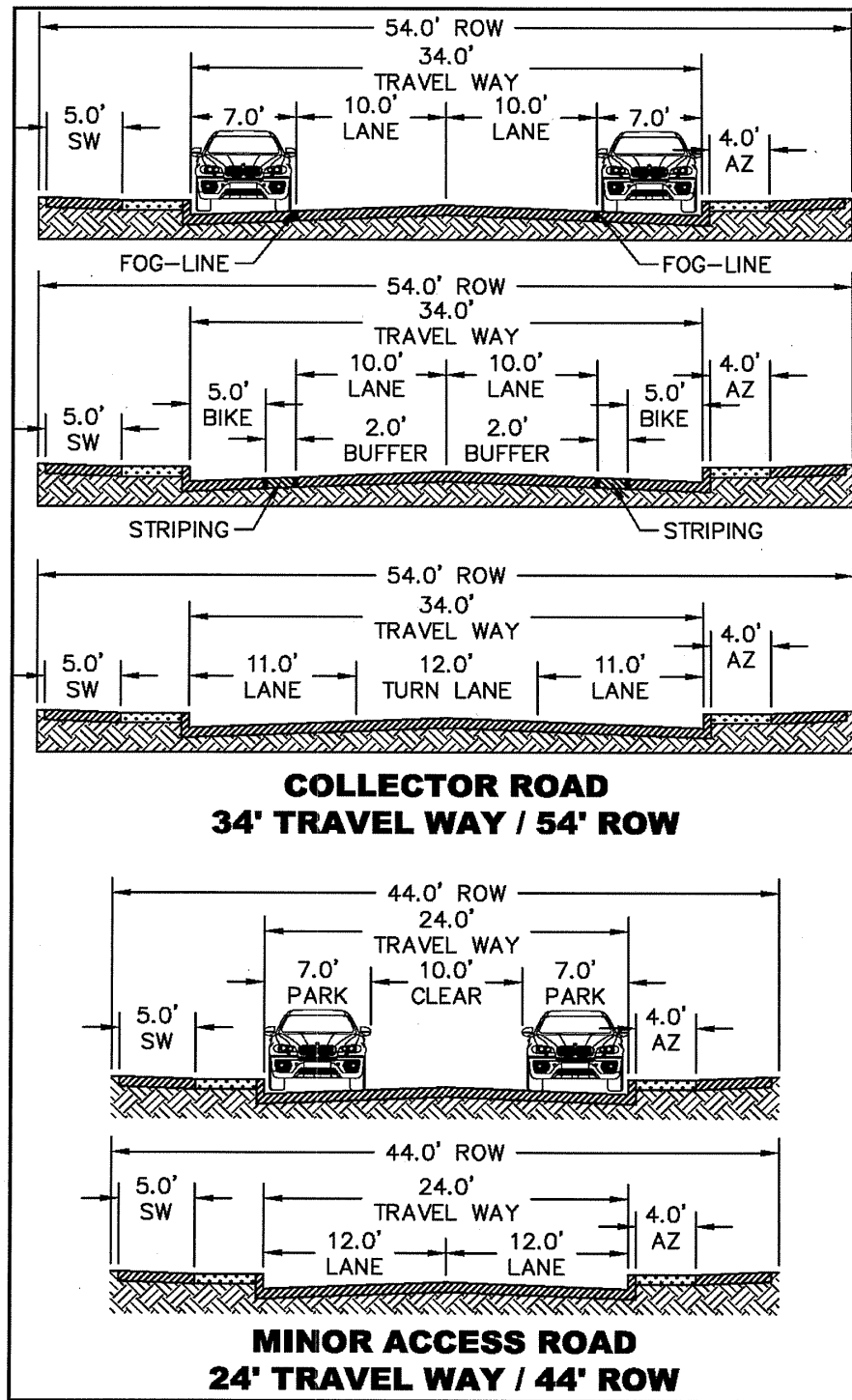


Figure 6.2

Description of Existing Standard: Four residential roadway types exist in 1993 KCRS, with roadway widths as follows:

- 22' for roadways providing access to 16 lots or less, and
- 24' for roadways providing access to 50 lots or less, and
- 28' for roadways providing access to 100 lots or less, and
- 32' for roadways providing access to more than 100 lots.

KMC 18.40.030 requires each single family residence to provide space for 2 parking stalls on private property; staff does not propose to change this requirement. KMC 12.50.130 requires garages to be setback 20' from the right-of-way; staff does not propose to change this requirement.

Potential Impacts: The proposed revision to road width requirements will have several potential impacts:

- Increased impervious surfaces resulting in associated surface water impacts.
 - 2' increase for roads serving between 0 and 16 lots
 - 0' increase for roads serving between 16 and 50 lots
 - 6' increase for roads serving between 50 and 100 lots
 - 2' increase for roads serving over 100 lots
- Allows for on-street parking on residential roadways.
- Allows for flexibility with future bicycle accommodations.
- Additional asphalt maintenance needs; maintenance of roadway surface is the responsibility of the City.
- Increase in the land required for developments; increases the right-of-way widths required for new roads which typically results in fewer lots in same space.
- Additional construction cost for wider roadway (in most cases) and additional storm water mitigation.

Staff Recommendation: Staff recommends the widths shown above in Figure 6.1 and believes that these widths allow for the most flexibility in the use of residential roadways. Complaints about on-street parking are not uncommon and staff believes that in providing room for on-street parking, we are responding to the needs of our residents while still maintaining a safe and useable travel lane of 10'. (*Note: As a point of reference, 10' is the current lane width on SR-522.*) For the 24' wide roadways, vehicles will have to share the singular travel lane but staff believes this is a common practice for residential roadways. Additionally, this shared lane acts as a traffic calming device and forces vehicles to slow down when approaching the pinch points created by parked vehicles. The number of potential conflicts point increases as the number of anticipated vehicles increases, and therefore the project which require access for a greater number of lots a larger roadway is proposed to allow vehicles to freely pass each other in opposite directions. However staff believes that the fog line striping (reducing travel lane to 10') and the perceived encumbrance of the parked vehicles will provide enough traffic calming to avoid significant speeding concerns.

The proposed roadway widths allow for staff to adapt each roadway as conditions change or citizen complaints are received. As shown in Figure 6.2 above, several different configurations could be provided within the proposed roadway widths. On-street parking can always be removed in the future with the addition of 'no parking' signs on one or more side of the roadway. Larger travel lanes could be provided in cases where larger vehicles are routinely observed, site distance concerns are raised, or vehicle turning movements are creating conflict points. Bike lanes can be provided in lieu of the on-street parking if desired to meet citizen requests or as priority routes for bicycles shift with continued development. The 34' roadway also allows for a center turn-lane to be provided where it is warranted.

The expected negative impacts are those typical of creating additional impervious surfaces including cost, maintenance, and storm water concerns. However, staff believes that these impacts can be reasonably mitigated for and that providing slightly wider roadways to account for on-street parking is in the best interest of Kenmore residents. Should Council believe, as several staff members do, that the City does not have a responsibility to provide on-street parking in addition to the parking and setback requirements of KMC, the roadway widths could be significantly reduced. In that case, staff would propose to reduce

roadway widths to the minimum needed for safe vehicle travel in order to provide the best traffic calming possible and to reduce surface water impacts as much as possible.

Council Feedback Request: Staff seeks Council direction to proceed with one of the following options:

1. Proceed as recommended; establish residential roadway widths which account for on-street parking.
2. Proceed with no change from current practice; re-use the roadway widths provided in 1993 KCRS
3. Proceed with residential roadway widths reduced the minimum possible for safe vehicular travel, excluding on-street parking.

Policy 7: Application of Half-Street Standard

Description of Proposed Standard: Staff proposes to maintain the “half-street” allowance for roadways constructed adjacent to a property line (i.e. bordering a developable adjacent parcel) and maintain the 5’ setback requirement. This policy discussion unique in that staff is not proposing a change to the current standard, but staff has varied opinions on the continued use of the standard and chose to seek Councils input accordingly. The half-street allowance allows developers to construct a minimum roadway width when the adjacent parcel has future development potential so that the adjacent parcel most equitably splits the cost of the roadway construction. It also allows the roadway to be sloped in one direction (rather than crowned) in order to simplify drainage design in the interim condition. When developing to the half-width standard, the edge of pavement must maintain the 5’ setback to the adjacent property line per KMC 12.50.080. See Figure 7.1 below for a visual representation.

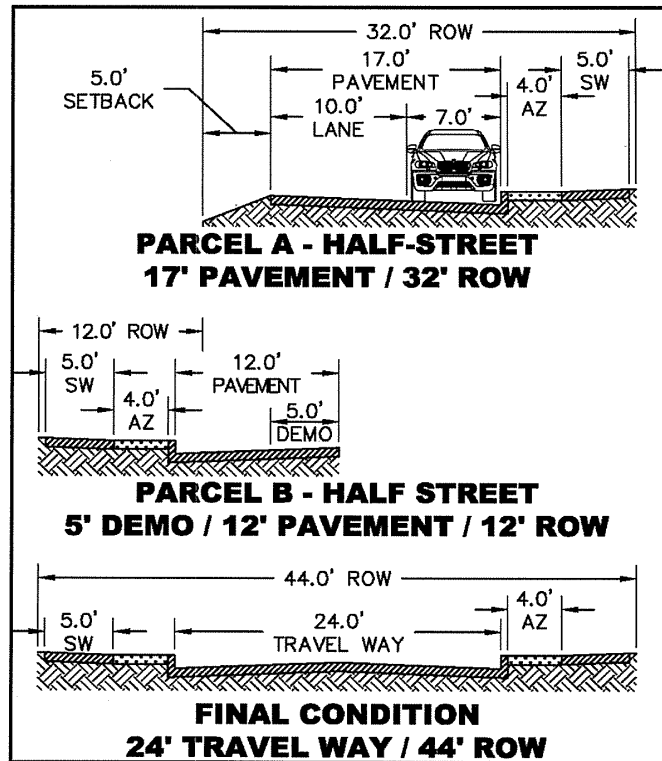


Figure 7.1

Description of Existing Standard: The half-width allowance is provided in 1993 KCRS; staff is proposing to maintain the same concept. See Figure 7.2 & 7.3 below showing an existing case in which the allowance was utilized and constructed in 2010 but the full roadway has not yet been completed.

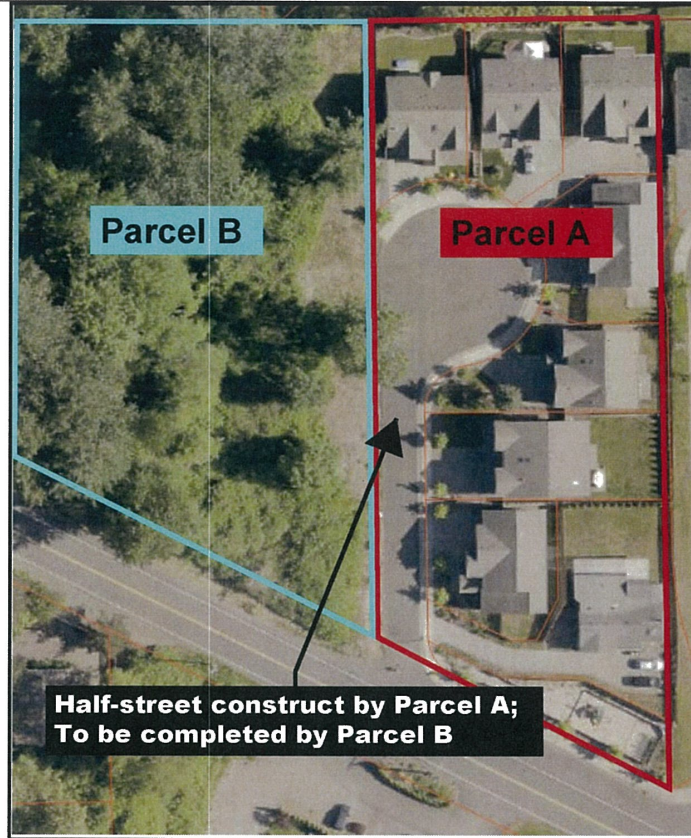


Figure 7.2



Figure 7.3

Potential Impacts: The proposal to continue to allow the half-street standards results in several potential impacts:

- Most equitable sharing of road construction cost between adjacent properties.
- Promotes fewer cul-de-sacs by encouraging the combination of multiple developments onto one roadway.
- Results in roadways which may never get fully improved.
- Provides excess storm water mitigation; the surface water design for first development must account for a couple feet of roadway width which will later get mitigated by the second development as well when the crown is revised.
- All newly developed lots and/or homes include frontage improvements.

Staff Recommendation: Staff recommends maintaining the half-street allowance and 5' setback. This concept provides an equitable sharing of roadway cost and the amount of land needed for roadways, and promotes the sharing of cul-de-sac roadways between multiple developments. However, that this allowance creates interim or temporary roadway conditions which may end up remaining for an indeterminate amount of time. In most cases, the impacts of the initial development are sufficient to justify the entire width of the roadway construction and therefore the allowance is not required. Additionally the 5' setback requirement could be waived or eliminated for the half-street conditions to create a more equitable sharing of land between adjacent developments, however this could result in roadways being constructed very near to existing improvements or structures in the temporary condition.

Council Feedback Request: Staff seek Council direction to proceed with one of the following options:

1. Proceed as proposed; half-street allowance to remain.
2. Proceed with requiring a full-width roadway to be installed at the time of the first development.

Policy 8: Application of “Downtown” Frontage Improvement Standards:

Description of Proposed Standard: Staff proposes to formalize the ‘downtown’ frontage improvements in the road standards which will include minimum 8' sidewalks, 2'x2' scoring patterns, specific street light type, specific pedestrian light type, and street trees at the back of curb. Staff proposes to apply the standard to all areas identify in KMC 18.52 Figure 18.52.0707.A.1 copied below as Figure 8.1. *(Note: Standards 1 thru 3 as shown on the figure impact how downtown design standards are applied but do not impact the frontage requirements; frontage requirements would apply to all design standard areas shown.)* Additional improvements such as banner brackets and electrical receptacles will be applied to select location only along 68th Ave NE, 73rd Ave NE, and NE 181st St and, for the sake of this discussion, are not considered part of the “downtown frontage improvements”.

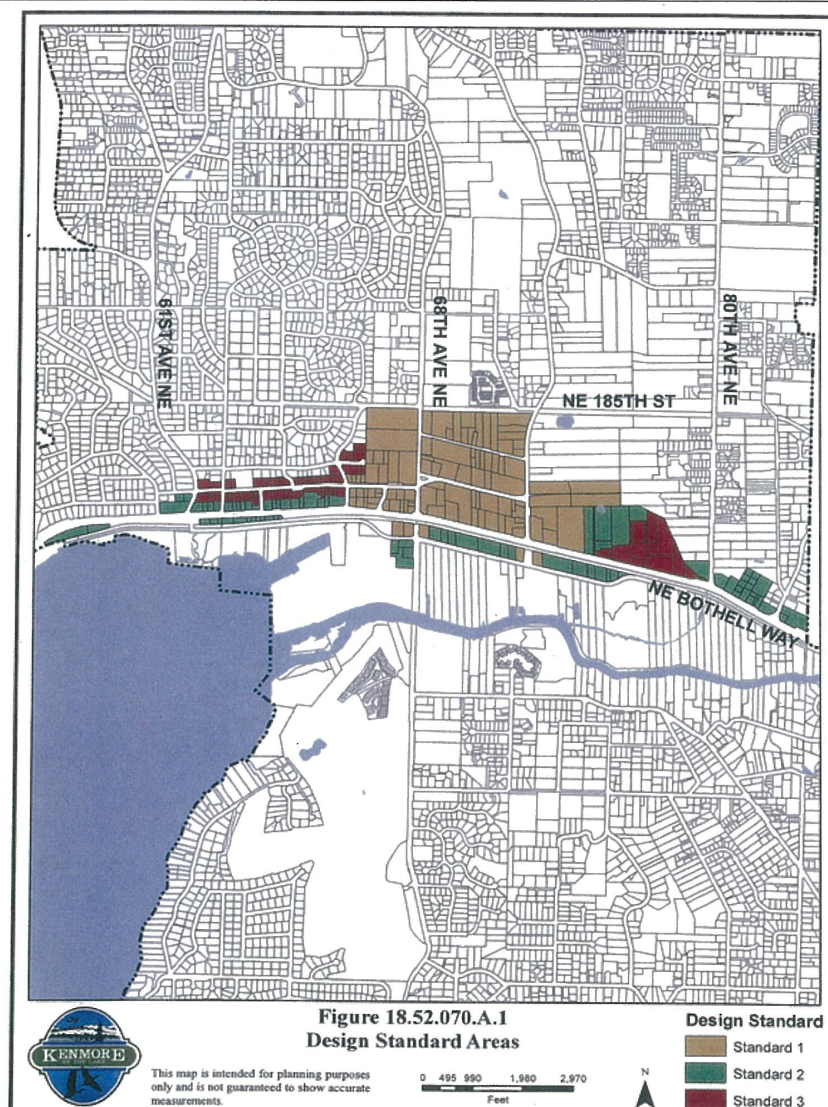


Figure 8.1

Description of Existing Standard: Guidance for additional features to be included in downtown frontage improvement is given in KMC 18.52 but no specific standards or details are provided.

Potential Impacts: The formalized downtown frontage improvement requirement will have several anticipated impacts:

- Increased construction cost in areas identified for the downtown frontage improvement standard.
- Uniform look thought out development of downtown areas.

Staff Recommendation: Staff recommends that the downtown frontage improvements be applied to all areas identify in KMC 18.52 Figure 18.52.070.A.1. However, Council may want to extend these types of improvements to addition areas as well. NE 175th St west of 68th Ave NE, the south side of NE 175th St east of 68th Ave NE, and 68th Ave between NE 175th St and the Sammamish Bridge, are areas which are not identified in the Figure 18.52.070.A.1 and which could potentially benefit from the additional requirements.

Council Feedback Request: Staff seeks Council direction to proceed with one of the following options:

1. Proceed as proposed; apply the downtown frontage improvement requirement per Figure 18.52.070.A.1.
2. Proceed with applying the downtown frontage improvement requirement per Figure 18.52.070.A.1, plus all frontages along NE 175th St and along 68th Ave NE north of the Sammamish Bridge.

Next Steps

1. Submittal of entire draft Road Standards ~ 9/2015
2. Department of Commerce review ~ 9/2015 – 11/2015
3. Submittal of revised KMC 12.50 and final Road Standards for adoption ~12/2015

FISCAL CONSIDERATION:

All work is being completed by City staff within the existing City budget and requires no further fiscal consideration.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Staff believes that the proposed revisions to the Standards, will address several Council goals, including:

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.
2. To continue to implement the Economic Development Plan with an emphasis on the following key points:
 3. - Promote the image of Kenmore
 4. - Create a vibrant, walkable downtown
10. To accelerate implementation of the Sidewalk Plan and pursue various funding options.
11. To identify, develop, and actively promote a walkable area in downtown.

City of Kenmore Road Standard Policy Discussion #2



City Council Meeting
July 27, 2015

Presented By: Zack Richardson, PE



City of Kenmore Road Standards

- **4 policy direction last week**
- **3 new policy discussions this week & re-visit 1 previously presented policy**
 - o Policy 6: Residential Road Widths & On-street Parking
 - o Re-visit Policy 4: Amenity Zones
 - o Policy 7: Application of the Half-Street Standard
 - o Policy 8: Application of “Downtown” Frontage Improvement Standards



City of Kenmore Road Standards

Plan For Standards Update

Completed:

- *Preliminary* draft of road standard
- Internal review by all departments

Next Steps:

- Review select policies with Council for guidance
- Prepare complete draft version of Standards
- Present draft Standards to council & all departments
- Complete Department of Commerce & SEPA Review
- Prepare final Standards
- Present final Standards for Council approval



City of Kenmore Road Standards

Policy Discussion Format

1. Proposed Standard
2. Existing Standard
3. Potential Impacts
4. Staff Recommendation
5. Council Guidance Request



Policy 6: Residential Roadway Widths and On-street Parking

Proposed Standard:

Two different public residential roadways with the following roadway widths (curb face to curb face):

- 24' paved w/ 44' ROW for roadways providing access to 50 lots or less, and
- 34' paved w/ 58' ROW for roadways provided access to more than 50 lots.



Policy 6: Residential Roadway Widths and On-street Parking

Existing Standard:

- Four different roadway widths as follows:
 - 22' paved w/ 40' ROW for 16 lots or less, and
 - 24' paved w/ 40' ROW for 50 lots or less, and
 - 28' paved w/ 48' ROW for 100 lots or less, and
 - 32' paved w/ 56' ROW for more than 100 lots.
- KMC 18.40.030 requires 2 parking stalls on private property for single family homes (no change)
- KMC 12.50.130 requires garages/stalls to be setback 20' from the right-of-way (no change)



Policy 6: Residential Roadway Widths and On-street Parking

Max # of Lots	Pavement Width		Total ROW Width				
	Current Standard	As Proposed	Current Standard	As Proposed	Without Amentiy Zone	Reduced Pavement Width to 20' w/ Amentiy Zone	Reduced Pavement Width to 28' w/ Amentiy Zone
16	22	24	40	44	36	40 ¹	--
50	24	24	40	44	36	40 ¹	--
100	28	34	48	54	46	40 ²	48 ¹
100+	32	34	56	54	46	40 ²	48 ¹

¹ Recommend parking restriction on one side of road minimum

² Recommend parking restriction on both sides of road

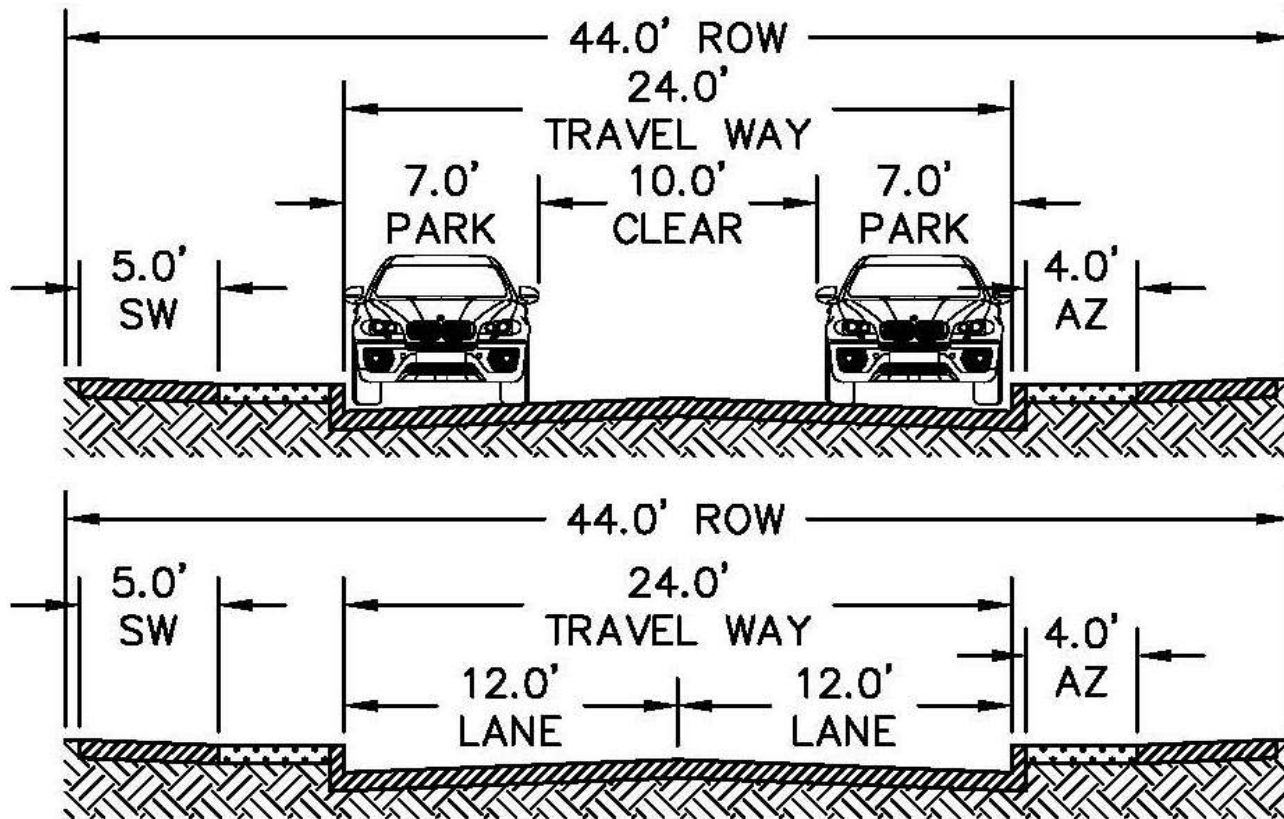


Policy 6: Residential Roadway Widths and On-street Parking

Road Type	Collector	Local Access	Private Access
General Description	Providing access to a large number of lots and/or multiple developments; adjacent property owners may not be the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.
Public or Private	Public	Public	Private
Number of Lots/ Dwelling Units	Over 50	50 Maximum	4 Maximum
Design Speed¹	35 mph	25 mph	15 mph
Maximum Grade	15%	15%	15%
Minimum Pavement Width (Curb to Curb)	34 feet	24 feet	16 feet
Total Improvement Width (Back of walk to back of walk)	55 feet	43 feet	16 feet
Total Right-of-Way Width	58 feet	44 feet	22 feet (may be reduced to 18' when not adjacent to property line)
Sidewalk Requirement	Both Sides	Each side with proposed lots/structures (one side minimum)	None
Minimum Sidewalk Width	5 X feet	5 feet	5 feet
Amenity Zone Requirement	Both Sides	Any side with a sidewalk	None
Minimum Amenity Zone Width	4 feet	4 feet	N/A
Curb Type	Vertical	Vertical	As needed for drainage
Striping	Fog lines (only)	None	None
Parking Restrictions³	None	None	Both Sides
Typical Lane Width³	10 feet	10 feet	N/A



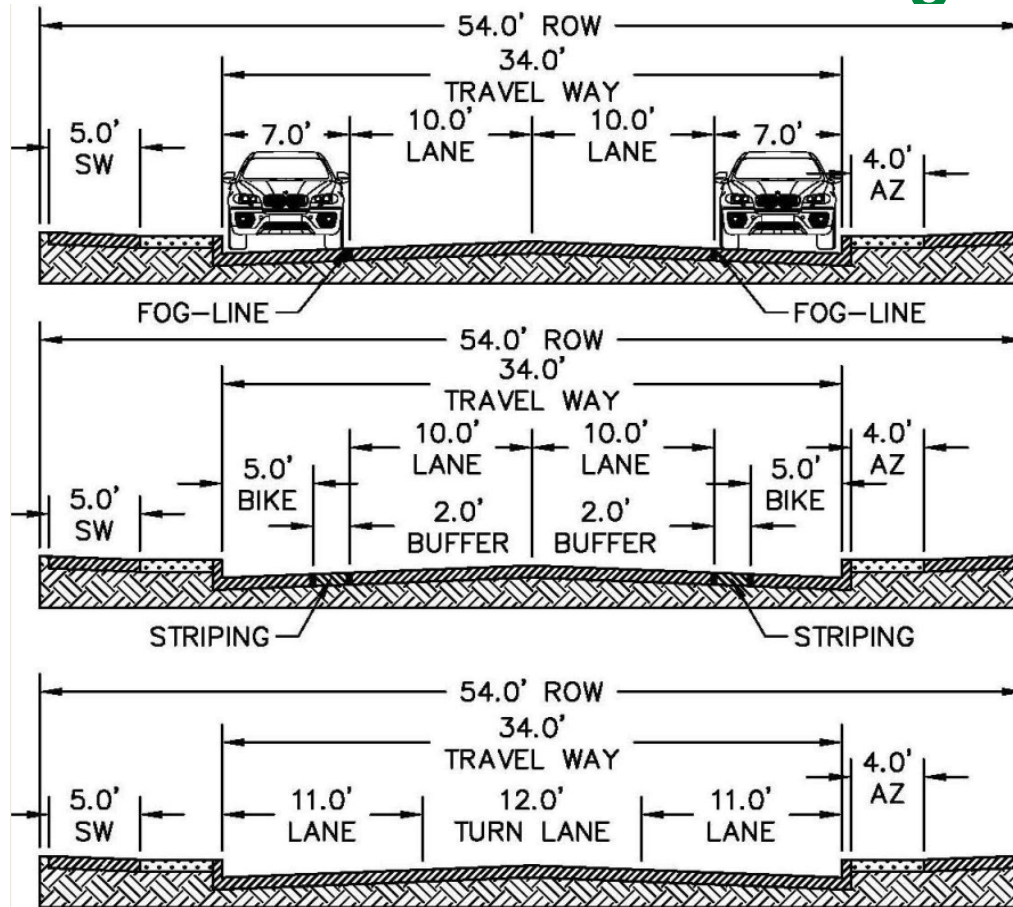
Policy 6: Residential Roadway Widths and On-street Parking



MINOR ACCESS ROAD
24' TRAVEL WAY / 44' ROW



Policy 6: Residential Roadway Widths and On-street Parking



COLLECTOR ROAD
34' TRAVEL WAY / 54' ROW



Policy 6: Residential Roadway Widths and On-street Parking

Emergency Access

- **Fire department desires 20' clear width**
 - Constant clear space not practical with on-street parking
 - All proposed widths equal to or wider than current standards
 - Actual trucks ~9'; additional width needed for doors and access to equipment
 - Breaks/no parking at driveways and fire hydrants



Policy 6: Residential Roadway Widths and On-street Parking

Potential Impacts:

- Increased impervious surfaces resulting in associated surface water impacts.
- On-street parking on residential roadways.
- Flexibility with future bicycle accommodations.
- Additional asphalt maintenance needs
- Increase in the land required for developments
- Additional construction cost for wider roadway & additional storm water mitigation.



Policy 6: Residential Roadway Widths and On-street Parking

Staff Recommendation:

Two different public residential roadways with the following roadway widths:

- 24' paved w/ 44' ROW for roadways to 50 lots or less, and
- 34' paved w/ 58' ROW for roadways more than 50 lots.
- On-street parking appears important to Citizens despite parking requirements of KMC.
- Flexibility within proposed limits
 - Parking restrictions can be added on case by case basis
- Negative impacts can be reasonably mitigated
- Staff believe additional cost is reasonable mitigation given development impacts.



Policy 6: Residential Roadway Widths and On-street Parking

Council Guidance Request:

1. Proceed as recommended
2. Proceed with no change from current practice
3. Proceed with residential roadway widths reduced the minimum possible for safe vehicular travel, and restrict on-street parking.



Policy 4: Amenity Zones

Proposed Standard:

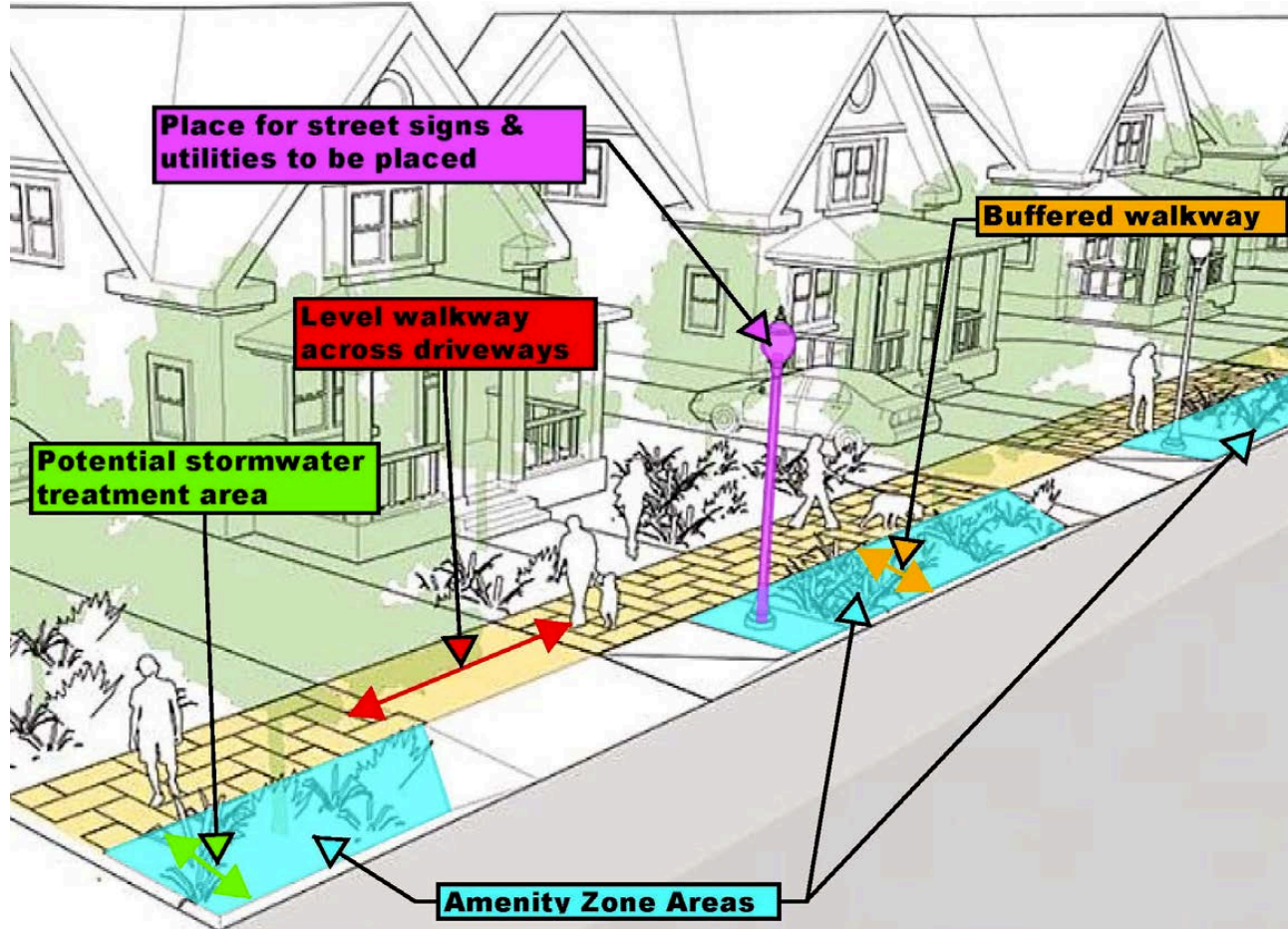
Require amenity zones on all roadways which require a sidewalk.

Existing Standard:

No requirement for amenity zones except for as an option to reduce sidewalk width along arterials.



Policy 4: Amenity Zones



Policy 4: Amenity Zones

Potential Impacts:

- Increased pedestrian safety
- Increased accessibility; level walkway
- Improved street sign placement/visibility
- Potential increase in home values
- Additional landscaping maintenance needs
- Additional development cost (minor)
- Additional land required for development



Policy 4: Amenity Zones

Max # of Lots	Pavement Width		Total ROW Width				
	Current Standard	As Proposed	Current Standard	As Proposed	Without Amenity Zone	Reduced Pavement Width to 20' w/ Amenity Zone	Reduced Pavement Width to 28' w/ Amenity Zone
16	22	24	40	44	36	40 ¹	--
50	24	24	40	44	36	40 ¹	--
100	28	34	48	54	46	40 ²	48 ¹
100+	32	34	56	54	46	40 ²	48 ¹

¹ Recommend parking restriction on one side of road minimum

² Recommend parking restriction on both sides of road



Policy 4: Amenity Zones

Staff Recommendation:

Require amenity zones on all roadways which require a sidewalk.

- Numerous benefits
- Minimal cost or negative impacts



Policy 4: Amenity Zones

Council Guidance Request:

1. Proceed as proposed
2. Proceed with no change from current practice
3. Proceed with amenity zones on limited roadway types
4. Proceed with no change from current practice and continue use of rolled curb



Policy 7: Application of Half-Street Standard

Proposed Standard:

Maintain the “half-street” allowance for roadways constructed adjacent to a property line (i.e. bordering a developable adjacent parcel) and maintain the 5’ setback requirement.

Existing Standard:

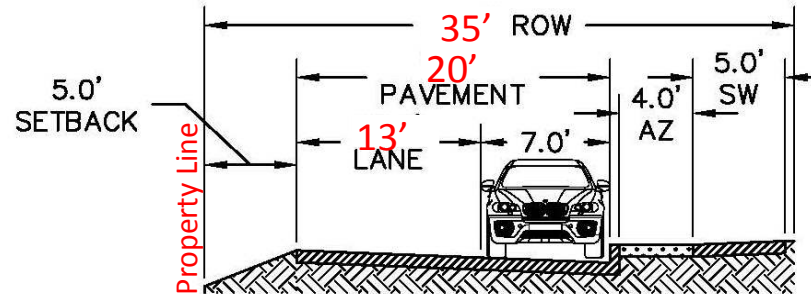
Half-street permitted with 20’ minimum pavement.



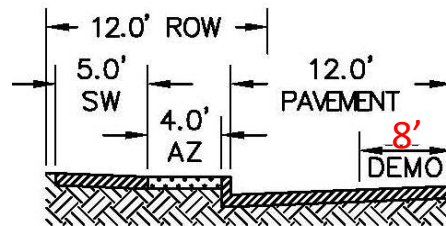
Policy 7: Application of Half-Street Standard



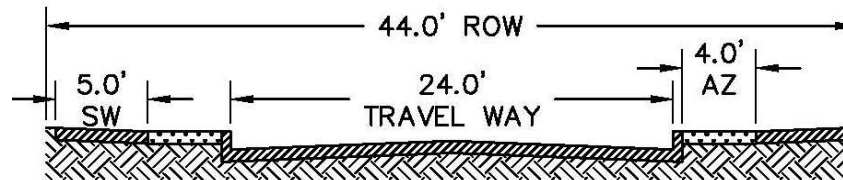
Policy 7: Application of Half-Street Standard



PARCEL A - HALF-STREET
17' PAVEMENT / 32' ROW



PARCEL B - HALF STREET
5' DEMO / 12' PAVEMENT / 12' ROW



FINAL CONDITION
24' TRAVEL WAY / 44' ROW



Policy 7: Application of Half-Street Standard

Potential Impacts:

- Most equitable sharing of road construction costs

Description of standard applied to Parcel A		Parcel A				Parcel B				
		Pave	ROW	Curb	SW	Demo	Pave	ROW	Curb	SW
A	Half-street (17') with setback	17'	32'	One	One	5'	12'	12'	One	One
B	Half street (17') without setback	17'	27'	One	One	5'	12'	17'	One	One
C	Half-street (20') with setback	20'	35'	One	One	8'	12'	9'	One	One
D	Half street (20') without setback	20'	30'	One	One	8'	12'	12'	One	One
E	Full-width with setback	24'	39'	Both	One	--	--	5'	--	One
F	Full width with 0.5' setback	24'	35'	Both	One	--	--	9'	--	One
G	Full improvements	24'	44'	Both	Both	--	--	--	--	--

- Fewer cul-de-sacs by combining multiple developments.
- Provides excess storm water mitigation.
- Roadways which may never get fully improved.
- All newly developed lots and/or homes include frontage improvements.



Policy 7: Application of Half-Street Standard

Staff Recommendation:

Maintaining the half-street allowance and 5' set back.

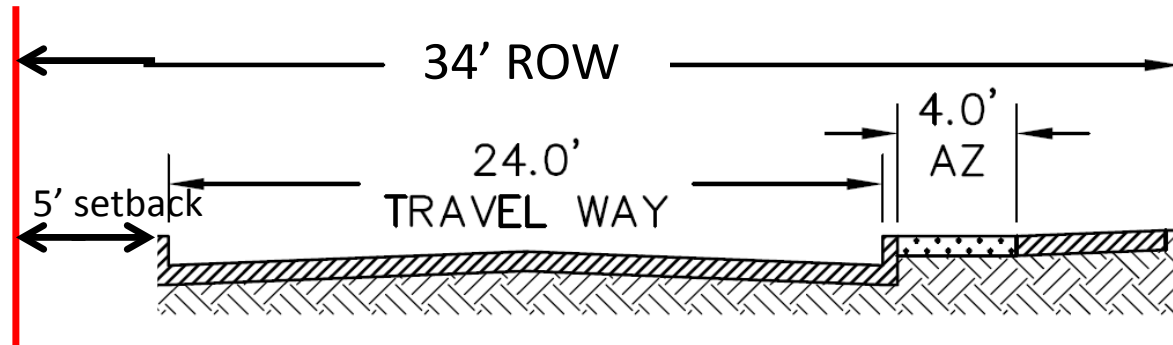
- Helps reduce number of cul-de-sacs
- Most equitable sharing of costs
- Half-street still adequate for access needs



Policy 7: Application of Half-Street Standard

Council Guidance Request:

1. Proceed as proposed; no change from current
2. Proceed with full width requirement



Policy 8: Application of “Downtown” Frontage Improvement Standards

Proposed Standard:

Require formalized downtown frontage improvements for all projects within all standards zones identified in KMC 18.52 Figure 18.52.0707.

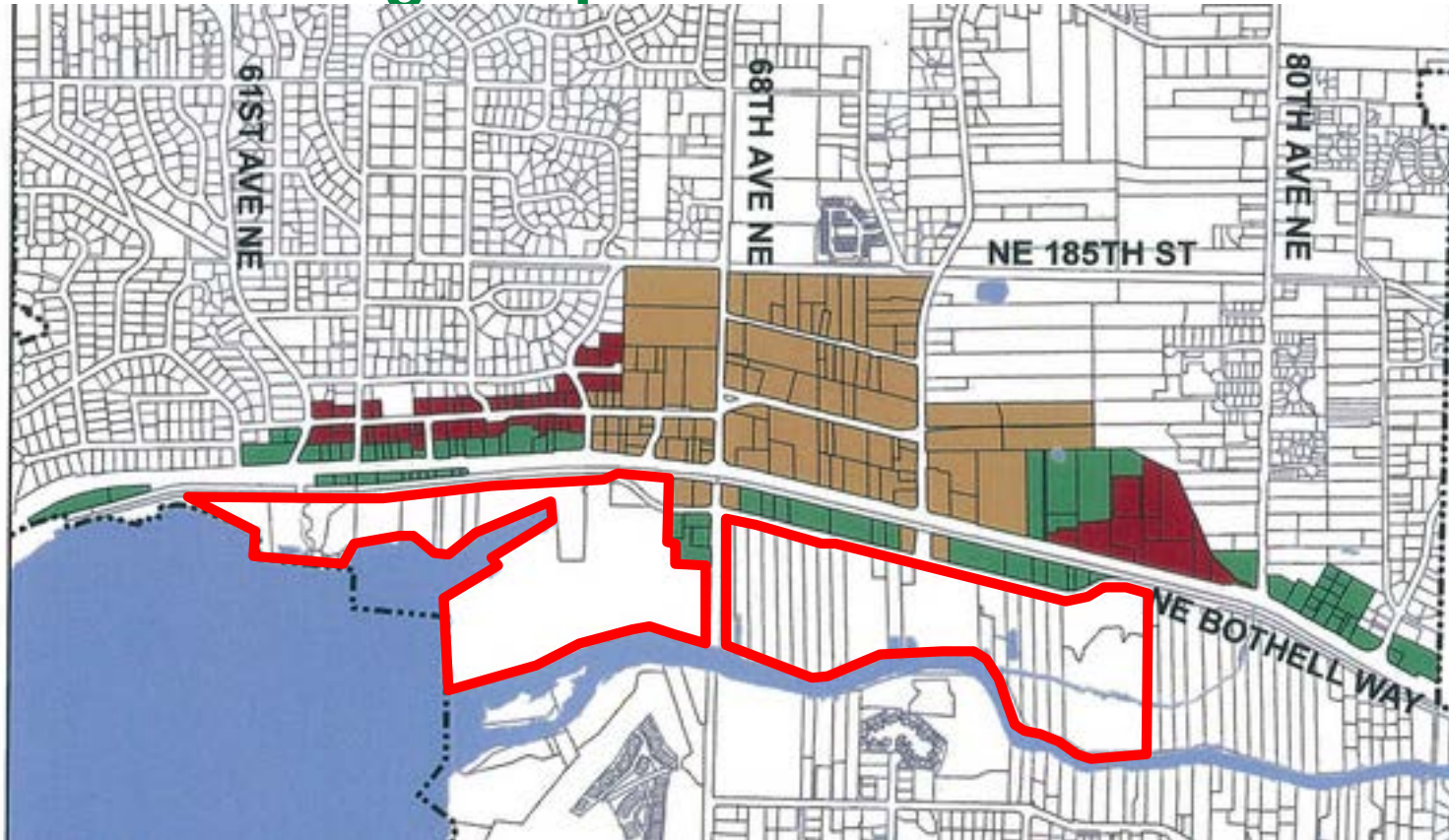
- 8' min. sidewalk with 2'x2' scoring
- Street trees at back of curb
- Specialized street light style
- Specialized pedestrian light style

Existing Standard:

Guidance included in KMC 18.52 but no specific standards or details are provided.



Policy 8: Application of “Downtown” Frontage Improvement Standards



Policy 8: Application of “Downtown” Frontage Improvement Standards

Potential Impacts:

- Increased construction cost in areas identified for the downtown frontage improvement standard.
- Uniform look through out developments in downtown areas.



Policy 8: Application of “Downtown” Frontage Improvement Standards

Staff Recommendation:

Require formalized downtown frontage improvements for all projects within all standards zones identified in KMC 18.52 Figure 18.52.0707.

- Necessary for uniform look downtown
- Staff believe additional cost is reasonable mitigation given development impacts.
- Potential additional areas would benefit from the requirement



Policy 8: Application of “Downtown” Frontage Improvement Standards

Council Guidance Request:

1. Proceed as proposed
2. Proceed with requiring downtown frontage improvements per Figure 18.52.070.A.1 plus additional areas





City Of Kenmore, Washington

Memorandum

Date: July 21, 2015

To: Rob Karlinsey

From: Kathi Beckett and Brett Schock

Regarding: **Research update on the potential use of Automated Enforcement in School Zones**

Background

Over the last three months, we have conducted research on the effectiveness, logistics and historical use of automated enforcement camera systems in school zones. This research follows up on the recommendation by the 2014 Ad Hoc Committee on Pedestrian and Bicycle Safety.

The goals of an automated enforcement camera system are to reduce speeds and collisions and are compatible with the City of Kenmore's Target Zero Initiative. The following sections provide an overview of the methods of data collection used and a status update of the research conducted.

Methods of Data Collection

The primary research methods used to gather data and information on the use of automated enforcement camera safety systems include:

- A comprehensive literature review
- Data on active school zone speed, collision and citizen request frequency from Kenmore Public Works
- Financial history from King County District Court
- Legal recommendations from The City of Kenmore Prosecuting Attorney, Sarah Roberts
- Interviews with Kenmore staff and staff from neighboring cities with a history of using cameras, including Auburn, Bellevue, Lake Forest Park, Redmond and Renton.

Existing Conditions

The City of Kenmore has three elementary schools within its borders. Each school has a crosswalk of a major adjacent street accompanied by flashing 20 mph signage during active school zones. Active school zones are times when children are present, before and after school. Kenmore Jr. High School has signs, but no flashers and Inglemoor High School does not have any school sign zones, consistent with King County standard practice for non-elementary schools, followed by other neighboring cities.

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Office: (425) 398-89 · Fax: (425) 481-3236 · cityhall@kenmorewa.gov · www.kenmorewa.gov

Engineering Data

Data was obtained from automated traffic counters on arterials adjacent to schools during the week of June 8th – 12th, 2015 by Public Works. After looking at the necessary data splits to give an accurate picture of traffic conditions in the active school zones, more data will be required once school is back in session.

There have been no recorded collisions during active school zone times in the past 15 years. Two collisions have occurred within one hour of active school zone times, but both were over 13 years ago. The volume of citizen action requests regarding speeds in school zones, other than the recommendation of the Ad Hoc committee, has been less than one per year for all five schools combined over the last 15 years.

Financial Impact

Revenues and expenses are being estimated using violations based on current speed data and fines based on historical information from neighboring cities that are or have operated an automated enforcement system. Other expenses are estimated based on King County District Court history and interviews with third party vendors who operate automated enforcement systems.

Discussion

Neighboring cities have had a range of experiences; some have had reductions in collisions and speeds, and realized net revenues. Other cities have removed systems or terminated programs after trial periods. Most cities in the study have operated red light intersection camera systems in addition to school zone speed camera systems. Current academic research and field program evaluations from the US and worldwide show a reduction in injury related accidents and vehicular speeds in the area of automated enforcement cameras.

Kenmore police were consulted about automated enforcement systems and noted that the civil fines are different from the moving violations currently issued by police for speeding in school zones. The visibility of police in school zones, during monitoring and during stops, is a form of education to the wider public about the need to reduce speeds in school zones.

Next Steps

In the fall, once school resumes, we will collect additional field data on speeds at the schools to gain an accurate representation of existing conditions. We will also continue to conduct additional research and present the results of our analysis to the City Council prior to year end.

Research Update

Potential Use of Automated Enforcement in School Zones

Presented by Kathi Beckett
Graduate Intern
July 27, 2015



Background

- Recommendation of the Ad Hoc Committee on Pedestrian Safety
- Goals of an automated enforcement camera system



Methods of Data Collection

- Literature Review
- Kenmore Public Works Data
- KCDC Financial History
- Legal Recommendations
- Interviews



Existing Conditions

- Three Kenmore Elementary Schools
- Kenmore Jr. High School
- Inglemoor High School

Engineering Data

- Automated Traffic Counters
- No Recorded Collisions During Active School Zone Times in Past 15 Years
- Citizen Action Requests

Financial Impact

Estimations Based on:

- Current Speed Data
- Historical Information from Neighboring cities
- KCDC History
- Interviews with Third Party Vendors

Discussion

- Neighboring Cities Experiences
- Current Academic Research
- Kenmore Police Comments

Next Steps

- More Field Data Will Be Collected in the Fall
- Continue to Conduct Additional Research
- Present Results of Analysis to the City Council Prior to Year End